

## ComportSecure LLC (ComportSecure) GENERAL MASTER AGREEMENT

**BACKGROUND:** ComportSecure LLC ("ComportSecure") offers various Service offerings to \_\_\_\_\_ ("Customer" or "Subscriber"). All Service offerings are defined in associated addenda to this Agreement and are referenced in the ComportSecure Sales Quote ("CSQ"). The parties acknowledge that Services and Software may be jointly referred to throughout this Agreement and the addenda as Services, as the context reasonably requires. This General Master Agreement ("Agreement") is intended to specify the terms and conditions applicable to all Services unless otherwise stated in the Service Description, SOW, CSQ or other contract documents.

ComportSecure is an authorized reseller of Third-Party Software, tools, products and services which are sometimes incorporated into the Services being delivered and listed in the CSQ. As such, the terms of the respective Third-Party vendor; (i.e. the Third Party's software license as referenced in a line item Service Description or in its absence the Third Party terms otherwise attached to a SOW or provided by ComportSecure), will control and take precedence for that Service item; whereas terms that are not specific to that Service item, but govern the overall CSQ such as payment terms, will be governed by this Agreement.

**Comport Consulting Corp.** is a separate company and affiliate of **ComportSecure LLC** and as such Comport Consulting Corp. is not a party to this Agreement nor a guarantor of ComportSecure LLC offerings.

**DEFINITIONS:** The terms referenced in this Agreement have the following meaning:

- a) "Services" means, collectively all ComportSecure offerings, including cloud-based Services, Managed Services, Software, IaaS, SaaS and other Professional Services as specified in a CSQ, SOW, ComportSecure Service Description or other contract addenda. Services may include software applications that are governed by the terms of a license agreement, as may be set forth in the applicable governing documents.
- b) "**Managed Services**" means: ComportSecure's management of the Customer owned and operated data processing platform and Software all as described in a CSQ, ComportSecure Service Description or SOW. It may also include SaaS and IaaS solutions hosted by or on behalf of ComportSecure, as set forth in a CSQ, ComportSecure Service Description or SOW.
- c) "**Software**" refers to the application software developed, licensed by and or distributed by ComportSecure, as referenced on the CSQ, ComportSecure Service Description or SOW.
- d) "**Subscriber**" means the Customer named in this Agreement and in the associated CSQ and/or associated Customer Purchase Order.
- e) "**Subscriber Data**" means any applications, data, content, code, video, images or other materials of any type that Subscriber uploads, submits or otherwise transmits to or through Services.
- f) "**Users**" means those customer employees, contractors, and end users, as applicable, authorized by the Subscriber to use the Services in accordance with this Agreement and the Subscriber's SOW. For Services that are specifically designed to allow the Subscriber's customers, suppliers or other third parties to access the Services to interact with the Subscriber, such third parties will be considered "Users" subject to the terms of this Agreement and the Subscriber's SOW.
- g) "**CSQ**" refers to a ComportSecure Sales Quote defining all products and Services being provided pursuant to ComportSecure Service Descriptions, SOW's, hosting agreements and service level descriptions.
- h) "**Service Descriptions**" refer to specific pre-defined Managed and Professional Services provided by ComportSecure to Customers articulated in a written statement.
- i) "**SOW**" means the SOW form, statement of work, purchase authorization letter, or other written, document for the provision of Products and Services between ComportSecure and Customer.
- j) "**Subscription Period**" means the duration of the subscription granted for the SaaS Services, Software, or Managed Services (as applicable), as specified in the SOW or ComportSecure Service Description, or any shorter term arising from a termination of this Agreement.

- k) **“Professional Services”** means any consulting, training, implementation, or technical services provided by ComportSecure to Customer, as set forth in a ComportSecure Service Description, SOW or other contract addenda.
- l) **“Software as a Service” or “SaaS”** means the technology services provided by ComportSecure and hosted by or on behalf of ComportSecure in a multi-tenant environment or single tenant environment, as set out in the applicable CSQ, Service Description or SOW and identified as “SaaS Services”.
- m) **“Infrastructure as a Service” or “IaaS”** means the technology services provided by ComportSecure and hosted by or on behalf of ComportSecure in a multi-tenant environment or single tenant environment, as set out in the applicable CSQ, ComportSecure Service Description or SOW and identified as “IaaS Services”.
- n) **“Products and Services”** refers to ComportSecure or third-party products and services which may be included as part of the solution offering.
- o) **“Third Party Products”** means hardware and software products developed and distributed by a third party and offered by ComportSecure under this Agreement as set forth in an associated SOW, Service Description or CSQ.
- p) **“Third Party Software”** means software developed and distributed by a third party and offered by ComportSecure subject to the terms of the respective third party’s software license terms, in lieu of the software license, warranty and indemnities provided by ComportSecure under this Agreement.
- q) **“Party”** means ComportSecure or the Customer, as applicable.
- r) **“Third Party”** refers to all other parties other than ComportSecure and Customer, including vendors, service providers and subcontractors.
- s) **“Effective Date”** means the effective date stated in the CSQ, Service Description, SOW or other written document authorized by both Parties.
- t) **“Change Order”** refers to a change in Services that are mutually agreed upon by the Parties and which is evidenced by a mutually executed change order form or updated CSQ (“Change Order”). The Change Order can modify existing Services being provided or may result in new additional Services to be rendered and in either case will be subject to the terms of this Agreement including all existing terms and conditions unless otherwise expressly stated.

## 1. LICENSE.

- a) **Subscriber License To ComportSecure.** To enable ComportSecure to provide the Subscriber with the Services, the Subscriber grants ComportSecure the right to use, process, collect, copy, store, transmit, modify and create derivative works of Subscriber Data, in each case solely to the extent necessary to provide the applicable Service in accordance with this Agreement within data centers located within the United States as described in this Agreement and associated documents for the duration of the Services period plus any additional post-termination period during which ComportSecure provides the Subscriber with access to retrieve an export file of Subscriber’s content, not to exceed 60 days.
- b) **License by Subscriber to Use Feedback.** Subscriber grants ComportSecure a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Subscriber or Users relating to the operation of the Services.
- c) **Third Party Software.** Third Party Software, remains governed by the terms of the respective Third-Party terms and may be referenced in the CSQ, Service Descriptions or SOW. Such terms are also available from ComportSecure upon request.

## 2. INVOICE AND PAYMENTS.

- a) **Fees (Recurring and Nonrecurring Charges).** Unless otherwise expressly stated in the CSQ and associated addenda, Subscriber shall pay all monthly recurring charges (each a “MRC”) and nonrecurring charges (each a “NRC”) (collectively, “Fees”) in U.S. dollars to the address or in the manner designated on an invoice upon receipt of ComportSecure’s invoice.
- b) **Taxes.** All Fees and other amounts payable by the Subscriber to ComportSecure pursuant to this Agreement are exclusive of all applicable sales taxes, use taxes, value added taxes, duties,

assessments, or other similar taxes levied on the Services, equipment, or Software (collectively, the "**Taxes**"). All Taxes will be the sole responsibility of the Subscriber. The Subscriber will promptly pay ComportSecure any Taxes owed upon request by ComportSecure.

- c) **Additional Payment Terms.** Payment of the Fees, any Taxes owed, and any other amounts due ComportSecure from the Subscriber pursuant to this Agreement will be made in U.S. Dollars and paid by regular, certified, or bank check, letter of credit, wire transfer in accordance with the wire transfer instructions provided by ComportSecure. No setoffs by the Subscriber will be permitted against any amounts due ComportSecure from the Subscriber pursuant to this Agreement. Subscriber authorizes ComportSecure to charge Subscriber recurring fees to Subscriber's designated payment method. Subscriber acknowledges that the amount billed each month may vary from month to month for reasons that may include Subscription overages or terminating a subscription early. Services, Fees and payment terms are included in the CSQ and will apply upon signature. As noted on the CSQ or other addenda certain charges may be billed on a monthly basis in arrears, based upon actual consumption during that month. Utilization is billed in one-month minimum increments.
- d) **Late Payment Policy.** All payment obligations are non-cancellable, non-refundable non-contingent and without rights of setoff. ComportSecure may elect to charge the Subscriber a late fee of 1½% of any past due amount beyond ten (10) days and any damages caused thereby (including, without limitation, attorneys' fees and disbursements) per month or fraction thereof until such past due amount and damages by are paid in full. ComportSecure will continue to charge Subscriber and Subscriber will be responsible for charges for Services during any period of suspension. Subscriber is liable for all reasonable costs and expense for collection of delinquent Fees.
- e) **Billing Commencement Date.** Unless otherwise specified in the ComportSecure Sales Quote: (i) invoices will be issued monthly in advance for full month increments, on the first of each month and will include MRC and NRC; and (ii) Services are deemed accepted upon delivery. Monthly invoices will reflect billing in arrears for excess capacity consumed in prior periods.
- f) **Credit Approval and Security Deposits.** Subscriber agrees to provide ComportSecure with reasonable credit information as requested, and delivery of Services may be subject to credit approval.

### 3. **Warranty.**

- a) **Limited Warranty.** ComportSecure represents and warrants to Subscriber that the Service will be in substantial compliance with the printed contract addenda. In the event of a breach, Subscriber will promptly notify ComportSecure of the non-conformity in writing and ComportSecure will use reasonable commercial efforts to repair the Service to operate in compliance with its written description. Subscriber's exclusive remedy for breach of this warranty is for ComportSecure to correct or work around the reported malfunction upon request. If the malfunction persists in causing a material failure of the Service to conform to the Service Description, SOW or other contract addenda without correction or work-around forty-five (45) days after written notice to ComportSecure of a warranty claim under this Section 3.a, then Subscriber may promptly terminate the affected Service and ComportSecure shall refund to Subscriber any prepaid subscription fees covering the remainder of the Term of the affected Service after the date of termination. This unused prepaid refund option remains ComportSecure's exclusive duty and Subscriber's sole remedy even in the event that the remedy should fail in its essential purpose. Subscriber is solely responsible for all equipment, software and services that they utilize, there are no express or implied warranties under this Agreement including but not limited to any warranty of interoperability or compatibility.
- b) **Residual Warranty Disclaimer.** ComportSecure makes no warranty that the Service will meet Subscriber's requirements or operate under Subscriber's specific conditions of use. ComportSecure makes no warranty that operation of the Service or Software will be secure, error free, or free from interruption. **EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT OR OTHERWISE AGREED TO IN WRITING, COMPORTSECURE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.**

**SUBSCRIBER MUST DETERMINE WHETHER THE SERVICE SUFFICIENTLY MEETS  
SUBSCRIBER'S REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY.**

4. **Subscriber Data Legal Compliance.** Subscriber must ensure that Subscriber's use of Services and all Subscriber Data is at all times compliant with our Acceptable Use Policy, <https://comport.com/comportsecure/aup> and all applicable local, state, federal and international laws and regulations ("Laws"). Subscriber represents and warrants that (i) Subscriber has obtained all necessary rights, releases and permissions to provide all Subscriber Data to ComportSecure and to grant the rights granted to ComportSecure to provide the Services requested under this Agreement and (ii) Subscriber Data and its transfer to and use by ComportSecure as authorized by Subscriber under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations described in the ComportSecure Privacy Policy, <https://comport.com/comportsecure/privacypolicy>, ComportSecure assumes no responsibility or liability for Subscriber Data, and Subscriber shall be solely responsible for Subscriber Data and the consequences of using, disclosing, storing, or transmitting it.
5. **Representations and Warranties.** Each party represents and warrants to the other party that: (i) they are duly organized, validly existing, and in good standing in their state and/or country of organization; (ii) this Agreement is a valid and binding obligation of theirs and is enforceable against them in accordance with its terms; and (iii) they are not a party to any agreement, judgment, decree, or order that would directly or indirectly affect their ability to perform their obligations under this Agreement.
6. **Confidentiality.** "Confidential Information" means any information one party discloses to the other under this Agreement which is identified as confidential or proprietary. Confidential Information does not include information which: is rightfully obtained by the recipient without breaching any confidentiality obligations; is or becomes known to the public through no act or omission of the recipient; the recipient develops independently without using Confidential Information; or is disclosed in response to a valid court or governmental order if the recipient notifies the disclosing party and assists in any objections. The recipient may use Confidential Information only for the purposes for which it was provided under this Agreement, and shall treat it with the same degree of care as it does its own similar information, but with no less than reasonable care. The recipient shall (i) take adequate technical and organizational security measures to safeguard Personal Data and other confidential information of the discloser against unauthorized access, destruction, disclosure, transfer, or other improper use, and that, without limiting the generality of the previous sentence, that those measures will, throughout the Term, comply with no less than the minimum protection measures, as required by relevant privacy laws; and (ii) immediately notify the discloser upon first becoming aware that it has failed to comply with, or otherwise is unable to comply with, one or more of its obligations under this Agreement in which case, without limiting any other remedies available to the discloser under this Agreement or applicable law, the recipient will promptly at their own cost and expense take all reasonable steps to help mitigate the extent of and impact of any unauthorized use of Confidential Information disclosed hereunder.
7. **Intellectual Property.** Each party retains its own pre-existing works including any copyright, patents or other intellectual property rights, as well as any enhancements, modifications, derivatives thereto or improvements thereof. ComportSecure and the Subscriber hereby agree that any and all inventions, designs, ideas, developments, improvements, techniques, modifications, know-how, trade secrets, processes, , plans, object or source code and software programs, works of authorship and any other works, whether or not patentable or registrable under copyright, patent, or similar statutes created, as well as any moral rights related thereto, created, conceived, or developed by ComportSecure, either solely or in conjunction with others, whether before, on, or after the date of this Agreement, that in any way or manner relate to or are based on or derived from the Services will belong exclusively to ComportSecure (collectively, the "**Inventions**"). The Subscriber agrees to assign and does hereby expressly assign to ComportSecure all right, title, and interest world-wide in and to the Inventions that it

might have without further compensation (including, without limitation, all world-wide copyright, patent, trademark, trade secret, mask work, and all other intellectual property rights associated with the Inventions).

8. **Limitation of Liability and Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, REVENUE, PROFITS, OR GOODWILL, LOSS OF OR DAMAGE TO BUSINESS, BUSINESS VALUE, OR BUSINESS RELATIONS, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR FACILITIES, ECONOMIC LOSSES OR PROPERTY DAMAGE, CLAIMS OF AGREEING PARTIES OR VENDORS, OR ATTORNEYS' FEES AND DISBURSEMENTS) ARISING FROM, CONNECTED WITH, OR RELATED TO THIS AGREEMENT, THE SERVICES, OR ANY OTHER PRODUCTS OR SERVICES SUBSCRIBER MAY USE WITH THE SERVICES OR IN CONNECTION WITH THIS AGREEMENT WHETHER ARISING UNDER CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, ENTERPRISE LIABILITY, PRODUCT LIABILITY, ANY OTHER THEORY OF LIABILITY, OR OTHERWISE. COMPORTSECURE'S TOTAL LIABILITY TO THE SUBSCRIBER, IF ANY, ARISING FROM, CONNECTED WITH, OR RELATED TO THIS AGREEMENT AND THE SERVICES WILL NOT EXCEED THE TOTAL AMOUNT OF MONTHLY SERVICE CHARGES PAID BY THE SUBSCRIBER TO (AND ACTUALLY RECEIVED BY) COMPORTSECURE PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE SUBSCRIBER'S CLAIM OF LIABILITY.
9. **Indemnification.** ComportSecure shall defend Subscriber, at ComportSecure's expense, against any claims, demands, suits or proceedings ("**Claims**") made or brought against Subscriber by a third party alleging that the use of the Service as contemplated hereunder, and excluding actions based upon Subscriber Data, infringe a patent, copyright, or trademark of a third party or misappropriates such third party's trade secrets. Further, ComportSecure shall indemnify and hold Subscriber harmless against all costs (including reasonable attorneys' fees) finally awarded against Subscriber by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by ComportSecure, in connection with such Claims. Upon receiving notice of a Claim, Subscriber shall: (i) give ComportSecure prompt written notice of the Claim; (ii) give ComportSecure sole control of the defense and settlement of the Claim (provided that ComportSecure may not settle or defend any claim unless it unconditionally releases Subscriber of all liability); and (iii) provide to ComportSecure, at ComportSecure's cost, all reasonable assistance in the defense or settlement of such Claim. ComportSecure's indemnification obligation shall be offset to the extent its ability to defend or settle a claim is jeopardized by Subscriber's failure to comply with the preceding sentence. ComportSecure shall have no indemnification obligation to the extent any infringement claims arise from: the combination of the Service with any of Subscriber's products, services, hardware, data or business processes or use of the Service by Subscriber other than in accordance with this Agreement (and Addenda), ComportSecure's written instructions including any reports or deliverable provided by ComportSecure hereunder; or Subscriber's failure to use the latest version of the Service with updates and patches then included in the Service. If the Service is held or likely to be held infringing, ComportSecure shall have the option, at its expense, to: (i) replace or modify the Service as appropriate; (ii) obtain a license for Subscriber to continue using the Service; (iii) replace the Service with a functionally equivalent service; or (iv) terminate the applicable Service and refund any fees applicable to the infringing Service based upon the unused portion the Service subscription. This Section 8 states ComportSecure's entire liability and Subscriber's exclusive remedy for any claim of intellectual property infringement.
10. **Background Checks.** As permitted and as may be required by law, ComportSecure shall perform appropriate background checks on all individuals who provide the Services, including at a minimum: (i) SSN Verification (with trace); (ii) Academic Credentials (through highest level of education earned or most recent place of attendance); (iii) Employment History (all employers for the longer of last seven years or last three employers); (iv) Criminal History (all felonies, misdemeanors, convictions, current

indictments, and time served for last seven years in all counties of residence); and (v) Professional Licenses (if applicable). ComportSecure shall make appropriate assignments to Subscriber based on such policies and background checks and shall not assign any individual to Subscriber that would be disqualified under ComportSecure's internal policies. Subscriber reserves the right to interview individuals assigned by ComportSecure to provide on-site, dedicated, or securities-related Services, and to impose additional background check and disqualification requirements as a condition of assignment.

11. **Term.** This Agreement will be effective as of the date of the Services commencement and shall remain in effect until ninety (90) days following the termination or expiration of the term stated in the CSQ or other contract addenda. The term for each CSQ commences on the service commencement date of the applicable CSQ and continues for the length of time stated in such CSQ or other contract addenda ("**Initial Term**"). Upon expiration of the Initial Term, the term for such order shall automatically renew for successive one-year periods (each renewal a "**Renewal Term**"), and, collectively, the Initial Term and any Renewal Term(s) shall be referred to as Term. Notwithstanding the foregoing, either party may cancel the renewal of an Initial Term or a Renewal Term by notifying the other party at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term. ComportSecure will provide Subscriber with written notice of pending expiration not less than 90 days but no more than 120 days from any pending expiration date. For the avoidance of doubt, where Subscriber is providing ComportSecure with notice, they will comply with the notice process set forth in Section 13 j below.

12. **Termination.**

- a) This Agreement may be terminated as follows:
- i. If the Customer is in breach of any obligation to ComportSecure for the payment of money and fails to cure the breach within 10 days after written notice of the breach, ComportSecure may terminate this Agreement immediately thereafter.
  - ii. If either party to this Agreement is in breach of any of its representations, warranties, covenants, or material obligations under this Agreement other than for payment of money or under Section 2 and fails to remedy that breach within 30 days after receipt of written notice of such breach from the non-breaching party, or as to such breaches that by their nature cannot reasonably be cured within that time, the breaching party fails to commence diligent efforts to cure such breach within that time and prosecute such efforts diligently to completion, the non-breaching party may thereafter terminate this Agreement by written notice to the breaching party.
- b) The termination of this Agreement for any reason will not affect the obligations which have accrued as of the date of termination and those obligations which, from the context thereof, are intended to survive the termination of this Agreement. If either party for any reason terminates this Agreement, the Customer will not be entitled to a refund of any Fees paid prior to the termination of this Agreement.
- c) **Notice to ComportSecure of Nonrenewal or Termination.** If Subscriber intends not to renew or to terminate an Order, as permitted by this Agreement, Subscriber must provide notice from an authorized representative of Subscriber of such nonrenewal or termination via an email to ComportSecure addressed to [ContractAdmin@comportsecure.com](mailto:ContractAdmin@comportsecure.com). Subscriber shall not be deemed to have provided an effective notice of nonrenewal or termination if ComportSecure does not receive such notice at this email address and in accordance with the terms of this Agreement.
- d) **Effect of Termination or Nonrenewal.** Upon termination of a CSQ or other contract addenda Subscriber shall immediately pay to ComportSecure: (a) all Subscriber authorized third party charges incurred by ComportSecure arising from such termination; (b) all unpaid Fees through the effective date of termination; and (c). Subscriber agrees to pay all amounts owing on or before the termination date. If requested by Subscriber within thirty (30) days from the effective date of termination or expiration of Term, ComportSecure will make available to Subscriber a file of the Subscriber content in its possession, if any. Rights and obligations that, by their nature, continue after the termination or expiration of an Order and this Agreement shall survive and continue after

the termination or expiration of an Order, and shall bind the parties, their successors, heirs and permitted assigns.

- e) **Early Termination by Customer.** If Customer terminates this Agreement or the Services, or any portion thereof, provided pursuant to the Agreement and any CSQ prior to the end of the term for any reason other than ComportSecure's uncured material breach or if ComportSecure terminates the Agreement or the Services due to Customer's uncured material breach prior to the end of the term on the CSQ, the Customer must pay to ComportSecure 100% of the monthly service Fees for the number of months contracted for minus the number of months already paid ("the remaining months"). ComportSecure may, at its sole discretion, charge such amount to the Customer's credit card or other payment method that the Customer has previously given to ComportSecure at any time for the purpose of paying the Fees or any portion thereof. CUSTOMER ACKNOWLEDGES THAT THE TERMINATION CHARGE SET FORTH IN THIS SECTION IS A REASONABLE ESTIMATE OF DAMAGES TO BE SUFFERED BY COMPORTSECURE AS A RESULT OF THE EARLY TERMINATION OF SERVICES, WHICH AMOUNTS ARE IMPOSSIBLE OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THAT SUCH TERMINATION CHARGE IS NOT INTENDED AS A PENALTY BUT AS LIQUIDATED DAMAGES. In the case of standalone time and material Service engagements for Professional Services that do not involve recurring monthly ComportSecure engagement and management, Customer will pay ComportSecure for Services rendered through the termination date provided that fourteen (14) days advance written notice is provided to ComportSecure.

### 13. **Miscellaneous.**

- a) **Non-Solicitation.** Each party to this Agreement agrees to refrain from soliciting for employment or hiring, directly or indirectly, any of the other party's employees during the Term of this Agreement and for one (1) year thereafter without the prior written consent of the other party.
- b) **Service-Specific Terms.** Some of ComportSecure's Services may be subject to additional terms specific to that Service as set forth in the SOW, Service Description or included in the CSQ.
- c) **Enforcement of the Agreement.** ComportSecure will be entitled to recover attorneys' fees and disbursements, court costs, expenses of investigation, expert fees, and all other costs and expenses incurred by ComportSecure in connection with an enforcement, provided that ComportSecure is the prevailing party in any such action or proceeding.
- d) **Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties to this Agreement and delivered to the other parties to this Agreement, it being understood that all of the parties need not sign the same counterpart. This Agreement may be executed by facsimile, scanned, or PDF signatures.
- e) **Assignment.** The Subscriber may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of ComportSecure.
- f) **Force Majeure.** No party to this Agreement will be in default under this Agreement by reason of any delay or failure in its performance under this Agreement (other than the payment of any amount due another party to this Agreement pursuant to this Agreement) resulting, directly or indirectly, from acts beyond the reasonable control of such party, including, without limitation, acts of God, strikes, walkouts, lockouts, freight embargo, riots, civil disturbance, acts of war, acts of terrorism, acts of a public enemy, laws, regulations, or other government proclamations, ordinances, or acts, quarantine, epidemics, unusually severe weather, power failures, earthquakes, floods, fires, explosions, or other catastrophes.
- g) **Cumulative Remedies.** Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement or otherwise conferred upon or reserved to any party to this Agreement are cumulative and not exclusive of any other rights or remedies which the party otherwise has or would have under this Agreement or otherwise, and may be exercised singularly, successively, or together at the sole discretion of the party as often as occasion may arise or as may be deemed expedient.
- h) **Governing Law; Jurisdiction.** This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of New Jersey, without regard to the principles of conflict of

laws, and will be binding on the parties to this Agreement in the United States and worldwide. Any suit or proceeding relating to this Agreement will be commenced exclusively in the state or federal courts located in Bergen County, New Jersey, and each party to this Agreement irrevocably consents to the exclusive jurisdiction and venue of such courts. The application of Uniform Computer Information Transactions Act (UCITA) or the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. In the event that either party brings an action, proceeding or arbitration to enforce the provisions of this Agreement, the prevailing party shall be entitled to collect all reasonable attorneys' fees and expenses incurred in connection therewith.

- i) **Dispute Resolution.** Any disputes arising under this SOW shall be resolved through negotiation, followed, if unsuccessful after thirty (30) days, by non-binding mediation and, if the latter is unsuccessful after thirty days (30), arbitration. Mediation and arbitration are to be held in good faith by both parties and in accordance with the rules then in effect governing non-administered mediation and non-administered arbitration of business disputes as promulgated by the CPR Institute for Dispute Resolution located in New York, New York ("CPR Rules"). The mediation, should it occur, is to be held before a sole mediator. The arbitration, should it occur, is to be heard by a sole arbitrator and will be governed by and enforceable under the United States Arbitration Act (9 USC § 1-16). Any judgment upon the arbitration award may be entered by any court having competent jurisdiction thereof. The arbitrator shall have the power to arbitrate all disputes, including those of arbitrability, as well as grant interim relief to the extent necessary and consistent with the CPR Rules. The arbitrator shall have no power to award punitive damages. Any resulting arbitration award shall be limited, to the extent reasonable, to not more than ten pages in length. Initially, each party shall bear its own expenses, and those of the mediator and arbitrator shall be borne equally by both parties. Ultimately, the arbitrator may award all or a portion of the arbitration expenses incurred by the successful party, including legal fees and costs, as the arbitrator sees fit. The mediator, the arbitrator, the parties, their representatives and other participants shall hold the existence, content and result of the mediation and arbitration in confidence. The mediation and arbitration shall be conducted in Bergen County, New Jersey or other such place, and at a date and time as the parties may mutually agree.
- j) **Notices and Consent To Electronic Communications.** Any notice, consent, demand, or other communication required or permitted under this Agreement will be in writing, addressed to the party that the same is directed using the address set forth in this Agreement (or such other address as the party may designate by like notice from time to time) by regular U.S. mail, postage and charges prepaid. However, ComportSecure may send Subscriber required legal notices and other Service communications about the Services, including updates, upgrades, special offers and pricing, in-product notices or other similar information, customer surveys or other requests for feedback ("Communications") via email to registered email addresses of named contacts and may post Communications on its Websites. By accepting this Agreement, Subscriber consents to receive all Communications through these electronic means only and acknowledges and demonstrates that Subscriber can also access Communications on Websites.
- k) **Amendment.** This Agreement may not be amended, changed, or modified, except in a written instrument signed by all of the parties to this Agreement.
- l) **Severability.** If any provision of this Agreement is finally determined to be unenforceable, invalid, or ineffective in any action, suit, or proceeding, such provision will be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The determination that any provision of this Agreement is unenforceable, invalid, or ineffective in any action, suit, or proceeding will not affect the enforceability of the remainder of this Agreement.
- m) **No Waiver.** Failure on the part of any party to this Agreement to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
- n) **Binding Effect.** This Agreement is binding upon and will inure to the benefit of the parties to this Agreement and their respective legal representatives, heirs, executors, successors, and permitted assigns.
- o) **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties to this Agreement and does not create or grant any right in a person or entity who is not party to this Agreement.

- p) **Headings.** The headings in this Agreement are inserted as a matter of convenience only and will not be used to interpret or construe any provision of this Agreement.
- q) **Construction.** Whenever the context may require, any pronoun used in this Agreement will include the corresponding masculine, feminine, or neuter forms and the singular of nouns, pronouns, and verbs will include the plural and vice versa.
- r) **General Interpretive Principles.** For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (a) references in this Agreement to “Sections”, “paragraphs”, and other subdivisions without reference to a document are to designate Sections, paragraphs, and other subdivisions of this Agreement; (b) the word “herein”, “hereof”, “hereunder”, and other words of similar import refer to this Agreement as a whole and not to any particular provision; and (c) the terms “include” or “including” will mean without limitation by reason of enumeration.
- s) **Incorporation by Reference.** Every associated addenda to this Agreement referenced in a CSQ is hereby incorporated into this Agreement by reference.
- t) **Compliance with Laws.** To the extent applicable to the provision of Services under this Agreement, each Party agrees to comply with all applicable federal and state laws, statutes and regulations in the performance of its duties, including but not limited to HIPAA and any other applicable statutes or regulations concerning patient privacy and data security. The Parties acknowledge and agree that to the extent that ComportSecure may be given access to PHI and may be requested to perform activities or functions to assist Customer around the access, maintenance or management of Customer’s PHI, ComportSecure may be acting in the capacity of a business associate. Accordingly, the Parties may be required to enter into a separate business associate agreement with respect to the Services, which is attached as an addenda and is incorporated into the Agreement by this reference. For the purpose of clarity, the parties acknowledge that the maintenance, transfer and or monitoring transmissions of PHI is not included within the scope of Services being provided, however in the event of such requirement, the Customer will advise ComportSecure in writing of such request for services.
- u) **Security Practices Compliance.** To the extent applicable, Customer represents that it maintains industry standard Consumer Financial Protections and HIPAA compliant security policies and practices around the access, transmission, maintenance and storage of its patient data, PHI, and consumer personal information, including but not limited to appropriate firewalls, security access keys and passcodes, data encryption and patient privacy practices. For the purpose of clarity, Customer acknowledges that they will encrypt Customer patient PHI data and consumer personal information before transmitting or storing such data within the Customer environment. ComportSecure assumes no liability for Customer’s non-compliance with such security practices and measures by Customer’s employees, agents and contractors. Customer will notify ComportSecure should it become aware of any lapse or non-compliance with such policies and practices.

**Entire Agreement.** This Agreement and the associated Addenda contain the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements relating thereto.