



SCINARY CYBERSECURITY, LLC MASTER SERVICES AGREEMENT

This Scinary Cybersecurity, LLC Master Services Agreement (“**Agreement**”) is entered into by and between Scinary Cybersecurity, LLC (“**SCINARY**”), a Texas limited liability company and the Client as designate by invoice received from SCINARY (“**CLIENT**”). CLIENT enters into this Agreement for the benefit and on behalf of CLIENT, which the parties agree are bound by and benefit from this Agreement. References to “CLIENT” or to a “party” (as it relates to CLIENT) in this Agreement include CLIENT and CLIENT’s affiliates, if any. Reference to “party”, “Parties”, or “Party” may refer to Scinary, Client, or both, as the context may require. This Agreement is effective on the date of execution by the last party to sign as set forth by the signatures (the “**Effective Date**”).

1. SERVICES AGREEMENT

- 1.1. On the terms and conditions set forth in this Agreement, SCINARY agrees to use commercially reasonable efforts to provide to CLIENT, and CLIENT agrees to purchase from SCINARY, the services described in this Agreement, Supplemental Agreements, and Attachments (“**Services**”). The term “**Supplemental Agreements**” means one or more written agreements entered into from time to time by SCINARY and Client that expressly reference this Agreement and that specifically identify one or more Services to be provided by SCINARY under this Agreement, the charges payable by CLIENT, and additional terms, if any, including (without limitation) terms concerning the implementation, management, performance, and use of the Services. The term “**Attachments**” means written exhibits, schedules, or other attachments to this Agreement or Supplemental Agreements. The terms and conditions of this Agreement will apply to and control all Services, Supplemental Agreements and Attachments, except to the extent, if any, that Supplemental Agreements or Attachments expressly modify or supplement the terms and conditions of this Agreement. All Supplemental Agreement(s) must be in writing and signed by both parties. All Supplemental Agreements are incorporated by reference into this Agreement.
- 1.2. Pursuant to the terms herein, Scinary will provide cybersecurity monitor and support, including, but not limited to, cybersecurity maturity modeling and consulting; managed detection response monitoring and support; internal network security assessment and support; external network security assessment and support; policy development; incident response services; and general cybersecurity consulting and services to Client. The Parties agree that in the event of any conflict or inconsistency, the terms and conditions of the Supplement Agreements will prevail over the terms and conditions of this Agreement.



- 1.3. CLIENT acknowledges that this Agreement is a services agreement and SCINARY will not be delivering copies of any Software to CLIENT as part of the Services. All Software will reside on SCINARY's servers, which may be owned and operated by SCINARY or its vendors or subcontractors. The term "**Software**" means the object code version of any software to which CLIENT is provided access as part of the Services, including any updates, modifications, and new versions.
- 1.4. CLIENT agrees to provide commercially reasonable information and assistance to SCINARY to enable SCINARY to deliver the Services. CLIENT is solely responsible for collecting, inputting and updating all CLIENT data. During the term of this Agreement, SCINARY will have a limited, nonexclusive, non-assignable, royalty free right to copy, store, configure, perform, display and transmit CLIENT data solely as necessary to provide the Services to CLIENT.

2. TERM

- 2.1. This Agreement is effective as of the Effective Date and will remain in full force and effect for one (1) year following the Effective Date, unless provided otherwise in any Supplemental Agreement. Upon expiration, the Agreement will continue on a month-to-month basis under the terming of this Agreement during which time either Party may terminate the Agreement upon thirty (30) calendar days' prior written notice to the other Party.
- 2.2. Each Supplemental Agreement will define the contractual term periods that apply to that Supplemental Agreement.
- 2.3. CLIENT may terminate this Agreement early without liability in accordance with Section 11. If this Agreement or any Supplemental Agreement terminates for any other reason (including, without limitation, CLIENT'S non-renewal) that results in early termination of any Service Terms (as defined in the Supplemental Agreements), CLIENT agrees to pay SCINARY, within 30 days after such termination, any and all remaining Early Termination Fees, if applicable, provided for in Supplemental Agreements or Attachments. Early termination of this Agreement will simultaneously and automatically terminate all Supplemental Agreements, Attachments, and Service Terms.
- 2.4. Upon termination of this Agreement, CLIENT shall immediately discontinue all use of the Services, Software, and Documentation and return to SCINARY or destroy, at SCINARY's option, the Documentation and all copies thereof, delete all electronic copies of the Documentation remaining in CLIENT'S possession in a manner preventing such electronic copies from being recovered, and provide certification to SCINARY of such return, destruction and deletion. Upon termination of a Supplemental Agreement, CLIENT shall immediately discontinue all use of the



Services, Software, and Documentation provided or made available to CLIENT under that Supplemental Agreement and return to SCINARY or destroy, at SCINARY's option, the applicable Documentation and all copies thereof, delete all electronic copies of the applicable Documentation remaining in CLIENT'S possession in a manner preventing such electronic copies from being recovered, and provide certification to SCINARY of such return, destruction and deletion. The term "**Documentation**" means the user guides, online help, release notes, training materials, schematics, diagrams, other documentation and SCINARY Data, if any, provided or made available by SCINARY to CLIENT regarding the use or operation of the Services. The term "**SCINARY Data**" means data provided to CLIENT or made available to CLIENT by SCINARY in connection with the performance of the Services.

- 2.5. Any expiration, termination or modification of this Agreement or Supplemental Agreements will not affect the rights and obligations of the parties arising prior thereto. The terms of Sections 2, 3, 4.1, 6, 7, and 9 through 17 will survive expiration or termination of this Agreement.

3. CHARGES

- 3.1. As compensation to SCINARY for providing the Services, CLIENT shall pay SCINARY all charges billed within thirty (30) days after the invoice date, except to the extent disputed in good faith as provided below. CLIENT will pay SCINARY interest on all undisputed charges past (30) thirty days due in an amount equal to the highest rate allowed by law. All payments will be made to the following address: **Scinary Cybersecurity, LLC PO Box 155632**, or by electronic funds transfer in accordance with electronic transfer instructions provided by SCINARY, or to such other address as SCINARY specifies by notice to CLIENT. CLIENT and SCINARY shall cooperate in good faith to resolve all disputed amounts, if any, as expeditiously as possible.
- 3.2. CLIENT shall pay all taxes, however designated, measured or based on the Services, including (without limitation) federal, state, county, local or other excise, value added, sales or use taxes, but excluding, for clarity, any taxes measured or based on SCINARY's revenue/income or property.

4. RESTRICTIONS

- 4.1. CLIENT shall not and shall not permit anyone to, directly or indirectly: disassemble, decompile, reverse engineer, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any Software or Documentation; modify, enhance, alter, adapt, convert or translate the Services, Software, or Documentation; create derivative works based on the



Services, Software or Documentation; use the Services, Software, or Documentation for application development, modification or customization purposes; use the Services, Software, or Documentation for timesharing, service bureau, or computer hosting services or otherwise for the benefit of a third party; remove any proprietary notices or labels; publish, display, assign, transfer, sublicense, time-share or rent the Services, Software, or Documentation; access the Services or use the Services, Software, or Documentation in order to build or support a similar product or service or a competitive product or service; permit anyone other than CLIENT's authorized employees to access or use any Services, Software, or Documentation; copy or duplicate the Services, Software or Documentation without the express written permission of SCINARY; or, disclose to any third parties the results of any Services or Software benchmark tests. All copies of the Documentation must contain all of SCINARY's titles, trademarks, copyright notices and other restrictive and proprietary notices and legends as they appear on the copies of the Documentation provided to CLIENT. CLIENT shall keep the Documentation and all permitted copies, if any, at CLIENT's principal business location(s) in the United States and shall not, under any circumstances, remove or export from the United States or allow the export or reexport of the Services, Software, Documentation, or anything related thereto or any direct product thereof. CLIENT shall keep its authorized access to the Services, Software and Documentation confidential, including (without limitation) CLIENT's passwords, user names, and other information necessary for CLIENT to access and use the Services. CLIENT shall promptly inform SCINARY of all unauthorized access to or use of the Services.

- 4.2. CLIENT represents, covenants, and warrants that CLIENT will use the Services only in compliance with all applicable laws and regulations and SCINARY's Documentation and instructions for using the Services then in effect. SCINARY may monitor CLIENT's use of the Services and may prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.
- 4.3. CLIENT shall be responsible for obtaining and maintaining internet access and all equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, the "**Equipment**"). CLIENT shall also be responsible for maintaining the security of the Equipment, CLIENT account, passwords (including without limitation administrative and user passwords) and files, and for all uses of CLIENT's account or the Equipment whether with or without CLIENT's knowledge or consent.

5. PROGRAM DEVELOPMENT

- 5.1. If CLIENT at any time requests delivery of data or services that are not included in the Services then provided under this Agreement and Supplemental Agreements, such



services may, in SCINARY's sole discretion, require program development ("**Program Development**"). If SCINARY notifies CLIENT that a request for data or services will require Program Development, CLIENT will then submit a detailed Program Development request to SCINARY in writing. Depending upon the complexity of the request, SCINARY will either provide CLIENT with a time and cost ("**Time and Cost**") estimate within thirty (30) days, or will notify CLIENT that additional time is needed due to the magnitude of the change, with a Time and Cost estimate presented to CLIENT within forty-five (45) days. Some Program Development deliverables may require the payment of third party charges, including (without limitation) recurring monthly charges, which will be estimated in the Time and Cost estimate ("**Recurring Monthly Charges**"). CLIENT will notify SCINARY within thirty (30) days after receipt of the Time and Cost estimate if CLIENT wishes to proceed with the Program Development.

- 5.2. CLIENT will pay SCINARY for all Program Development, including (without limitation) for all actual time at SCINARY's prevailing rates, all related out-of-pocket and third party costs, and all Recurring Monthly Charges (collectively, "**Time and Cost Charges**"). SCINARY will invoice CLIENT and CLIENT will pay SCINARY for one-half of the Program Development estimated Time and Cost Charges before any Program Development is started. When the Program Development deliverable is implemented into the Services, SCINARY will invoice CLIENT and CLIENT will pay SCINARY for the balance of the actual Time and Cost Charges, including additional hourly and cost charges over the Time and Cost estimate, if applicable. Additionally, if there are Recurring Monthly Charges associated with the Program Development deliverables, CLIENT will be invoiced and pay SCINARY as the recurring charges are incurred, beginning the month of implementation and forward.
- 5.3. This Agreement and Supplemental Agreements that include the Services modified by Program Development will apply automatically to and include all Program Development deliverables and all Service, Software, and Documentation modifications that result from such Program Development.

6. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 6.1. Each party ("**Receiving Party**") understands that the other party ("**Disclosing Party**") has disclosed or may disclose to the Receiving Party business, technical or financial information relating to the Disclosing Party's business (referred to as "**Confidential Information**" of the Disclosing Party). A Disclosing Party's Confidential Information includes (without limitation) internal records, customer information, pricing, service offerings, computer software, and other trade secrets. Information disclosed by a party will be Confidential Information if it is labeled or identified as confidential at the time of disclosure or if a reasonable businessperson would regard such information as confidential under the circumstances of disclosure and/or in view of the nature of the



information. A Disclosing Party's Confidential Information will also include information disclosed by third parties to the Disclosing Party under an obligation of confidentiality. SCINARY's Confidential Information includes (without limitation) the terms of this Agreement (including, without limitation, the Services, pricing, and other terms of this Agreement and all Supplemental Agreements and Attachments), all Services offered or delivered by SCINARY, all Software and Documentation, and all non-public information regarding features, functionality, methodology, modules, and performance of the Services, Software, and Documentation. CLIENT's Confidential Information includes non-public data provided by CLIENT to SCINARY to enable the provision of the Services ("**Customer Data**"). The Receiving Party may use the Disclosing Party's Confidential Information only in connection with their performance under this Agreement. The Receiving Party agrees to: (a) hold the Disclosing Party's Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party; (b) take reasonable measures to protect the confidentiality, and avoid the unauthorized disclosure and use, of the Disclosing Party's Confidential Information using at least those measures it uses to protect its own confidential information, but in no event less than a reasonable degree of care; (c) limit access to the Disclosing Party's Confidential Information to authorized employees of the Receiving Party who have a need to know the Confidential Information; and (d) promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of or access to the Disclosing Party's Confidential Information. A Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software, or other tangible objects that embody the other party's Confidential Information. Confidential Information will not include information of a Disclosing Party that (a) is or becomes publicly known without a breach of any confidentiality obligation by the Receiving Party or any third party, (b) is within the Receiving Party's possession or knowledge, without an obligation of confidentiality, at the time of disclosure by the Disclosing Party, (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information and without breach of any obligation to the Disclosing Party, or (d) is rightfully disclosed to the Receiving Party by a third party without imposing a confidentiality obligation on the Receiving Party. This Section will not prohibit a Receiving Party from disclosing Confidential Information of the Disclosing Party if, and only to the extent, the Receiving Party is legally required to do so; provided, prior to making any such disclosure the Receiving Party shall promptly provide the Disclosing Party written notice that it is being legally required to disclose such Confidential Information, so that the Disclosing Party may, at the Disclosing Party's election and expense, seek a protective order or otherwise limit or protect such disclosure, and the Receiving Party shall, at the Disclosing Party's expense, cooperate with the Disclosing Party and disclose only the portion of the Confidential Information that is legally required to be disclosed.



- 6.2. CLIENT owns, will continue to own, and will retain all right, title and interest in and to its own data and confidential information.
- 6.3. SCINARY owns, will continue to own, and will retain all right, title and interest in and to: (a) the Services, Software, and Documentation and all improvements, enhancements, upgrades, modifications, derivative works, feedback, and results of Program Development related thereto, (b) all software, applications, inventions or other technology developed in connection with the Services, Software, Documentation, Program Development, or support, and (c) all intellectual property rights, including (without limitation) all patent, copyright, trade secret, trademark and other proprietary rights, related to any of the foregoing. CLIENT agrees to assign, and hereby does assign, to SCINARY all right, title and interest, if any, that it now or in the future may have in the foregoing.
- 6.4. Notwithstanding anything to the contrary, SCINARY will have the right to collect and analyze data and other information relating to the provision, use and performance of the Services, Software, Documentation, and related systems and technologies (including, without limitation, information concerning CLIENT data and data derived therefrom), and SCINARY will be free (during and after the term hereof) to use such information and data to improve and enhance the Services, Software, and Documentation and for other development, diagnostic and corrective purposes in connection with the Services and other SCINARY offerings, provided that such information does not identify CLIENT's data, or include CLIENT's or CLIENT's customer's names. SCINARY will retain all intellectual property rights in such information compiled by SCINARY.
- 6.5. SCINARY will have, and CLIENT hereby grants to SCINARY, a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software and Documentation, enhancement requests, recommendations or other feedback provided by CLIENT relating to the Services, Software, Documentation or the operation of the Services.
- 6.6. Third party technology that may be appropriate or necessary for use with some or all of the Services is specified in Supplemental Agreements, Attachments, or Documentation, as applicable. CLIENT's right to use such third party technology is governed by the terms of the relevant third party technology license agreements and not under this Agreement, unless otherwise provided in a Supplemental Agreement or Attachment.

7. PERFORMANCE

- 7.1. CLIENT IS RESPONSIBLE FOR PROVIDING ACCURATE DATA TO SCINARY AND FOR THE ACTS AND OMISSIONS OF CLIENT'S EMPLOYEES. UNDER



NO CIRCUMSTANCES WILL SCINARY BE LIABLE OR RESPONSIBLE FOR ERRORS CONTAINED IN DATA WHEN IT IS FURNISHED TO SCINARY, WHETHER PROVIDED BY CLIENT OR THIRD PARTIES, OR FOR ANY LOSS OF OR ERRORS IN DATA OR FUNCTIONALITY CAUSED DIRECTLY OR INDIRECTLY BY CLIENT'S EMPLOYEES.

- 7.2. CLIENT will bear all risk of loss, damage or destruction of all work and data, including without limitation, work and data on computer disk, tape or other media, after shipment, electronic transmittal, or other transmittal by SCINARY.
- 7.3. SCINARY agrees to perform the Services in compliance with all applicable federal and state laws and all applicable regulations promulgated under any of them.
- 7.4. EXCEPT AS SET FORTH IN SECTION 10, THIS SECTION 7 SETS FORTH SCINARY'S ONLY OBLIGATIONS AND CLIENT'S EXCLUSIVE REMEDIES WITH RESPECT TO ERRORS IN THE SERVICES, DATA, DATA PROCESSING OR DATA TRANSMISSION INCLUDING (WITHOUT LIMITATION) LOST OR DESTROYED RECORDS.

8. INSURANCE AND INDEMNIFICATION

CLIENT agrees to defend, at its own expense, and indemnify and hold harmless SCINARY and its subcontractors (collectively the "SCINARY Indemnitees"), from and against any third party claims, suits, damages and expenses asserted against or incurred by any of the SCINARY Indemnitees arising out of or relating to: (i) CLIENT's use of any Services or related products, data and documentation provided to CLIENT hereunder, including where the same results in a violation of any law or regulation; and (ii) CLIENT's connection of any SCINARY product or service to any third party service or network, including without limitation, damages resulting from unauthorized use of, or access to, SCINARY's network and (iii) CLIENT's equipment, tools, or accessories. Notwithstanding any other provision of this Agreement, CLIENT will pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of inhouse counsel) incurred by SCINARY Indemnitees as set forth herein, including, without limitation, reasonable attorneys' fees and costs (including allocable costs of inhouse counsel) incurred in successfully enforcing the terms of this Agreement.

9. LIMITATION OF LIABILITY

- 9.1. Notwithstanding anything herein to the contrary, SCINARY will not be liable for damages or failure to provide the Services if such damages or failure are due to any causes or condition beyond its reasonable control including, without limitation, acts of



God or of the public enemy, acts of the federal, state or local government or agencies, fires, floods, epidemics, quarantine restrictions, strikes, refusal or inability of a common carrier to provide communications capabilities, CLIENT or third party technology failures, earthquakes, shortage of labor, energy or materials, freight embargoes and unusually severe weather.

9.2. IN NO EVENT WILL EITHER PARTY, ITS AGENTS, SUPPLIERS OR CONTRACTORS, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, PURSUANT TO, OR IN CONNECTION WITH THIS AGREEMENT OR IN ANY WAY RELATED TO THE SERVICES OR THE PERFORMANCE OF THE SERVICES OR THE SOFTWARE PROVIDED FOR HEREIN. SECTION 7 CONTAINS THE EXCLUSIVE TERMS GOVERNING, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR, ERRORS IN THE SERVICES, DATA, DATA PROCESSING OR DATA TRANSMISSION, INCLUDING (WITHOUT LIMITATION) LOST OR DESTROYED RECORDS. FURTHER, EXCEPT FOR A BREACH OF SECTION 4 (RESTRICTIONS) OR SECTION 6 (CONFIDENTIALITY; PROPRIETARY RIGHTS), NEITHER PARTY'S LIABILITY FOR ACTUAL DAMAGES ARISING OUT OF, PURSUANT TO, OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND THE PERFORMANCE OF THE SERVICES WILL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO SCINARCY FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY BEFORE THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE CLAIM. THE LIABILITY

LIMITATIONS IN THIS SECTION 9.2 APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING (WITHOUT LIMITATION) UNDER ANY THEORY OF LIABILITY FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INFRINGEMENT, MISREPRESENTATION, STRICT LIABILITY, OTHER TORTS AND ANY OTHER THEORY, EVEN IF FORESEEABLE AND WHETHER OR NOT SCINARCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS BETWEEN THE PARTIES AS AUTHORIZED BY APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL, EXEMPLARY, AND OTHER DAMAGES SET FORTH IN THIS AGREEMENT, SUPPLEMENTAL AGREEMENTS, OR ATTACHMENTS.



10. WARRANTIES

EXCEPT FOR THE FOREGOING, SCINARY MAKES NO WARRANTY TO CUSTOMER, OR ITS CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION AND ANYTHING PROVIDED OR USED HEREUNDER, AS A RESULT OF THIS AGREEMENT.

11. DEFAULT

If CLIENT has an undisputed balance due on any invoice for Services hereunder (including, without limitation, charges for Services, Time and Cost Charges, and Recurring Monthly Charges) which remains unpaid after sixty (60) days from the date of invoice and fails to pay such amount within fifteen (15) days of SCINARY's written notice thereof, or if CLIENT otherwise defaults in the performance of any of CLIENT'S other obligations hereunder and fails to cure such default within thirty (30) days written notice to CLIENT, SCINARY may: (i) suspend any or all Services for CLIENT until CLIENT is no longer in default; (ii) discontinue any license or Service hereunder; and/or (iii) terminate this Agreement and all Supplemental Agreements upon thirty (30) days prior written notice to CLIENT. If SCINARY defaults in the performance of any of SCINARY's obligations hereunder, CLIENT may terminate any Service hereunder without further liability and/or may terminate this Agreement and all Supplemental Agreements without further liability upon thirty (30) days prior written notice to SCINARY. Upon termination of this Agreement, CLIENT will retain all title and ownership of Customer Data. CLIENT shall reimburse SCINARY for all costs and expenses, including (without limitation) reasonable attorney's fees, incurred by SCINARY to enforce collection of any moneys due under this Agreement. Except as otherwise limited by this Agreement (including, without limitation, section 7 (PERFORMANCE) and section 9 (LIMITATION OF LIABILITY)), the remedies set forth in this Section will not be exclusive, but will be in addition to all other remedies that either party may have at law or in equity. Sufferance by either party of any default by the other party hereunder will not be deemed a waiver of either party's rights in the event of another, future default.

12. DISPUTE RESOLUTION

12.1. If a dispute arises between or among SCINARY and CLIENT directly or indirectly arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement, (collectively, a "**Dispute**") SCINARY and



CLIENT shall first attempt to settle such Dispute through friendly discussion and negotiation.

12.2. SCINARY or CLIENT may at any time submit any Dispute to binding arbitration pursuant to the rules of the American Arbitration Association. Arbitration will be the exclusive method for resolving Disputes that are not resolved by discussion or negotiation, in lieu of any proceeding in State or Federal court; provided, however, claims for injunctive relief to enforce the terms of Section 4 (RESTRICTIONS), protect a party's Confidential Information (Section 6), protect data or SCINARY's Services, Software, Documentation or intellectual property (Section 6) or to enforce the agreement not to solicit employees (Section 13), may be brought in a court of competent jurisdiction at any time. Arbitration will be binding on the parties and the decision thereof will be enforceable by a State or Federal Court of competent jurisdiction. The arbitrator may award attorneys' fees and costs as part of the award. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE PARTIES HEREBY KNOWINGLY, EXPRESSLY AND VOLUNTARILY GIVE UP THEIR RIGHTS TO SEEK REDRESS IN A COURT OF LAW FOR ANY CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT. ANY ACTION OR PROCEEDING, INCLUDING BUT NOT LIMITED TO ANY ARBITRATION OR LITIGATION, DIRECTLY OR INDIRECTLY ARISING OUT OF A DISPUTE WILL BE SETTLED IN HENDERSON COUNTY, TEXAS, UNITED STATES OF AMERICA, AND THE PARTIES EXPRESSLY SUBMIT TO AND CONSENT THAT THE COURTS AND AUTHORITIES OF HENDERSON COUNTY, TEXAS WILL HAVE EXCLUSIVE JURISDICTION OVER ANY SUCH ARBITRATION OR LITIGATION. THE PARTIES HEREBY CONSENT TO SERVICE, JURISDICTION AND VENUE OF SUCH COURTS FOR ANY LITIGATION.

12.3. If any action or proceeding, including, but not limited to arbitration or litigation, is commenced between SCINARY and CLIENT concerning this Agreement, then the party prevailing in such action or proceeding will be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such action or proceeding which may be determined by the arbitrator or court in such action or proceeding or in a separate action brought for that purpose.

12.4. Exclusive venue for any and all actions arising out of or related to this Agreement will be in the federal or state courts located in McLennan County, Texas.

13. NO SOLICITATION OF EMPLOYEES

Unless agreed to in writing in advance, neither party will, during the term of this Agreement and for a period of one (1) year after it terminates, recruit, solicit, offer work to, or hire any of the other party's employees, with whom such party has had



direct contact in connection with this Agreement, unless one year has passed since that person was last employed by the other party. General solicitation, such as - by way of example only - placing advertisements in newspapers and trade publications, does not constitute solicitation. Either party may hire any person who responds to such general solicitation without violating this Section 13.

14. RELATIONSHIP

Nothing contained herein will in any way constitute any association, partnership, or joint venture between the Parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. The Parties are separate and independent legal entities, and independent contractors as to each other and under this Agreement.

15. ENTIRE AGREEMENT

This Agreement includes all Supplemental Agreements and Attachments. This Agreement, including all existing and future (when added) Supplemental Agreements and Attachments, is the entire understanding and agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof. All Supplemental Agreements and Attachments are attached hereto and made a part hereof for all purposes. If any provision of this Agreement is invalid or unenforceable under applicable law, that provision will be ineffective only to the extent of such invalidity, without affecting the remaining parts of the provision or the remaining provisions of this Agreement. The Parties agree to negotiate any such invalid or unenforceable provision to the extent necessary to render such part valid and enforceable.

16. NOTICES

Except as otherwise specifically provided herein, all notices provided for hereunder must be in writing and shall be given by personal delivery, facsimile, overnight service that guarantees next day delivery, or by United States registered or certified mail postage prepaid, to the addresses of the respective parties as set forth herein. Notices given by personal delivery or facsimile will be effective upon actual receipt. Notices given by overnight service will be effective the next business day after deposit with the overnight service. Notices given by mail as set forth above will be effective on the fifth business day after deposit in the mail. Any party from time to time may change its address for the purpose of notices to that party by giving a notice specifying a new address, but no such notice will be deemed to have been given until it is actually received by the party sought to be charged with the contents.

Unless changed as provided herein, notices to CLIENT shall be sent to:



CLIENT: _____ **Attention:**
Address:
Facsimile:

Unless changed as provided herein, notices to SCINARY shall be sent to:
Scinary Cybersecurity, LLC Attention: Richard Martin
Address: PO Box 155632, Waco, Texas 76715

Unless changed as provided herein, SCINARY Invoices to CLIENT shall be sent to:
CLIENT: _____ **Attention:**
Address:

17. GENERAL PROVISIONS

- 17.1. CLIENT acknowledges that the Services are provided on a non-exclusive basis. Nothing will be deemed to prevent or restrict SCINARY's ability to provide the Services, Software, Documentation, or other technology, including any features or functionality first developed for CLIENT, to other parties.
- 17.2. Each provision of this Agreement, Supplemental Agreements and Attachments will be valid to the fullest extent permitted by applicable law. If any provision of this Agreement, Supplemental Agreements or Attachments is invalid, illegal or unenforceable under any applicable law, it will be reformed to the extent possible, effective as of the effective date thereof, to the minimum extent necessary to make it valid, legal and enforceable. If it cannot be reformed to be valid, legal and enforceable, then the invalid, illegal or unenforceable part of that provision will be severed and deemed omitted to the minimum extent necessary for the remaining parts of that provision, and the other terms of this Agreement, the Supplemental Agreements, and Attachments to be valid, legal, and enforceable. The remainder of this Agreement, Supplemental Agreements and Attachments will continue to be in effect to the maximum extent possible.
- 17.3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (as permitted by this Agreement). This Agreement is an agreement between the parties (including CLIENT's subsidiaries) and confers no rights upon any third parties, including (without limitation) either party's employees, agents, or contractors, or upon any other person or entity. The parties have the status of independent contractors.



- 17.4. This Agreement has been accepted by SCINARY and by CLIENT and will be governed by and construed and enforced in accordance with the law of the State of Texas, without giving effect to its choice of laws principles that might refer the governance, construction, or enforcement of this Agreement to the laws of another jurisdiction.
- 17.5. The captions appearing in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope and intent of this Agreement or any of the portions hereof. This Agreement will be construed according to its fair meaning and not for or against either party.
- 17.6. Neither party may assign this Agreement or any of its rights or obligations under this Agreement, in whole or in part, to a third party without obtaining the express, prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign its rights and/or obligations hereunder (a) to any subsidiary, parent company or affiliate; (b) pursuant to any financing, merger or reorganization; or (c) pursuant to any sale or transfer of substantially all of its assets. Any attempted assignment by either party in violation of this Section 17.6 will be ineffective and will constitute a breach of this Agreement.
- 17.7. This Agreement and Supplemental Agreements may be executed in two or more counterparts and signature pages exchanged by facsimile or email. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence will be fully binding as an original handwritten executed copy of this Agreement or Supplemental Agreements, as applicable, and all of such copies together will constitute one instrument.
- 17.8. Except as otherwise specifically provided herein, no waiver or modification of this Agreement or any of its Supplemental Agreements or Attachments will be valid unless in writing and signed by both SCINARY and CLIENT, and then only to the extent therein set forth. A waiver by either party of any terms herein will not be construed as a waiver of any subsequent breach of the terms of this Agreement.