

JNR Networks, LLC
4330 W Camino Pintoresco
Tucson, AZ 85745

This Master Services Agreement ("MSA") is entered into as of the effective date of a Statement of Work or any document, referencing the terms of this MSA, (each a "SOW") by and between JNR and the client listed in the applicable document ("Client"). JNR and Client are also referred to as "Party" in the singular and "Parties" in the plural. The Parties hereto agree that JNR shall use commercially reasonable efforts to render professional technology-related services ("Services") and to resell hardware, software, and Resold Services (collectively "Products") to Client in an ongoing fashion. This Master Service Agreement includes attached exhibits that further define the terms and conditions for Services (collectively, "Agreement"). The Parties further agree that the scope and additional payment terms, if there are any, of such Services will be provided in the SOW and are hereby incorporated into this Agreement by reference and therefore subject to this Agreement's terms. Such SOWs may be referred to as a Proposal, Price Sheet, Offer, Work Order, or Statement of Work; collectively within this Agreement.

The Parties agree as follows:

1. **DEFINITIONS.** Any capitalized term which is defined in this Agreement shall have the same meaning when used in any Statement of Work, unless the language or context requires otherwise. SOW-specific definitions, if any, shall be included in the applicable SOW, and shall apply only with respect to such SOW. As used in this Agreement:
 - a. **"Client Components"** means the hardware, software, other products, and other Content including, without limitation, those specified in a SOW as being provided by Client.
 - b. **"Client Data"** means all data and information about Client's business(es), customers, employees, operations, facilities, products, markets, assets or finances that JNR obtains, creates, generates, collects or processes in connection with its performance of Services and is stored in any Client device or on the Client network.
 - c. **"Content"** means information, software, Client Data and other data including, without limitation, HTML files, scripts, programs, recordings, sound, music, graphics, and images that Client or any of its users create, install, upload or transfer in or through a Client device or Client's network.
 - d. **"Hosting Services"** means Services delivered by JNR under this agreement consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in a Statement of Work. Hosting Services are governed by this Master Services Agreement and Addendum B, "Terms Specific to Hosting Services" attached hereto and incorporated herein by reference.
 - e. **"Products"** means any order for software, hardware, or Resold Services ("Products") made by Client pursuant to a quotation issued by JNR ("Quotation"). Orders for Products are governed by this Master Services Agreement and Addendum A, "Terms Specific to Product Sales Only" attached hereto and incorporated herein by reference.
 - f. **"User"** means any entity or individual that receives or uses the Services, or the results or products of the Services, through Client.
2. **NATURE OF SERVICES:** All Services will be rendered as specified in the applicable SOW. Any changes to the Services provided in an SOW are subject to mutual written agreement of the Parties and may become the subject of a separate SOW at the sole discretion of JNR. In the event of any conflict between the terms of this Agreement and the terms of a SOW, the terms of this Agreement shall control. The Parties may specify in the applicable SOW that a particular provision of the SOW is to supersede a provision of this Agreement, in which case the superseding SOW provision(s) shall be applicable only to such SOW and shall be effective for such SOW only if such provision(s) expressly references the applicable Section of this Agreement that is to be modified and clearly states that such provision(s) supersedes the conflicting or inconsistent provision in this Agreement.
3. **NATURE OF RELATIONSHIP:** In performance of this Agreement, JNR's personnel are acting as independent contractors. Personnel supplied by JNR hereunder are not Client's employees, agents, personnel, joint ventures, partners and/or subcontractors. All JNR personnel are JNR's employees, agents and personnel furnished, hired, used and/or retained by or on behalf of JNR, and shall be considered employees or agents of JNR ("Employees"). JNR shall at all times during the term of this Agreement maintain supervision, direction and control over its Employees, as is consistent with and necessary to preserve its independent contractor status. JNR shall be solely responsible for the payment of compensation of JNR Employees, assigned to perform Services hereunder. The Parties acknowledge and agree that the procurement of Services under this Agreement and SOW will be on a non-exclusive basis and that JNR is not required to provide services that are not accounted for in the SOW.
4. **CONFIDENTIALITY:** During the course of this Agreement, each Party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other Party. In the event one party (the "Disclosing Party") provides Confidential Information to the other (the "Receiving Party"), the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each Party's Confidential Information consists of its business plans and customer lists, any information the disclosing Party identifies as confidential at the time of disclosure (or if in writing the disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.
 - a. **Mutual Obligations:** The Receiving Party shall (i) not use the disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement and SOW; (ii) not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the disclosing Party. (iii) limit access to Confidential Information to those employees, officers, subcontractors and agents on a need to know basis who has first executed a general written agreement committing such person to conduct that would not violate Client's obligations pursuant to this Agreement; (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.
 - b. **Exceptions:** Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of either Party in breach of this Agreement; (b) such information was received by the receiving Party from a third Party, which third Party had no obligation of confidentiality to the disclosing Party; or (c) such information was in the possession of the receiving Party at the time of the disclosure, or (d) was independently developed by the receiving Party without reference to the disclosing Party's Confidential Information.
 - c. **Required Disclosure.** If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Recipient shall notify Discloser of the requirement promptly in writing so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

- d. **Disposal of Confidential Information.** Upon termination of this Agreement or upon Discloser's request at any time, Recipient agrees to promptly return to Discloser all copies of Confidential Information. If return is impossible as to any portion of the Confidential Information, then Recipient shall certify to Discloser promptly that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed. JNR will return to the Client, all Client Data in its possession at the date of termination in its then-existing format and on its Client-supplied media, however, JNR may keep a copy in accordance with its record retention policy. Any conversion of format or media performed by JNR in order to discharge its obligations under this Section shall be at Client's expense.
 - e. **Injunctive Relief:** The receiving Party acknowledges and agrees that it would be difficult to fully compensate the disclosing Party for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, that the disclosing Party will be entitled to seek injunctive relief, including without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish the disclosing Party's right to claim and recover damages.
 - f. The obligations under this section shall survive the termination of this Agreement or any provision thereof.
- 5. BILLING AND PAYMENT:** The Parties agree to the following with regards to billing and payment:
- a. Client shall pay JNR for Services according to the rates and terms of the applicable SOW.
 - b. Except as may otherwise be stated in the applicable SOW, Client agrees to reimburse JNR all pre-approved reasonable and customary out-of-pocket expenses, including, but not limited to, airfare, rental car, mileage, tolls, and lodging expenses, incurred by JNR in connection with the performance of services. Meal expenses shall be billed at JNR's then-current per-diem amount. Travel time will be billed at one-half the on-site billable rate each way. Reimbursable expenses shall be invoiced on a monthly basis. Upon request by Client, JNR shall provide copies of documentation for such expenses.
 - c. If Client's procedures require that an invoice be submitted against a Purchase Order before payment can be made, client will be responsible for issuing such Purchase Order before the commencement of Services under the applicable SOW. Unless expressly agreed to in writing by JNR, JNR rejects any terms and conditions contained in Client's documents.
 - d. Unless otherwise agreed to in writing, all payments for a given SOW shall be due within fourteen (14) days of the applicable invoice date from JNR to Client. JNR reserves the right to assess, and Client agrees to pay, a past-due fee in the amount of one and one-half percent (1.5%) of the past-due invoice amount ("Late Fee"). A Late Fee may, at JNR's sole discretion, be assessed when an invoice remains unpaid fifteen days beyond the due date shown on the invoice and again every thirty days thereafter until invoice is paid in full.
 - e. Client understands that, unless otherwise agreed to in writing by JNR, partial payment of an invoice does not relieve Client's obligation to pay the invoice in full. JNR is under no obligation to Client to make payment plans available to Client.
 - f. If Client fails to pay any invoice in full by the specified due date, in addition to other remedies defined herein, JNR reserves the right to suspend Services under the applicable SOW until Client makes full payment on such invoice. CLIENT ACKNOWLEDGES THAT SUSPENSION OF SERVICE MAY RESTRICT OR PREVENT ACCESS TO, BUT NOT BE LIMITED TO, E-MAIL, APPLICATIONS, FILES, DATA AND BACKUPS. In addition, Client agrees to reimburse JNR for all expenses incurred in connection with the collection of amounts payable hereunder, including court costs and reasonable attorneys' fees. All deliverables will be the property of JNR until payment in full is received.
 - g. If Client is behind on payments for any SOW, JNR reserves the right to use any overpayments by Client on an SOW to offset overdue amounts on another SOW.
 - h. Client's failure to pay any invoice within sixty (30) days of the specified due date is considered an automatic material breach of this Agreement with no need for JNR to provide Client notice of such breach.
- 6. TAXES:** Client shall be liable for all applicable sales, use, and service taxes associated with Services as well as on any products ordered by JNR on Client's behalf. Client shall reimburse JNR any such taxes that JNR pays on Client's behalf. This provision shall not apply to any taxes for which Client is exempt and for which Client has furnished JNR with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 7. INTELLECTUAL PROPERTY RIGHTS:** The parties agree as follows with regards to limitations on liability:
- a. **Rights of Parties and Restrictions on Use:** The Parties shall not violate each other's respective intellectual property rights, including, but not limited to, copyrights, trademarks, and patents. Unless prior written permission is obtained from the Party authorizing such use, the Parties shall not use each other's respective intellectual property except as is necessary to carry out the objectives of this Agreement or applicable SOW.
 - b. **Rights of 3rd Parties:** Client understands that in providing Services, JNR may use the licensed intellectual property of third parties. As such, Client will respect and not interfere with the intellectual property of such third parties.
 - c. **Rights in Services:** Any Services performed by JNR pursuant to this Agreement and applicable SOWs are NOT considered "work made for hire" as defined in 17 USC Section 101 (the Copyright Act) of the United States Code (including subsequent renumbering and successor statutes) and all intellectual property rights in all materials provided by JNR for Services rendered shall remain with JNR, unless otherwise agreed in an SOW. JNR acknowledges and agrees that all Content, including copyrights, trademarks, database rights and other intellectual property contained in such Content are owned or licensed by Client. Client grants JNR a license to store, record, transmit and display the Content solely to perform JNR's obligations under this Agreement.
- 8. REPRESENTATIONS AND WARRANTIES:**
- a. **Mutual Warranties:** Both Parties hereto warrant, represent and covenant to each other, as an essential part of this Agreement that: (i) each is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) each is fully able to perform the obligations hereunder; (iii) the person signing this Agreement is authorized to do so and that each has obtained all internal and external approvals and resolutions necessary to enter into this Agreement; and (iv) it is in compliance, and will continue to comply during the term of this Agreement, with all laws and regulations governing its possession and use of Client Data and its provision or use of the Services.
 - b. **Client Warranties.** Client represents and warrants to JNR that: (a) it owns, or is a licensee of, having the right to sublicense, the Content and that Client has the right to grant JNR the rights that Client purports to grant in this Agreement; (b) JNR's possession or use of the Content or Client Data does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary right of any third party; and (c) it will not use, nor will it allow any third parties under its control to use, the Services for high risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

- c. **JNR Warranties:** JNR warrants, represents and covenants that each of its Employees, assigned to perform Services under an SOW shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all Services will be performed in accordance with the terms of such SOW. For Services containing a deliverable, such Services will be deemed accepted by Client if not rejected in a reasonably detailed writing within five (5) days of submission to Client, or as otherwise identified in the applicable SOW. In the event the Services provided by JNR are not in conformance with this warranty, Client must provide written notice to JNR within five (5) days after the performance of the Services and such notice will specify in reasonable detail the nature of the breach. Upon confirmation of the breach, JNR will use commercially reasonable efforts to take the steps necessary to correct the deficiency at no additional charge to Client. This is Client's sole and exclusive remedy for breach of this warranty.
- d. **Warranty Disclaimer:** EXCEPT AS SPECIFIED IN THIS SECTION 8, JNR MAKES NO OTHER WARRANTIES WHATSOEVER; JNR DOES NOT, EITHER EXPRESSED, IMPLIED OR STATUTORY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. JNR FURTHER DOES NOT REPRESENT OR WARRANT THAT SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE. CLIENT ASSUMES ALL RISKS ARISING OUT OF CLIENT'S USE OF THE SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS AND LIMITATIONS AS SPECIFIED HERE AND, TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CLIENT.
9. **PUBLICITY:** JNR agrees that Client may make mention that JNR provides Services to Client in Client's website, brochures and other promotional materials. In such mention of JNR Services, Client will honor and protect Confidential information of JNR. Client agrees that JNR may make mention that JNR provides Services to Client in JNR's website, brochures and other promotional materials. In such mention of JNR Services, JNR will honor and protect the Confidential Information of Client.
10. **NON-SOLICITATION:** The Parties agree that, while this agreement is in effect and for a period of one (1) year after the termination of this Agreement, neither Party will, without the other Party's prior written approval, solicit or induce, directly or by use of a third party, any employee or former employee of the other Party to leave his/her employ with the other Party. If either Party violates this provision, the violating Party shall pay the violated Party a fee equal to fifty percent (50%) of such employee's then-current salary (including benefits) with the violated Party. The Parties explicitly agree that the damages incurred in such an event would be difficult to ascertain and that this fee is fair and reasonable and is not a penalty.
11. **LIMITATION OF LIABILITY:** The parties agree as follows with regards to limitations on liability:
- a. **Risk Assumption:** Client agrees that the rates and fees charged under any SOW do not include any assumption of risk by JNR for Client's incidental, consequential, punitive, special, exemplary or indirect damages and that JNR's rates and fees charged to Client would be substantially higher where JNR were also required to include such assumption of risk.
- b. **MAXIMUM LIABILITY:** OTHER THAN AMOUNTS DUE TO JNR FROM CLIENT FOR SERVICES OR WITH REGARD TO A PARTY'S BREACH OF CONFIDENTIALITY UNDER THIS AGREEMENT, THE MAXIMUM LIABILITY OF EITHER PARTY TO THE OTHER, INCLUDING ANY RELATED PARTIES, AS ARISING OUT OF OR IN CONNECTION WITH THE FULFILLMENT OF OR USE OF THE SERVICES, REGARDLESS OF THE BASIS OF CLAIM, SHALL NOT EXCEED THE FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE SERVICES THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE SOW. . FOR BREACHES OF CONFIDENTIALITY, THE PARTIES AGREE THAT THE MAXIMUM LIABILITY OF EITHER PARTY SHALL NOT EXCEED AN AMOUNT EQUAL TO TWO (2) TIMES THE VALUE OF THE APPLICABLE SOW.
- c. **EXCLUSION OF LIABILITY:** IN NO EVENT SHALL EITHER PARTY BE LIABLE, ONE TO THE OTHER, FOR LOSS OF REVENUE OR PROFITS OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL CAUSE OF ACTION AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW EXCEPT TO THE EXTENT SUCH DAMAGES ARE RELATED TO OR ARISE FROM GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT.
12. **DISPUTE RESOLUTION:** In case of any dispute arising or related to this Agreement or an applicable SOW, JNR and Client, by mutual agreement, shall attempt to resolve any dispute informally through mediation first and then arbitration as follows:
- a. **Mediation:** JNR and Client shall submit the dispute to executives selected by each Party (a maximum of two persons for each Party). These executives shall meet as often as necessary to gather and analyze information relevant to resolving the dispute and shall negotiate in good faith. All proposals and information exchanged as well as discussions during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings. If no settlement is reached in the informal dispute discussions, either Party may, within thirty (30) days from the date of a written communication that the informal dispute process was unsuccessful, give notice to the other Party that the noticing Party wishes to pursue formal mediation throughout arbitration.
- b. **Arbitration:** In the event that the Parties cannot amicably resolve a dispute or damage claim through Mediation, the Parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Tucson, Arizona, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the Parties. If the Parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Arizona shall apply to the arbitration proceedings. The Parties agree to initially split the costs of any arbitration, but the prevailing Party, if any, is entitled to reimbursement for the Party's portion of the arbitration fees and reasonable attorney fees. The Parties agree that the arbitrator cannot award punitive damages to either Party. The Parties agree that such arbitration is fully binding and agree to be so bound by the arbitrator's findings. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction.
13. **TERMINATION:** Either Party may terminate this Agreement or any individual SOW if the other party breaches any material provision of this Agreement or any SOW. If such breach is able to be cured, the non-breaching party shall provide notice that shall specify the basis on which the Agreement or SOW is being terminated, including a description of the breach and how the breach can be cured within 30 days (the "Cure Period"). If the breaching Party fails to cure the breach within the Cure Period, then termination shall be effective on the thirty-first (31st) day following receipt of such notice by the breaching Party. If any representation or warranty is inaccurate, incomplete, false, or misleading in any material aspect; or the breach is of a type or nature that is not capable of being cured within the Cure Period (such as, by way of example and not limitation, an obligation relating to Confidential Information). The notice from the non-breaching Party shall specify the basis on which the Agreement or SOW is being terminated, including a description of any breach. Termination shall be effective immediately upon receipt of such notice by the breaching Party.
- a. **Effect on SOWs:** The Parties agree that the termination of this Agreement also terminates all current SOWs between the Parties, unless the Parties agree to the contrary in a separate written agreement.

- b. **Obligations:** Client shall still be obligated to make payments to JNR for Services on all current SOWs, as rendered up to and including the date of termination. To the extent as defined by such applicable SOWs, JNR will release any work product or products related to Services for which Client has made payment or upon receipt of Client's payment. To the extent allowed by such applicable SOWs, JNR is not required to release any work product or products related to Services unless Client has made payment in full for such work product or products.
- c. **Survival:** Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.
- d. **No Waiver:** The failure of either Party to enforce, at any time, any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will not be construed to be a waiver of such provisions, or in any way affect the right of either Party to enforce such provisions thereafter.

14. GENERAL:

- a. **Encryption.** Client shall encrypt at the application level Confidential Information, Client Data, and all data that is considered sensitive data or that must be treated as confidential under state or federal law or under Client's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).
- b. **Modification:** No alteration or modification of this Agreement shall be valid unless made in writing and signed by the Parties. Client may add additional Services with notice to and acceptance by JNR.
- c. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect in such jurisdiction to the fullest extent permitted by law and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.
- d. **Assignment:** This Agreement is not assignable or transferable in whole or in part by Client without the prior written consent of JNR. Any such attempted assignment shall be void. JNR may assign this Agreement without Client's consent, to any person or entity that acquires substantially all of the stock of JNR or the assets of JNR or any applicable major division, unit or subsidiary of JNR. JNR may subcontract portions of its obligations under this Agreement provided that JNR shall remain ultimately liable for the performance of subcontractor.
- e. **No Third Party Beneficiaries.** This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or party other than the Parties.
- f. **Subcontractors.** JNR may engage subcontractors to perform services under any SOW. Except as provided herein, JNR shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
- g. **Notices:** Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address listed on the SOW, or at such other address as shall be given by either Party to the other in writing.
- h. **Headings:** The Parties acknowledge that the headings used in this Agreement are for convenience purposes only and shall not be construed to define or limit the Parties' rights and remedies hereunder.
- i. **Governing Law:** The laws of the State of Arizona, excluding choice of law, govern this Agreement. In case of litigation arising out of or relating to this Agreement, both Parties hereby expressly consent to the exclusive personal jurisdiction of the state and/or federal courts of Arizona.
- j. **No Third Party Rights:** This Agreement does not create, confer, or otherwise grant rights for the benefit of any third party, creditor, and supplier or incidental beneficiary of Client with regards to JNR.
- k. **Force Majeure:** Neither Party shall be liable for any delays in performance/breaches of this Agreement due to causes beyond its control, including acts of God, government intervention, public enemy, war, insurrection, national emergency, terrorism, fire, strikes, labor disputes, loss of electrical power, loss of internet access or any other cause beyond the reasonable control of the Parties.
- l. **Entire Agreement:** This Master Services Agreement and any SOWs or other supplement attached thereto, constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties.

ADDENDUM A:**TERMS SPECIFIC TO PRODUCT SALES ONLY**

This Addendum A: Terms Specific to Product Sales Only ("Addendum A") applies to any order for software, hardware, or Resold Services ("Products") made by Client, for its own internal use and not for resale, pursuant to a quotation issued by JNR ("Quotation"). As used in this Addendum A, the term "Resold Services" refers to services, which although ordered from JNR, are procured from and supplied by a third party (i.e., JNR does not directly perform or control the work) and are therefore considered Product. Any such orders shall be subject to the terms and conditions of this Addendum A.

1. Product Returns and Warranty Assistance.

- (a) Client acknowledges that JNR is reselling all Products purchased by Client and that Products are manufactured and/or delivered by a third party.
- (b) To the extent available, JNR shall pass through to Client the manufacturer's warranties for each Product and agrees to facilitate the manufacturer's return policies. In no event will JNR provide return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer's applicable restocking fee(s).
- (c) Client acknowledges that the terms and conditions governing the use of Products shall be solely between Client and the manufacturer of such Products.

2. Product Use and Product Warranty Disclaimer. Client will not use the Products for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that JNR is not liable for any claim or damage arising from such use.

3. JNR MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. JNR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. Shipment and Risk of Loss for Product Sales. All shipments of Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client's identified point of delivery will be the responsibility of Client. Risk of loss will pass to Client upon delivery of the Products to the common carrier (regardless of who pays such common carrier) or Client's representative at the point of shipment.

5. Product Security Interest. Client grants JNR a security interest in the Products detailed in each Quotation, as security for payment in full. Client authorizes JNR to file and/or record any documents it deems necessary to perfect this security interest.

6. Permitting Compliance for Product Sales. Client will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

7. Price and Payment. The prices set forth in any Quotation are exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client's obligation. Prices quoted are firm for thirty (30) days unless otherwise specified in the Quotation. Unless otherwise negotiated, payment is due fourteen (14) days from the date of the invoice. In the event Client chooses to finance its purchase using a third party, Client remains liable for payment to JNR until JNR receives complete payment from such third party. All payments will be made in US currency. Client will pay interest in the amount of one and one-half percent (1.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.

8. Export. Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product, or related software or technology, to: (i) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List, a downloadable file of which is accessible at http://export.gov/ecr/eg_main_023148.asp (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by the above-mentioned laws and regulations. Client certifies, represents and warrants that no Product shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Products by JNR, Client acknowledges that it is not relying on JNR for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, JNR from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section.

9. Cancellation. The purchase of Products may be canceled by Client only upon written approval of JNR and upon terms that indemnify JNR against all losses related to such cancellation.

10. Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM JNR FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL JNR'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS FOR THE PARTICULAR CLAIM. JNR WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS ADDENDUM A, EVEN IF JNR HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

11. Survival. Those provisions that by their nature should survive termination of this Addendum A, will survive termination. Without limiting the generality of the foregoing statement, Sections 1, 2, 6, 7, and 9 shall survive any termination of this Agreement.

ADDENDUM B:**TERMS SPECIFIC TO HOSTING SERVICES ONLY**

This Addendum B: Terms Specific to Hosting Services Only (“Addendum B”) applies to any order services consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in a Statement of Work (“Hosting Services”). Any such orders shall be subject to the terms and conditions of this Addendum B.

1. Definitions.

- a. **“Hosted Data”** is Client Data including all data and information about Client’s business(es), customers, employees, operations, facilities, products, markets, assets or finances that JNR obtains, creates, generates, collects or processes in connection with its performance of Services and is stored in the Hosting Environment.
- b. **“Hosting Environment”** means JNR’s application hosting environment for the delivery of Hosting Services.

2. Information Security.

- a. **Security Measures.** JNR will maintain commercially reasonable security measures that are designed to (a) ensure the security of the Hosted Data stored by JNR in the Hosting Environment; (b) protect against any anticipated threats or hazards to the security or integrity of the Hosted Data stored by JNR in the Hosting Environment; and (c) protect against any unauthorized access to or use of the Hosted Data as stored by JNR in the Hosting Environment.
- b. **Notification and Prevention Obligations.** Upon becoming aware, JNR shall promptly notify Client of any actual security breach in its Hosting Environment that may result in the unauthorized access to or disclosure of unencrypted Hosted Data. This notification will state in reasonable detail the Hosted Data at risk. JNR agrees to take all actions reasonably necessary under the circumstances to immediately prevent the continued unauthorized access of such information. JNR further agrees that in the event of a breach of confidentiality or security, it will work in good faith and cooperate with Client to address the breach. JNR shall not be responsible or liable for any security breach caused by Client.
- c. **Audits by JNR.** JNR performs internal reviews of its information security practices related to the Hosting Services no less than annually. Such reviews are designed to assess the effectiveness of JNR’s security measures in protecting Hosted Data within the Hosting Environment. Upon Client’s written request, JNR will provide a written letter of attestation confirming that such an internal review has been performed. The letter is to be treated as Confidential Information under this Agreement whether or not marked or otherwise identified as “Confidential” and remains the property of JNR.
- d. **Audits by Client.** Client shall have the right to review JNR’s security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel, of facilities or environments under JNR’s direct operational control in order to inspect the Hosting Environment to verify JNR’s compliance with this Agreement. The dates of any onsite audit shall be mutually agreed upon by the Parties. Client shall be responsible for the entire cost of any onsite audit. JNR may charge Client on a time-and-materials basis at the then-current standard time and materials rate for Client audits and requests for information based on the length and detail of the audit/information requested. No such audit may include activities that might result in “downtime” or unavailability for the Hosting Environment. Any “downtime” or unavailability as a result of any audit by Client shall not count as downtime for purposes of any SOW and shall not be a breach of this Agreement or any SOW by JNR.

3. Client Responsibilities

- a. **Acceptable Use.** Client is responsible for all acts and omissions of its Users in connection with receipt or use of the Services. Client agrees, and will ensure its Users agree, to act responsibly and not use the JNR Hosting Services for any illegal or unauthorized purpose including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, e-mail spoofing, virus distribution, network attacks, pirating software, harassment, using copyrighted text, sharing illegal software, and unauthorized use of images. JNR has the right to investigate potential violations of this Section. If JNR determines that a breach has occurred, then JNR may, in its sole discretion: (a) restrict Client’s and Users’ access to the Hosting Services; (b) remove or require removal of any offending Content; (c) terminate this Agreement for cause; and/or (d) exercise other rights and remedies, at law or in equity. Except in an emergency or as may otherwise be required by law, before undertaking the actions in this Section, JNR will attempt to notify Client by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Client will promptly notify JNR of any event or circumstance related to this Agreement, Client’s or any User’s use of the Hosting Services, or Content of which Client becomes aware, that could lead to a claim or demand against JNR, and Client will provide all relevant information relating to such event or circumstance to JNR at JNR’s request. JNR agrees to allow Client complete and unrestricted access at all times to Client’s software applications, devices, equipment, hardware, and all Services-related license files so that Client can audit its Users’ compliance with the terms of this Agreement. Client agrees to indemnify, to the fullest extent permitted by law, JNR from and against any damages, costs, expenses, fines, penalties, and reasonable attorney fees that may arise as a result of Client’s breach of this Section.
- b. **Access.** Client agrees not to access the Hosting Environment by any means other than through the interface that is provided by JNR for use in accessing the Hosting Environment.
- c. **Capacity Planning.** Client is solely responsible for determining whether the services, Hosting Environment, and related Content meet Client’s capacity, performance, or scalability needs. Client is responsible for planning for and requesting changes to the Hosting Environment and services, including any additional capacity required to support anticipated peaks in demand that may significantly increase website hits, transaction volumes, or otherwise increase system resource utilization.
4. **Indemnification.** Client will indemnify, defend and hold harmless JNR and its officers, directors, shareholders, employees, agents, successors and assigns from any and all liabilities, damages, costs and expenses, including reasonable attorney’s fees and expenses, arising out of any claim, suit or proceeding (threatened or otherwise) made or brought by a third party against JNR or its officers, directors, shareholders, employees, agents, successors and assigns based upon (a) any breach by Client of its obligations under Section 2.1 and Section 3.1 of this Addendum B and (f) any claim that JNR’s possession, storage, or transmission of the Content or possession or use of the Client Components, infringes on, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary rights of such third party.
5. **Survival.** Those provisions that by their nature should survive termination of this Addendum B, will survive termination. Without limiting the generality of the foregoing statement, Section 3.1 shall survive any termination of this Addendum B.