

# MIS SCIENCES CORPORATION

## Cloud Services

### Master Services Agreement

---

This Master Services Agreement ("MSA") is a standard-form agreement issued by MIS Sciences Corporation ("MIS"), a California corporation with an address of 2550 N Hollywood Way, Suite 404, Burbank, CA 91505-5046. This MSA is incorporated by reference into, and becomes effective upon the effective date of, the Agreement, Quote, or SOW under which a client (the "Client") orders Services (the "Effective Date"). MIS and Client are referred to in this MSA individually as a "Party" and collectively as the "Parties."

Client desires to obtain from MIS, and MIS desires to provide to Client, certain IT infrastructure and/or FedRAMP-authorized GovPoint Cloud Services as more particularly described in this MSA and identified on one or more SOWs and Quotes. Each Party acknowledges the receipt and sufficiency of adequate consideration as further detailed in this MSA.

## 1. Definitions

**"Affiliate"** means any Person that a Party controls, that controls a Party, or that is under common control with a Party. For purposes of this definition, "control" means beneficial ownership, whether directly or indirectly, of the securities entitled to vote in the election of directors (or, for an entity that is not a corporation, of the corresponding management authority) of (i) more than 50% of the securities or (ii) such lesser percentage as is the maximum ownership permitted in the country where the entity exists.

**"Agreement"** means this MSA, including its Appendices, together with any SOW, Task Order, and Quote signed between the Parties, and the SLA and AUP incorporated herein.

**"ATO"** means Authority to Operate.

**"AUP"** means the MIS Acceptable Use Policy applicable to the Services, as amended from time to time in accordance with its terms, which is incorporated into and made a part of this MSA.

**"Audit"** means a security audit performed by Client or its agent pursuant to the Security Audit provisions of this MSA.

**"Client Content"** means all data and information, including, without limitation, any PII, data, text, software, scripts, video, sound, music, graphics, and images that are created, uploaded, stored, or transferred by or for Client or its Affiliate in connection with the use of any of the Services.

**"Client-Licensed Software"** means software products for which Client has obtained license entitlements from the publishers of those products or from Third-Party vendors.

**"Client Software"** means the object-code versions of any software transmitted by Client to MIS for hosting or otherwise utilized by Client in connection with the Services (exclusive of any MIS Software).

**"Delivery Date"** means the documented date that all Services referenced in a Quote are deployed by MIS and made available to Client.

**"End User"** means any individual or entity that Client has expressly authorized as Client's direct end customer under an applicable agreement between Client and such end customer to (a) access or use Client Content, or (b) otherwise interface with, access, or use the Services.

**"FedRAMP"** means the Federal Risk and Authorization Management Program, a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

**"FedRAMP Services Agreement"** means where that term is used in the SLA, the AUP, or other Service documents, this MSA, together with the applicable FedRAMP GovPoint Cloud Services SOW.

**"Monthly Recurring Fee"** means the amount to be paid monthly by Client for the applicable Service(s) as specified in the Quote(s) executed by the Parties.

**"Quote"** means any quote executed by both Client and MIS, which incorporates the terms of this MSA by reference. Each Quote will be considered a separate agreement from any other Quote, shall be governed by this MSA and the applicable SOW(s), and shall become effective on its Quote Commencement Date.

**"Quote Commencement Date"** means the commencement date set forth and identified as such on any Quote.

**"Quote Expiration Date"** means the expiration date set forth and identified as such on any Quote.

**"PII"** means any data contained within the Client Content that could potentially identify a specific individual.

**"Person"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority, or other entity.

**"Reasonable efforts"** means with respect to a given obligation, the efforts that a comparably situated service provider to MIS would use to comply with that obligation as promptly as reasonably possible.

**"Renewal Term"** means the automatic renewal of the initial Service Term specified in each Quote at the same pricing as the initial Service Term unless otherwise specified herein.

**"MIS Software"** means the object-code versions of any software (and any updates thereto) published by MIS and utilized by Client in connection with the Services, as may be more particularly described in the Quote(s). For clarity, MIS Software does not include Third-Party Software.

**"MIS Support"** means the support services set forth under the GovPoint Cloud Services SOW.

**"SEAP"** means Solution Escalation Action Plan, developed in coordination with MIS and Client to outline incident-response instructions for addressing certain issues.

**"Services"** means all of the services ordered by Client or its Affiliate as set forth on the corresponding Quote(s) governed by this MSA and the corresponding SOW(s).

**"Service Component(s)"** means each particular element or portion of the Services.

**"SOW(s)"** means the statement(s) of work attached to this MSA that correspond to the services provided to Client. For clarity, as of the Effective Date, the initial SOWs are for FedRAMP GovPoint Cloud Services.

**"Service Term"** means, with respect to each Service ordered by Client, the period commencing on the Quote Commencement Date with respect to each particular Quote and ending on the Quote Expiration Date designated in that Quote.

**"SLA"** means the Service Level Agreement for each Service type as set forth in this MSA or the applicable SOW, which is incorporated into and made a part of this MSA.

**"Subsidiary"** means an Affiliate controlled by a Party.

**"Term"** means the Service Term and any corresponding Renewal Term.

**"Third Party"** means a Person that is not a Party or an Affiliate of a Party.

**"Third-Party Hardware"** means any equipment manufactured by a Third Party that MIS provides to the Client for the Client's use or availability under the terms of this MSA.

**"Third-Party Software"** means those additional Third-Party software applications or services that MIS may license from time to time for Client's use in conjunction with the Services.

## 2. Delivery of Services

MIS and/or its Affiliates will provide the Service(s) and/or Service Component(s) in accordance with this MSA and the SOWs. The description, charges, and other terms applicable to the individual Services are set forth in the applicable SOW(s) and Quote(s). Client may order additional Services by updating or amending this MSA through the execution of additional quotes. The Service(s) shall be subject to the SLA set forth in this MSA and/or in the applicable SOW(s).

The Services are subject to, and Client agrees to comply with, the SLA and the AUP, each of which is incorporated into and made a part of this MSA. Where used in the SLA, the AUP, or other Service documents, "Customer" means the Client.

MIS provides infrastructure-as-a-service (IaaS) only; the Client retains sole control of and responsibility for Client Content (including its content, classification, encryption, configuration, and lawful use), and MIS does not access or use the contents of Client Content except as necessary to operate and secure the infrastructure or as instructed by the Client, as further described in the DPA.

## 3. Term and Termination; Suspension

### 3.1 Term

The term of this MSA will commence on the Effective Date. It shall remain in effect until the expiration of the latest Service Term unless earlier terminated in accordance with the provisions of this MSA or otherwise agreed in writing between the Parties. Each Quote shall commence on its respective Quote Commencement Date and continue in effect until its respective Quote Expiration Date, subject to any applicable Renewal Term.

### 3.2 Renewal Term

Upon the expiration of each Service Term, each expiring Quote shall be subject to automatic renewal for a period equal to the preceding term, unless otherwise agreed, except that: (i) Client notifies MIS in writing of its intent to terminate a particular Quote/SOW or this MSA in its entirety no less than 30 days prior to the end of the then-current Service Term of the applicable Quote; or (ii) MIS notifies Client in writing of its intent to terminate a particular Quote/SOW or this MSA in its entirety no less than 90 days prior to the end of the then-current Service Term of the applicable Quote. Where the Client's customer or end user is the United States Federal Government, the Renewal Term may be subject to the period of performance (base period and any exercised option periods) set by that Federal Government customer or end user.

### 3.3 Termination for Cause

Either Party may terminate this MSA or any Quote (and associated SOW(s)), in whole or in part, if the other Party: (i) breaches any material term or condition of this MSA and fails to cure such breach within 30 days of receiving written notice thereof, provided that if the nature of the breach reasonably requires the involvement of a third-party assessor (including a 3PAO), third-party

vendor, or federal agency, the breaching Party shall have an additional 60 days to complete remediation so long as it provides written notice of the third-party dependency within the initial 30-day period and diligently pursues remediation throughout the extended period; (ii) breaches a material confidentiality obligation set forth in this MSA, in which case termination shall be effective immediately upon notice that provides evidence of such breach, without a cure period; or (iii) becomes insolvent, makes an assignment for the benefit of creditors, files a petition for bankruptcy, is the subject of a petition for bankruptcy that is not dismissed within 90 days of filing, becomes the subject of any receivership, or admits in writing its inability to pay its debts generally as they become due. If MIS terminates this MSA for cause, Client shall pay MIS for all Services through the remaining balance of the then-current Term of each Quote. If Client terminates this MSA for cause, MIS will issue Client a prorated refund of any previously received payments for any period after the effective date of such termination.

### **3.4 Termination for Security Non-Compliance**

Either Party may terminate this MSA upon written notice if the other Party fails to comply with reasonable requests for remediation of a Qualifying Security Event within the following cure periods: (a) for HIGH or CRITICAL severity findings as defined by the NIST Common Vulnerability Scoring System (CVSS), 30 days from written notice; and (b) for all other security issues or FedRAMP compliance concerns, 60 days from written notice. A "Qualifying Security Event" means a documented vulnerability, misconfiguration, or compliance gap identified in a ConMon report, 3PAO assessment, or formal written notice that a reasonable information security professional would determine poses a material risk to the confidentiality, integrity, or availability of federal data within the Authorization Boundary. General disagreements regarding remediation priority, approach, or scheduling shall not constitute grounds for termination under this Section without prior good-faith escalation to senior management of both Parties.

### **3.5 End of Services**

Upon the termination of this MSA or any Quote or SOW for any reason: (i) all rights and licenses granted by either Party under the applicable Quote and/or SOW(s) shall cease immediately; (ii) each Party shall return to the other Party, or destroy, all Confidential Information of the other Party within 30 days following such termination, except as may be required to comply with any applicable legal or accounting record-keeping requirements; and (iii) MIS shall remove all Client Content from any Third-Party Hardware. In no event will Client Content be retained by MIS more than 30 days following termination of this MSA or any Quote. MIS shall, upon written request from Client, provide Client with a certificate of destruction.

### **3.6 Survival**

All terms and provisions that should, by their nature, survive the termination or expiration of this MSA — including, without limitation, Sections 1, 3.5, 3.7, 4, 5, 8.5, 9, 10, 11, and 12 — shall so survive.

### **3.7 IP Addresses**

As applicable, upon expiration or termination of this MSA or any SOW, Client must discontinue use of the terminated or expired Services and relinquish use of the IP addresses and server names assigned to Client by MIS in connection with the terminated or expired Services, including pointing the DNS for Client's domain name(s) away from any Services provided by MIS. MIS may, as it deems necessary, make modifications to DNS records on MIS-managed or MIS-operated DNS servers and services to ensure compliance with this Section. MIS will provide Client with notice before any IP address changes.

### **3.8 Suspension**

3.8.1 Non-payment. MIS may suspend the provision of Services without liability if a payment for Services is overdue by more than 30 days, after MIS has provided Client with reasonable advance written notice of the suspension and a reasonable opportunity to cure the grounds on which the suspension is based.

3.8.2 Suspension for abuse, security risk, or unlawful use. In addition to its other rights, MIS may suspend, block, or restrict the Services, or any content or traffic, where MIS reasonably determines that Client or any of its End Users or other users of Client's account: (a) has breached the AUP; (b) poses a security risk to the Services, to other customers, or to the GovPoint Cloud Services Authorization Boundary; (c) is using the Services unlawfully; or (d) exposes MIS to liability or to the loss or suspension of its FedRAMP authorization. MIS will use reasonable efforts to provide advance notice and to limit the scope and duration of any suspension to that reasonably necessary to address the issue.

3.8.3 Emergency suspension. Notwithstanding any cure period in this MSA, where MIS reasonably determines that the event is material, poses an imminent security or legal risk, or threatens the Authorization Boundary, MIS may suspend or block the affected Services, content, or traffic immediately and without prior notice, and will provide Client notice of such action as soon as reasonably practicable. MIS will restore the affected Services promptly after the grounds for suspension are cured or resolved.

3.8.4 Effect of suspension. A suspension under this Section does not relieve Client of its payment obligations for Services contracted during the period of suspension. It does not relieve MIS of its data-handling and preservation obligations under this MSA. Suspension is without prejudice to MIS's other rights and remedies, including termination.

### **3.9 Termination for Convenience**

If MIS notifies Client in writing that MIS is unable to meet any security control standard that an End User requires for any environment identified in one or more Quotes, and that would be in addition to the security control standards agreed between MIS and Client under an SOW, MIS may terminate the applicable Quote(s) upon 30 days' written notice without liability. In addition, either Party may terminate this MSA or any Quote (and associated SOW(s)) for convenience upon 90 days' prior written notice to the other Party ("Convenience Termination Notice"). In the event of termination for convenience by Client, MIS shall issue Client a pro rata refund of any prepaid fees for the period following the effective date of termination. In the event of termination for convenience by MIS, MIS shall: (a) provide Client with reasonable transition assistance for up to 60 days following the termination effective date; (b) cooperate with Client to ensure an orderly migration of Client Content to a successor provider; and (c) issue Client a pro-rata refund of any prepaid fees as set forth above. Termination for convenience shall not relieve Client of payment obligations for Services delivered prior to the termination effective date.

## **4. Payment and Payment Terms**

### **4.1 Fees**

The Monthly Recurring Fee, together with any fees specified on the Quote, shall be billed to Client in advance via invoice for Services to be provided the following calendar month, unless otherwise specified in the Quote or SOW(s). Non-recurring fees, including, without limitation, set-up fees, shall be billed as incurred in any given month, and fees for consumption-based Services such as conditioned-power-use overages or bandwidth-use overages shall be invoiced in arrears ("Additional Fees"). All payments shall be made in the currency specified in each Quote and shall be sent to the mailing address designated by MIS's Billing Department. Client shall remit payment Net 45 days from receipt of a valid invoice.

## 4.2 Late Payments

Late payments shall accrue interest at the lesser of 1.5% per month or the maximum amount permitted by law.

## 4.3 Taxes

Fees for Services are exclusive of all taxes, duties, levies, and similar fees now in force or enacted in the future or imposed on the provision of the Services by any governmental authority, including, without limitation, any excise or value-added tax, all of which Client will be responsible for and will pay in full, exclusive of taxes on MIS's income. If Client claims exemption from any taxes arising from the provision of the Services, Client shall provide MIS with the documentation required by the taxing authority to support such exemption.

## 4.4 Fee Disputes

The Client may dispute in good faith any portion of an invoice. No interest shall accrue on any payment that is disputed in good faith by Client while such dispute is pending.

## 4.5 Pricing Changes

MIS shall not raise the Monthly Recurring Fee for Services provided under any Quote (a) before the initial Service Term end date or, thereafter, more frequently than annually, effective upon the yearly anniversary of the applicable Quote; or (b) without at least 60 days' written notice to Client prior to the conclusion of the initial Service Term or prior to the yearly anniversary date of the applicable Quote (the "Increase Notice"). Any such increase shall be limited to seven and a half percent (7.5%) of the non-discounted price then applicable to each applicable customer environment as set forth under an applicable Quote (calculated on a yearly basis).

Notwithstanding the foregoing, MIS may pass through to Client documented increases in third-party vendor license and infrastructure fees incorporated into the Services (including without limitation hypervisor, virtualization platform, software-licensing, or infrastructure-related fees) that exceed seven and a half percent (7.5%) in any given year ("Vendor Pass-Through Increases"), subject to the following conditions: (a) MIS shall provide Client written notice of any Vendor Pass-Through Increase at least 60 days before the start of the applicable Renewal Term; (b) such notice shall include documentation from the third-party vendor substantiating the cost increase, or MIS shall provide such documentation upon Client's written request; and (c) any Vendor Pass-Through Increase shall be limited to the actual incremental cost increase attributable to Client's proportionate share of the affected services, with no markup by MIS.

Client shall have 90 days after receipt of an Increase Notice or notice of a Vendor Pass-Through Increase to terminate this MSA or the corresponding Quote(s)/SOW(s) by providing MIS written notice of termination (the "Increase Termination Notice"), without payment of an early-termination fee. For any material change in the Services requested by Client, the Parties will execute a Quote or other written amendment. Client may renew an environment with reduced quantities of Services (a "Reduction") effective upon the commencement of a Renewal Term.

# 5. Confidential Information

## 5.1 Confidential Information

"Confidential Information" includes all information, whether in tangible or intangible form, that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Such information includes but is not limited to any nonpublic information (written, oral, or electronic) disclosed by one Party to the other, as well as the following information of the respective Parties, without limitation: (a) customer lists and the names of customer

contacts, email addresses, business plans, technical data, product ideas, personnel, contracts, and financial information; (b) trade secrets, techniques, processes, know-how, business methodologies, schematics, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (c) plans for future products and developments; (d) information about costs, profits, markets, and sales; (e) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be disclosed, as well as written or oral instructions or comments; (f) any data or information stored on the Third-Party Hardware; (g) Client Content, Client Software, and Client-Licensed Software; (h) the nature and scope of the Services licensed to Client; and (i) the contents of this MSA. Information shall not be deemed Confidential Information if such information: (i) was known by the receiving Party prior to receipt from the disclosing Party from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) was known independently of disclosure by the disclosing Party from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this MSA, any SOW, or any obligation of confidentiality by the receiving Party; or (iv) was independently developed by the receiving Party without use of, or reference to, the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that, unless restricted by order of a governmental agency or otherwise restricted by law, the receiving Party provides reasonable notice to the other Party of the required disclosure to permit the other Party a reasonable period to respond.

## **5.2 Nondisclosure of Confidential Information**

Each Party agrees not to use, disclose, sell, license, publish, reproduce, or otherwise make available the Confidential Information of the other Party to any third party, and further agrees not to use the Confidential Information of the other Party except to the extent permitted under, or necessary to perform, its respective obligations under this MSA. Each Party agrees to secure and protect the other Party's Confidential Information with the same degree of care as it uses for its own confidential and proprietary information (but in no event less than reasonable care) and to take appropriate action with its employees, consultants, affiliates, or other agents who are permitted access to the other Party's Confidential Information on a need-to-know basis to satisfy its obligations under this Section. The receiving Party shall be responsible for any disclosure by such employees, consultants, affiliates, or other agents. The foregoing obligations of confidentiality shall survive the termination or expiration of this MSA for a period of five (5) years; provided, however, that any Confidential Information that constitutes a trade secret under the California Uniform Trade Secrets Act (Cal. Civ. Code §3426 et seq.) shall remain protected for as long as such information qualifies as a trade secret under applicable law, without limitation as to time.

## **5.3 Maintenance of Confidentiality**

Each Party agrees to immediately notify the other Party in writing upon becoming aware of any unauthorized use or disclosure of the other's Confidential Information.

## **5.4 Injunctive Relief**

Each Party acknowledges that unauthorized disclosure or use of the other Party's Confidential Information could cause irreparable harm for which monetary damages alone would not be adequate. Accordingly, each Party may seek immediate temporary and permanent injunctive relief to remedy any breach of the confidentiality provisions contained herein.

## **5.5 Disposition of Confidential Information**

All Confidential Information and all copies thereof shall be and remain the property of the disclosing Party. Upon written request from the disclosing Party, the receiving Party shall destroy, and certify the destruction of, all Confidential Information of the disclosing Party, except for any copies that must be maintained pursuant to applicable law.

## **5.6 Prior NDA**

If there is an effective pre-existing confidentiality, non-disclosure, or similar Agreement between MIS and Client ("Prior NDA") that contains terms more restrictive than those set forth in this Section 5, (i) the terms of such Prior NDA shall control, and (ii) the termination date of the Prior NDA shall be extended through the Term of this MSA (and any confidentiality obligations that survive the expiration of the Prior NDA shall so survive in accordance with its terms).

# **6. Software Ownership and Use**

## **6.1 Software Provided by MIS**

MIS grants Client, during the Term, a nonexclusive, nontransferable (except as otherwise provided in this MSA), royalty-free, worldwide license to use the MIS Software and Third-Party Software. Client shall have the right to grant sublicenses solely to its authorized End Users of (i) the MIS Software and (ii) the Third-Party Software, to the extent the Agreement between MIS and the provider of such Third-Party Software permits such grant. MIS shall use reasonable commercial efforts to install and maintain the MIS Software and Third-Party Software on the Third-Party Hardware such that they operate in accordance with applicable specifications. Client shall not: (a) modify, copy, or otherwise reproduce the MIS Software or Third-Party Software in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the MIS Software or Third-Party Software; (c) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, or otherwise transfer the MIS Software or Third-Party Software or Client's right to use them (except as otherwise provided in this MSA); or (d) remove, modify, or obscure any copyright, trademark, or other proprietary notices or labels. All rights not expressly granted to Client are reserved by MIS or its licensors and suppliers. To the extent permitted by its vendors, MIS will facilitate and pass through any warranties and indemnifications provided by the manufacturer of the Third-Party Software.

## **6.2 Client Software**

For the sole purpose of providing the Services to Client during the Term, Client grants MIS a nonexclusive, nontransferable, royalty-free, worldwide license, without the right to grant sublicenses, to use the Client Software, solely in its encrypted form and to the extent required to perform MIS's obligations under this MSA (such as hosting), and for no other purpose. MIS shall not, and shall not permit others to: (a) modify, copy, or otherwise reproduce the Client Software in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the Client Software; (c) distribute, sublicense, assign, share, sell, lease, grant a security interest in, or otherwise transfer the Client Software or MIS's right to use it; or (d) remove any proprietary notices or labels on the Client Software. All rights not expressly granted to MIS are reserved by Client or its licensors and suppliers.

## **6.3 Client-Licensed Software**

Client may deploy certain Client-Licensed Software in connection with the Services, in which case MIS may be required to deploy such Client-Licensed Software on dedicated physical servers for Client and not accessible to other MIS customers.

# **7. Client Obligations and Representations**

## 7.1 General

Client represents and warrants that: (i) Client has the legal right and authority to enter into this MSA, including any Quote(s) or other related documents, and will continue to have such legal right and authority during the Term; (ii) Client will comply with all applicable laws and regulations in connection with its use of the Services; and (iii) Client will reasonably cooperate with MIS's reasonable investigation of Service outages, security problems, and any suspected breach of this MSA.

## 7.2 Data Retention

Without limiting MIS's obligations under this MSA, and to the extent within Client's reasonable control, Client is responsible for properly configuring and using the Services, and for taking those steps Client deems necessary to maintain reasonable security, protection, and backup of Client Content, which may include using encryption technology to protect Client Content from unauthorized access and routine archiving of Client Content. Client log-in credentials and private keys generated by the Services are for the Client's internal use only. Client may not sell, transfer, or sublicense them to any other entity or person, except that Client may disclose its private key to agents and subcontractors performing work on Client's behalf. Client agrees to promptly notify MIS of any unauthorized use of the Services or any other confirmed security breach. Nothing in this Section 7.2 relieves MIS of any obligations specifically agreed between the Parties in a Quote or SOW.

## 7.3 No Lease

This MSA allows Client to use the MIS GovPoint Cloud Services only for the purposes described in this MSA and applicable SOW(s). This MSA is not a lease of any real or personal property and is not a transaction for the sale of goods or property in which Client or Client's End Users acquire any property interest.

## 7.4 End-User Violations

Client is responsible for its End Users' use of Client Content and the Services, and for its End Users' compliance with this MSA and the AUP. Any act or omission of an End User or other user of Client's account that would constitute a breach of this MSA or the AUP if committed by Client is deemed a breach by Client.

# 8. MIS Obligations, Representations, and Disclaimer of Warranties

## 8.1 General

MIS represents and warrants that: (i) subject to the specifications listed in each applicable SOW and Quote, MIS shall use commercially reasonable efforts to maintain acceptable performance of the Services; and (ii) MIS complies and shall comply with all applicable laws and regulations in connection with this MSA and the Services.

## 8.2 Performance of Services

The Services will be provided with all reasonable care and skill in accordance with Good Professional Practice. "Good Professional Practice" means practices, methods, and procedures commensurate with those adopted by a supplier of services the same as or similar to the Services, exercising that degree of skill, diligence, prudence, and foresight that would ordinarily and reasonably be expected from such a supplier. In addition, MIS represents and warrants that the Services: (i) will be performed in accordance with any specifications and documentation set forth in the relevant SOW; (ii) will be performed by persons who have employment authorization to perform the Services under the immigration laws of the United States, and that MIS's personnel

providing services to Client have undergone background checks conducted by MIS or a qualified third party on MIS's behalf and have passed without material exception (Client reserves the right to subject any MIS employee, contractor, or agent ("Representative") to an individual background check administered by Client or its designees, and MIS agrees on behalf of such Representative(s) to such background check); (iii) will comply with all applicable laws, rules, regulations, and orders of any governmental (including regulatory or quasi-regulatory) agency, including financial, disclosure, import, export, and encryption laws, as well as applicable securities laws and the compliance regulations and procedures of Client; and (iv) will not violate or contravene the terms of any contracts between MIS and third parties.

MIS further represents and warrants that the Services, Third-Party Hardware, Third-Party Software, and MIS Software will not infringe upon or misappropriate any Third Party's copyright, patent, trade secret, trademark, trade name, or other proprietary or intellectual-property right. MIS owns or has the authority to use or license the Third-Party Hardware, the Third-Party Software, and the MIS Software.

### **8.3 FedRAMP Compliance**

(This Section applies only if Client is utilizing MIS FedRAMP Cloud Services.) As of the Effective Date, and at a minimum throughout the Term: (a) MIS Sciences' FedRAMP GovPoint Cloud Services is authorized under a JAB P-ATO (Package ID: F1311222650) for Moderate Rev 5 and is maintained in accordance with all applicable Federal laws and regulations; (b) the GovPoint Cloud Services (GCS) satisfies FedRAMP continuous-monitoring requirements and the MIS Sciences Continuous Monitoring Plan; (c) the GovPoint Cloud Services (GCS) mitigates all open low and moderate POA&M action items agreed to in the Security Assessment Report (SAR) and as developed during continuous-monitoring activities; and (d) significant changes and critical vulnerabilities are identified and managed in accordance with applicable Federal law, guidelines, and policies.

### **8.4 Security and Incident Notification**

MIS complies with and shall comply with all security obligations set forth in this MSA, including, without limitation, the GovPoint Cloud Services SOW. MIS will reasonably cooperate with Client in the reasonable investigation of service outages, security problems, and any suspected breach of this MSA.

MIS shall notify Client of any confirmed or reasonably suspected security incident affecting Client Content or the GovPoint Cloud Services Authorization Boundary in accordance with the following timelines: (a) Initial Notification — within one (1) hour of MIS becoming aware of a confirmed or suspected security incident, MIS shall provide Client verbal or electronic notification identifying the nature, scope, and preliminary impact of the incident; (b) Written Incident Report — within 24 hours of the initial notification, MIS shall provide Client a written incident report including available details regarding affected systems, Client data potentially involved, containment actions taken, and a preliminary root-cause assessment; (c) FedRAMP Reporting — MIS shall simultaneously notify the applicable Authorizing Official and submit required incident reports to the FedRAMP Program Management Office (PMO) and US-CERT in accordance with FedRAMP Incident Communication Procedures and NIST SP 800-61; and (d) Ongoing Updates — MIS shall provide Client status updates at intervals no greater than 24 hours until the incident is fully remediated and a final post-incident report is delivered. These incident-notification obligations shall survive termination of this MSA with respect to any incident that occurred during the Term. Client shall also notify MIS of any confirmed or reasonably suspected Security Incident (as defined in the DPA, Appendix A) that originates from Client's systems, personnel, or End Users and that affects or may affect the GCS Authorization Boundary or any federal data processed thereunder, within the same timelines set forth above. Each Party shall reasonably cooperate with the other in

investigating, containing, and remediating any Security Incident, including jointly coordinating required notifications to affected federal agencies, the FedRAMP PMO, US-CERT, or other governmental authorities. Costs associated with incident response shall be borne by the Party whose systems, personnel, or actions caused or contributed to the incident; in cases of shared or unclear causation, the Parties shall negotiate cost allocation in good faith.

## **8.5 Security Audit**

Notwithstanding anything to the contrary in the Data Processing Addendum, upon prior reasonable advance written notice and with MIS's reasonable assistance, Client may conduct or cause a third party to conduct a security audit of MIS's operations and systems involved in or related to MIS's performance of Services under this MSA. Audits shall be conducted no more frequently than once per calendar year for full-scope audits, provided that: (i) MIS shall provide Client monthly automated vulnerability-scan reports and quarterly POA&M status updates as part of FedRAMP continuous-monitoring obligations; (ii) Client may conduct additional audits at any time following a confirmed security incident or Significant Change (as defined under FedRAMP requirements), with no frequency limitation; and (iii) the annual third-party 3PAO assessment results shall be shared with Client within 30 days of completion unless the Parties agree otherwise or in the event of a security incident. Each third-party auditor may be required to execute MIS's standard form of Non-Disclosure Agreement as a precondition to performing any Audit.

## **8.6 Client Access**

For the duration of this MSA and where applicable, MIS shall provide Client reasonably adequate onsite access to MIS facilities and/or equipment, and to telephones with outside lines and a secure line for internet access.

## **8.7 Third-Party Hardware and Software; Manufacturer Warranty**

ALL THIRD-PARTY HARDWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED AS-IS, WITHOUT ANY EXPRESS WARRANTY. Client's use of the Third-Party Hardware and Third-Party Software is subject to and controlled by the terms of use of any manufacturer or supplier. Notwithstanding the foregoing, MIS will be responsible under this MSA for any failure of such Third-Party Hardware or Third-Party Software within MIS's control that results in Client's inability to meet FedRAMP servicing requirements.

## **8.8 Substitution of Components; Certificate of Destruction**

MIS reserves the right to substitute hardware or software in connection with Third-Party Hardware, Third-Party Software, and/or MIS Software (a "Solution Component Substitution"), provided that the Solution Component Substitution: (a) is undertaken and performed by MIS according to the FedRAMP security requirements then applicable to the Services, as subscribed under any then-current Quote(s); (b) does not result in Client's inability to meet its then-applicable FedRAMP security requirements; and (c) allows for the same or an increased level of performance relative to the then-existing component and is at no additional cost to Client. MIS will provide prior written notice to Client and coordinate any Solution Component Substitution with Client. Upon written request, MIS shall provide Client a certificate of destruction and/or other evidence attesting to the destruction of the former hardware or software, at no cost.

## **8.9 Disclaimer of Actions Caused by Third Parties**

CLIENT ACKNOWLEDGES THAT MIS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM PORTIONS OF THE INTERNET OR THROUGH EQUIPMENT CONTROLLED BY THIRD PARTIES, AND THAT SUCH DATA FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF SERVICES, EQUIPMENT, OR DATA PROVIDED OR CONTROLLED BY THIRD PARTIES, THE ACTIONS OR INACTIONS OF WHICH CAN IMPAIR

OR DISRUPT CONNECTIONS TO THE INTERNET AND THE INTENDED FLOW OF DATA. MIS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS AND SHALL NOT BE LIABLE FOR THE INADVERTENT DISCLOSURE, TRANSMISSION, FLOW, CORRUPTION, OR ERASURE OF DATA AND CONTENT USED, ACCESSED, UPLOADED, INTERFACED WITH, TRANSMITTED, RECEIVED, OR STORED ON THE THIRD-PARTY HARDWARE OR THROUGH THE SERVICES BY THIRD PARTIES, EXCEPT TO THE EXTENT CAUSED BY AN ACT OR OMISSION OF MIS, ITS EMPLOYEES, OR ANYONE UNDER MIS'S REASONABLE CONTROL.

#### **8.10 No Other Warranty**

EXCEPT AS OTHERWISE SET FORTH IN THIS MSA, MIS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **9. Intellectual Property Ownership**

#### **9.1 Ownership**

Except for the rights expressly granted in this MSA, no rights in either Party's respective technology or intellectual property are transferred from MIS to Client, or from Client to MIS, and all right, title, and interest in and to such technology and intellectual property shall remain solely with each such Party. Each Party agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the other Party.

#### **9.2 Ownership of Client Content**

Client shall retain all right, title, and interest (including copyright and other proprietary or intellectual-property rights) in the Client Content and all legally protectable elements, derivative works, modifications, and enhancements thereof, whether or not developed in conjunction with MIS, and whether developed by MIS, Client, or any contractor, subcontractor, or agent of MIS or Client. To the extent ownership of the Client Content does not automatically vest in Client by virtue of this MSA or otherwise, MIS agrees to transfer and assign, and hereby transfers and assigns, to Client all right, title, and interest in the Client Content and protectable elements or derivative works thereof.

### **10. Limitation of Liability**

#### **10.1 Exclusion of Indirect Damages**

EXCEPT AS PROVIDED IN SECTION 10.4, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS MSA UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION LOST OR ANTICIPATED REVENUE OR SAVINGS, LOST PROFITS, LOST GOODWILL, LOST BUSINESS, REPLACEMENT GOODS, OR LOSS OF EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR BREACH OF WARRANTY.

#### **10.2 General Liability Cap**

EXCEPT AS PROVIDED IN SECTIONS 10.3 AND 10.4, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY (INCLUDING ITS SUPPLIERS, CONTRACTORS, AND

SUBCONTRACTORS) ARISING OUT OF OR RELATING TO THIS MSA, FROM ALL CLAIMS IN THE AGGREGATE AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE), SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO MIS UNDER THIS MSA DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "GENERAL CAP"). THE GENERAL CAP IS AN AGGREGATE CAP ACROSS ALL CLAIMS AND IS NOT APPLIED PER CLAIM.

### **10.3 Enhanced Cap for Confidentiality and Security Incidents**

NOTWITHSTANDING SECTION 10.2, AND EXCEPT AS PROVIDED IN SECTION 10.4, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 5, OR A SECURITY INCIDENT INVOLVING CLIENT CONTENT, SHALL NOT EXCEED TWO (2) TIMES THE TOTAL AMOUNT PAID BY CLIENT TO MIS UNDER THIS MSA DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "ENHANCED CAP").

### **10.4 Matters Not Subject to Limitation**

SECTIONS 10.1, 10.2, AND 10.3 SHALL NOT APPLY TO THE FOLLOWING, WHICH SHALL NOT BE SUBJECT TO ANY CAP OR TO THE EXCLUSION OF DAMAGES IN SECTION 10.1: (a) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (b) MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (c) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11; AND (d) CLIENT'S OBLIGATION TO PAY AMOUNTS DUE UNDER THIS MSA, FOR WHICH CLIENT SHALL BE LIABLE IN FULL REGARDLESS OF AMOUNT.

## **11. Indemnification**

### **11.1 MIS Indemnity**

MIS agrees to indemnify, defend, and hold harmless Client and its directors, officers, employees, contractors, agents, successors, and assigns (collectively, the "Client Indemnified Parties") from and against any and all liability (including without limitation attorneys' fees and costs) incurred by the Client Indemnified Parties in connection with any actual or alleged claim (a "MIS Claim") by a Third Party arising out of: (a) any injury to person or tangible personal property caused by MIS; (b) any infringement or misappropriation of a Third Party's rights based on the use of the Services, the Third-Party Software, or the MIS Software, including any actual or alleged infringement or misappropriation of a Third Party's copyright, trade secret, trademark, or other proprietary right; (c) any unauthorized disclosure of Confidential Information caused by MIS; (d) any gross negligence or willful misconduct of MIS; or (e) any violation by MIS of any law, court order, rule, or regulation applicable to MIS's delivery of the Services hereunder.

### **11.2 Client Indemnity**

Client agrees to indemnify, defend, and hold harmless MIS and its directors, officers, employees, contractors, agents, successors, and assigns (collectively, the "MIS Indemnified Parties") from and against any and all liability (including without limitation attorneys' fees and costs) incurred by the MIS Indemnified Parties in connection with any actual or alleged claim (a "Client Claim") by a Third Party to the extent arising out of: (a) any injury to person or tangible personal property caused by Client; (b) any infringement or misappropriation by Client of a Third Party's rights based on the Client Content or Client Software; (c) Client's breach of the AUP; (d) any act or omission of Client's End Users or other users of Client's account or credentials; (e) Client Content that is

unlawful or infringing or that violates a Third Party's rights, including rights of privacy or publicity; or (f) Client's violation of any law, court order, rule, or regulation applicable to its use of the Services.

### **11.3 Limitations**

Notwithstanding the foregoing, MIS shall not have any liability or indemnification obligation to the Client Indemnified Parties to the extent any MIS Claim is based upon or arises out of: (a) use of the Services, Third-Party Software, or MIS Software in combination with equipment, materials, products, or software where use of the Services, Third-Party Software, or MIS Software alone would not be infringing; (b) compliance with designs, plans, or other instructions provided to MIS by Client; or (c) any documented refusal by Client to install and use a non-infringing version of the Services.

### **11.4 Notice and Procedures**

The Party seeking indemnity hereunder shall give the other prompt written notice of any MIS Claim or Client Claim (collectively, a "Claim") for which indemnity is sought and shall provide: (a) all related documentation in its possession or control relating to such Claim; and (b) reasonable assistance in the defense of such Claim. The indemnifying Party shall control, at its sole cost and expense, the defense or settlement of any Claim, provided that it unconditionally releases the indemnified Party from all liability to any third party. The indemnifying Party shall keep the indemnified Party reasonably apprised of the status of the Claim.

## **12. Miscellaneous Provisions**

### **12.1 Force Majeure**

Neither Party shall be liable for delays in delivery or performance of its obligations, or for failure to deliver or perform, due to a cause or circumstance beyond its reasonable control, including without limitation an act of nature, act of civil or military authority, act of terrorism, governmental priority, strike or other labor disturbance, flood, fire, explosion, epidemic, other hostilities, unavailability, interruption or delay of third-party telecommunications or services, inability to obtain raw materials, supplies, or necessary power, significant failure of an energy provider to supply power, failure of third-party software, or failure of the Internet (not resulting from the actions or inactions of such Party) (each, a "Force Majeure Event"). The Party claiming excuse shall use commercially reasonable efforts to correct such failure or delay promptly. It shall promptly notify the other Party of any delay or failure that may be excused by this provision, specifying the expected date of resumption of performance. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost. If either Party is unable to perform for reasons excused by this provision for a period in excess of 60 consecutive days, the other Party may terminate this MSA or any applicable Quote or SOW affected by such Force Majeure Event without penalty upon written notice.

### **12.2 Relationship of Parties**

MIS and Client are independent contractors, and this MSA will not establish any relationship of partnership, joint venture, employment, franchise, or agency between them. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. Except as otherwise expressly provided in this MSA, there shall be no third-party beneficiaries to this MSA; this MSA is made for the benefit of the Parties and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

### **12.3 Marketing**

Subject to Client's prior written consent, on a case-by-case basis through an authorized Client representative, MIS may refer to Client by trade name and trademark and may briefly describe Client's business in MIS's marketing materials and website. In each such case, Client will grant MIS a revocable license to use any Client trade names and trademarks solely in connection with the rights granted under this Section, and/or will consent to MIS's inclusion of Client's name in press releases and on MIS's website. Subject to MIS's prior written consent, which shall not be unreasonably withheld, Client may refer to MIS by logo, trade name, and trademark and may briefly describe MIS's business in press releases, marketing materials, and on its website. MIS grants Client a revocable license to use MIS's logos, trade names, and trademarks solely in connection with the rights granted under this Section.

#### **12.4 Non-Solicitation**

California Business & Professions Code Section 16600 renders post-employment non-compete and employee non-solicitation covenants void. This MSA does not restrict either Party from hiring the other Party's employees or personnel. Notwithstanding the foregoing: (a) each Party shall not use, or direct any third party to use, the other Party's Confidential Information or trade secrets (as protected under the California Uniform Trade Secrets Act, Cal. Civ. Code §3426 et seq. ("CUTSA")) to identify, recruit, or solicit the other Party's employees; (b) each Party shall be liable for any misappropriation of trade secrets in connection with hiring activity, as defined under CUTSA; and (c) neither Party shall knowingly induce an employee of the other Party to breach that employee's valid, existing confidentiality obligations. These limitations are ancillary to the protection of legitimate trade-secret interests and are not intended to restrict any individual's right to seek or accept employment.

#### **12.5 Export Matters**

Each Party agrees to comply with all regulations and requirements of the U.S. Departments of Commerce, State, and Treasury, and any other United States or foreign agencies and authorities, in connection with its use or provision of the Services. Each Party assumes responsibility for compliance with laws, regulations, and requirements applicable to export and re-export (including import) of items provided hereunder and for obtaining any required export and re-export (including import) licenses or other approvals.

#### **12.6 Personal Information**

Each Party shall comply with its respective obligations under applicable data-protection legislation and under the Data Processing Addendum attached hereto as Appendix A. Consistent with Section 2 and the DPA, MIS does not access or use the contents of Client PII except as necessary to provide, operate, and secure the Services or as instructed by Client. Client remains the data controller of Client PII at all times, with MIS acting as a data processor and accessing Client PII strictly for the purpose of delivering the Services. To the extent MIS processes Personal Information (as defined under the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et seq., as amended by the California Privacy Rights Act ("CCPA/CPRA")) on behalf of Client, MIS shall act as a "Service Provider" within the meaning of Cal. Civ. Code §1798.140(ag) and certifies that it understands and will comply with the following restrictions: (a) MIS shall not sell or share Personal Information received from Client; (b) MIS shall not retain, use, or disclose Personal Information for any purpose other than the business purpose of performing the Services specified in this MSA; (c) MIS shall not retain, use, or disclose Personal Information outside the direct business relationship between MIS and Client; (d) MIS shall not combine Personal Information received from or on behalf of Client with Personal Information received from or collected through MIS's interactions with individuals other than Client, except as permitted under Cal. Civ. Code §1798.140(ag); and (e) MIS shall notify Client promptly if it determines that it can no longer meet its obligations under the CCPA/CPRA. MIS grants Client the right, upon reasonable notice, to take

reasonable and appropriate steps to ensure that MIS uses Personal Information consistent with Client's obligations under the CCPA/CPRA.

## **12.7 Insurance**

During the term of this MSA, MIS shall, at its own cost and expense, obtain and maintain in full force and effect the following insurance coverage: (a) Commercial General Liability for bodily injury and property damage, including blanket contractual liability and products-and-completed-operations coverage, with limits of not less than \$2,000,000; (b) Workers' Compensation insurance as required by applicable laws, including a waiver of subrogation; (c) Employer's Liability insurance with limits of not less than \$1,000,000; (d) Professional Errors and Omissions insurance, including Intellectual Property Infringement in connection with technology products or services provided under this MSA, with a combined single limit of \$5,000,000; (e) Automobile Liability insurance with limits of not less than \$1,000,000; (f) Data Protection Liability (Cyber Liability) insurance covering all financial loss arising from acts, errors, or omissions in connection with (i) the technology products or Services provided under this MSA, (ii) maintaining confidential employee or customer data in connection with the Services, and/or (iii) MIS's direct connectivity with Client's network, with limits of not less than \$5,000,000; and (g) Products Liability insurance with limits of not less than \$2,000,000. MIS will name Client and its officers, employees, and agents as additional insureds under the Commercial General Liability policy. Insurers must underwrite all policies of insurance rated A- or better by A.M. Best. MIS will deliver to Client a certificate of insurance that complies with the above requirements concurrently with delivery of this MSA, and shall deliver renewal certificates as and when issued throughout the term.

## **12.8 Severability**

If any portion of this MSA is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties, and the remainder of the provisions shall remain in full force and effect. Either Party's failure to insist upon or enforce strict performance of any provision of this MSA, or delay in doing so, shall not be construed as a waiver of any provision or right.

## **12.9 Assignment**

Either Party may, upon written notice to the other, assign this MSA to (i) its Affiliates and (ii) any entity resulting from a merger or sale of all or substantially all of its assets, provided that such entity agrees in writing to be bound by this MSA and is not a direct competitor of the non-assigning Party (in which case the non-assigning Party may terminate this MSA by written notice no later than 30 days after the effective date of assignment). Any other assignment shall be permitted only with the other Party's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign this MSA without prior written consent in connection with: (i) a sale of all or substantially all of its equity, assets, or business; (ii) a merger resulting in a change of control; (iii) a corporate reorganization or re-domestication; or (iv) an initial public offering, provided in each case that the assignee agrees in writing to be bound by this MSA and is not a direct competitor of the non-assigning Party. This MSA will be binding on and inure to the benefit of the Parties' respective permitted successors and assigns. Any assignment in violation of this Section shall be void ab initio.

## **12.10 Third-Party Subcontractors**

MIS reserves the right to subcontract or use services from other providers for any or all portions of the Services that MIS is obligated to perform under this MSA or an SOW, subject to the following conditions: (a) MIS shall provide Client at least 30 days' advance written notice prior to any subcontractor change involving infrastructure, hosting, or security services; (b) any substitute provider supplying services within the scope of the FedRAMP Authorization Boundary must itself

hold a current FedRAMP authorization at or above the Moderate impact level; (c) MIS shall assess and document whether any such change constitutes a Significant Change under applicable FedRAMP requirements and shall notify Client and the Authorizing Official accordingly; (d) MIS shall maintain and provide to Client upon request a current list of all authorized subcontractors and sub-processors involved in delivery of the Services; and (e) MIS shall ensure that all subcontractors are bound by confidentiality, security, and compliance obligations no less stringent than those set forth in this MSA.

### **12.11 Notice**

Any notice required or permitted under this MSA shall be in writing and may be: (i) mailed postage prepaid by registered or certified mail, return receipt requested; (ii) sent by overnight delivery service; or (iii) sent by email where successful transmission can be confirmed, to the Party to be notified at the address set forth in the Legal Notices table in Section 12.20 or such other address as the Party may designate in writing. Notices shall be considered delivered upon the earlier of: (a) actual receipt; (b) confirmed successful transmission by email with open and read receipts; (c) confirmed delivery via overnight courier; or (d) five days after mailing via prepaid certified U.S. mail, return receipt requested. Invoices, notices of service dates, late-payment notices, and similar routine operational notices may also be delivered by MIS to the Client by first-class mail (postage prepaid) or email, and are considered delivered on the day deposited in the mail or emailed. All formal legal notices shall be addressed to the contact designated in Section 12.20.

### **12.12 Dispute Resolution**

The Parties shall use commercially reasonable efforts to resolve any dispute, controversy, or claim arising out of or relating to this MSA or its breach, termination, or validity ("Dispute") through the following process before initiating litigation: (a) Executive Escalation — either Party may provide written notice of a Dispute ("Dispute Notice") to the other; within 10 business days of receipt, authorized senior representatives of each Party shall meet (in person or by video conference) and negotiate in good faith to resolve the Dispute; if the Dispute is not resolved within 30 days of the Dispute Notice (or such longer period as the Parties may agree in writing), either Party may pursue its rights under Section 12.13; (b) Exceptions — notwithstanding the foregoing, either Party may seek immediate emergency or injunctive relief from a court of competent jurisdiction without first exhausting these procedures; and (c) Federal Matters — the Parties acknowledge that disputes involving a U.S. federal agency end user may be subject to applicable federal statutes, regulations, or the Contract Disputes Act, and the procedures in this Section shall be applied consistently with such federal requirements to the extent applicable.

### **12.13 Governing Law; Venue**

This MSA shall be governed by and construed in accordance with the laws of the State of California applicable to a contract executed and performed in such State, without giving effect to conflicts-of-laws rules or principles. The application of this MSA of the United Nations Convention on the International Sale of Goods is excluded in its entirety, and the Uniform Computer Information Transactions Act shall not apply. Neither the course of conduct between the Parties nor trade practice shall act to modify any provision of this MSA (except to the extent such trade practice is expressly referenced in this MSA as "industry standard" or similar benchmark). This MSA is not intended to prevent either Party from complying with any applicable law, ruling, order, regulation, or requirement of any governmental authority or court of competent jurisdiction. Neither Party will be liable or deemed in breach to the extent its failure to perform directly results from such compliance (any delay resulting therefrom will extend or excuse performance as may be reasonable). Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, for any suit, action, or proceeding arising out of this MSA, agrees that service of process by U.S. registered mail to such Party's address

shall be effective, and irrevocably waives any objection to venue in, or any claim of inconvenient forum regarding, such courts. Except as otherwise specified in this MSA, each Party shall bear its own attorneys' fees and costs in any dispute, consistent with California Code of Civil Procedure §1021, provided that the prevailing Party in any action to enforce this MSA shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

#### **12.14 Remedies**

All remedies in this MSA are cumulative, and neither the availability nor the exercise of any such remedy shall prevent a Party from exercising any other remedy it would otherwise have under this MSA or by law.

#### **12.15 Entire Agreement**

This MSA and any Appendix constitute the complete and exclusive Agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter. This MSA may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Any change or modification to this MSA must be made by a written amendment executed by the Parties. Even if they include a typed name and/or signature block, emails and other electronic messages do not constitute signed writings for purposes of modifying this MSA.

#### **12.16 Counterparts; Delivery by Electronic Means**

This MSA may be executed in counterparts. Copies of executed counterparts transmitted by facsimile or electronic means shall be considered original executed counterparts for purposes of this MSA.

#### **12.17 Order of Precedence**

The documents comprising the Agreement are the Quote(s), the SOW(s), this MSA, the SLA, the AUP, the Data Processing Addendum (Appendix A), and any amendments. In the event of a conflict among them, the following order of precedence governs, from highest to lowest: (1) the applicable Quote(s); (2) the applicable SOW(s); (3) this MSA; (4) the SLA; (5) the AUP; (6) the Data Processing Addendum; and (7) any amendment, in each case only to the extent of the conflict; provided, however, that the Data Processing Addendum shall control with respect to data-protection and privacy matters notwithstanding the foregoing order. For the avoidance of doubt, this MSA controls over the SLA and the AUP in all respects, and over the Data Processing Addendum except with respect to data-protection and privacy matters, for which the Data Processing Addendum controls.

#### **12.18 Standard Form; Modifications**

This MSA is a standard-form, non-negotiable Agreement issued by MIS. Its terms are not subject to negotiation, and no course of dealing, prior or contemporaneous representation, or trade usage shall modify them. Any change to, deviation from, or addition to the terms of this MSA shall be effective only if expressly set forth in a subsequent written agreement (including a Quote, SOW, or amendment) executed by the Parties that specifically identifies the MSA provision(s) being modified. Absent such an express written modification, this MSA governs in full.

#### **12.19 Relationship Management**

MIS agrees to comply with the SEAP. MIS agrees to provide the resources necessary for the effective execution of this MSA and, regardless of other commitments or obligations hereunder, shall, at its own expense, provide a dedicated relationship manager to support the performance of this MSA. The relationship manager shall have the requisite skills and empowerment to

manage the day-to-day operations of the engagement effectively, communicate with the Client, and escalate internally as appropriate. Client shall provide a designated point of contact and, as applicable, secondary points of contact to support the performance of this MSA, communicate with MIS, and escalate internally as appropriate.

### 12.20 Legal Notices

Formal legal notices to MIS shall be addressed as follows:

<b>Attn:</b>	Legal Department
<b>Company:</b>	MIS Sciences Corporation
<b>Address:</b>	2550 N Hollywood Way, Suite 404, Burbank, CA 91505
<b>Telephone:</b>	818-847-0213
<b>Fax:</b>	818-847-0214
<b>Email:</b>	legal@mis-sciences.com

Formal legal notices to Client shall be addressed to the contact identified in the Agreement, Quote, or SOW that incorporates this MSA, or such other contact as Client designates in writing.

## **Appendix A — Data Processing Addendum**

The Data Processing Addendum ("DPA") attached as this Appendix A governs the processing of Personal Information and the handling of Security Incidents, and is incorporated into and made a part of this MSA. Capitalized terms used in this MSA by reference to the DPA (including "Security Incident" and "Authorization Boundary") have the meanings given in the DPA.