

Master Services Agreement

Version 2020.1

Contents

- Agreement..... 4**
 - The Aggregate Set of Agreements between Client and Absolute, the Included Agreements.....4
- Definitions..... 6**
- Master Services Agreement..... 8**
 - Effective Date and Enforceability..... 8
 - Term 8
 - Confidentiality 8
 - Billing and Payment 9
 - Remediation Expenses 10
 - Telephone Call Recordings 11
 - Expectations of Absolute and Absolute Default 11
 - Expectations of Client and Client Default 11
 - Termination 12
 - Equipment..... 13
 - Proprietary Information..... 14
 - Third-Party Products and Warranties..... 14
 - Assumption of Risk / Compliance 14
 - Your Data and Network Security 15
 - DISCLAIMERS, WAIVERS, AND LIMITATIONS OF LIABILITY 16
 - Interruption of Service: Credit..... 17
 - Force Majeure 17
 - Indemnification..... 17
 - Representations and Warranties 18
 - Assignment 18
 - Employee Non-Solicitation 18
 - Notices..... 19
 - Severability 19
 - Governing Law 19
 - Negotiated Terms..... 19
 - Survival 20

Headings..... 20
Entire Agreement 20
Miscellaneous Provisions 20
Attorneys' Fees 20
Insurance Requirements.....20

Agreement

This Master Services Agreement is part of an aggregate set of agreements which, combined together by reference, create one integrated contract (the “Agreement”) between Absolute Communications & Network Solutions, Inc. (“we,” or “us,” including “our,” and “Absolute”) and Client (“you,” including “your,” or “Client”). Each of Absolute and Client may also be referred to as a Party and collectively as the Parties.

For any Quotes, Quotations, Proposals, Statements of Work, Sales Orders or Service Order (“SO”) agreements executed by you (individually and collectively, “Engagements”), this document and all the applicable documents listed in the tables immediately below (“Included Agreements”) are legally integrated as if fully set forth as one Agreement.

Upon each Engagement renewal, including automatic renewals, this Agreement will be superseded by the terms and conditions set forth in the then currently published version of the applicable Included Agreements available online as of the date on which your services are renewed (the “Renewal Terms”). If you do not agree to the Renewal Terms, you may decline to renew your services.

In some instances, this Agreement may be modified to provide additional or modified terms (“Additional Terms”) which shall apply to your use of the Services. To the extent there is a conflict between this Agreement and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. You will be notified via your monthly invoice with a description of any Additional Terms and when they become effective. You agree to be bound by the Additional Terms. If you do not agree, notify us of your concerns at Service@CallAbsolute.com within thirty (30) days of the invoice date, and we will contact you to resolve your concerns.

The Aggregate Set of Agreements between Client and Absolute, the Included Agreements

Applicable Agreements Integrated into All Engagements	Available Online at
Master Services Agreement	http://CallAbsolute.com/MSA
Services Guide Agreement	http://CallAbsolute.com/SG
Service Level Agreement (“SLA”)	http://CallAbsolute.com/SLA
Standard Rates Agreement	http://CallAbsolute.com/rates
Domain Name Registration and Renewal Agreement	http://CallAbsolute.com/DNR
A current and submitted Client Information Form, available online	http://CallAbsolute.com/info

Included Agreements Integrated into Specific Engagements, as Applicable	Available Online at
Monitoring Services Guide Agreement <i>(applies to Engagements which include Managed Services)</i>	http://CallAbsolute.com/monitoring
Absolute IT Architecture for Business Optimization <i>(applies to Engagements which include Managed Services)</i>	http://CallAbsolute.com/architecture
Managed Backup and Continuity Services Agreement <i>(applies to Engagements which include Managed Backup and Continuity Services)</i>	http://CallAbsolute.com/backupservice

Acceptable Use Policy Agreement <i>(applies to Engagements which include Absolute Cloud Hosting or Connectivity Services)</i>	http://CallAbsolute.com/AUP
Microsoft End User License Agreement <i>(applies to Engagements which include Absolute Cloud Hosting Services)</i>	http://CallAbsolute.com/EULA
Hosted VoIP Agreement <i>(applies to Engagements which include Hosted VoIP Services)</i>	http://CallAbsolute.com/hosted_voip

Definitions

These terms are used in this Agreement including any Included Agreements and mean as follows:

Agreement or **MSA** means this Master Service Agreement, Included Agreements as applicable, any Service Order(s), and any written modifications thereto executed by the Parties.

Absolute means Absolute Communications & Network Solutions, Inc., dba Absolute Communications.

Absolute Data Center means a data center owned by Absolute or at which we lease colocation space.

Absolute Service Area means a 75-mile radius from any Absolute offices listed at www.CallAbsolute.com.

Client means the person or company which has signed a Service Order or accepted it online. Clients are designated by "Client," "you," or "your."

Direct Cost means all expenses incurred by Absolute specifically in connection with performing Services, such as cables, printing, supplies, external hard drives, and any other charges incurred by Absolute on your behalf.

Emergency Replacement Fees mean any fees under \$500 to replace any component of infrastructure that Absolute deems critical to maintain uptime of your IT environment.

Full Service Hours are defined in the Services Guide.

Monthly Recurring Fees are the recurring fees billed each month for Included Services. Monthly Recurring Fees are determined pursuant to the applicable Service Order you executed.

Offboarding Period means the time between your notice of termination and the termination date.

Service Order means any Service Order ("SO"), Proposal, Quote, Sales Order, and Statement of Work that describes any Included Services to be provided by Absolute, all of which documents may be referred to herein as Service Order.

Services means all services Absolute provides to you as set forth in an executed Service Order or otherwise.

Included Services means the specific Services (e.g. Server Management, or Microsoft Office 365 Services Management, or Premium Cloud Backup and Continuity Services) defined in the Services Guide and specified in the Service Order you signed or accepted.

Additional Services means any Services provided other than an Included Service. Additional Services may include, but are not limited to, any work that is or becomes necessary due to: (1) your use of any third-party hardware, software, information, or materials not approved by Absolute; (2) hackers or other malicious or accidental destruction of systems or data, including destruction by your employees or representatives; (3) your performance of technical support functions or your unauthorized modification or repair of software; (4) any event beyond Absolute's or your control including, without limitation, fire, water damage, power failure, malfunction of affiliated equipment, natural disaster, building modifications, or other events of a magnitude or type for which precautions are not generally taken in the IT service provider industry; (5) your failure to follow Absolute recommendations; and (6) your failure to comply with other obligations under the Agreement, including notifying Absolute of known system malfunctions. Any service that Absolute deems necessary because of the occurrence of the foregoing events may be treated as an Additional Service regardless of whether it would otherwise be an Included Service.

Travel costs means all costs such as parking, airfare, rental car, and rideshare services incurred by Absolute specifically in connection with performing services on your behalf. This includes mileage and/or other travel costs billed for travel outside of an Absolute Service Area.

Master Services Agreement

Effective Date and Enforceability

1. This Agreement is effective upon your execution of a Service Order with Absolute (“Effective Date”). You agree that the person accepting or signing a Service Order is the authorized agent of the Client identified in such Service Order, and by such execution legally binds your company/business and your employees and agents to the Agreement.
2. All Service Orders are specifically incorporated herein and made a part of this Agreement. In the event there is a conflict between a specific term and/or condition of this MSA, the applicable Included Agreements, and Service Orders, then the terms and conditions of the applicable Service Order prevail followed by the Included Agreements, then this MSA. The execution or approval of a Service Order is also a representation and warranty that you have reviewed and approved this MSA. Accordingly, you are estopped from denying the terms within this MSA once you execute or approve a Service Order.

Term

3. This Agreement commences on the Effective Date and will remain in effect through the last day of the last month of any current Service Order term or until terminated by either Party as set forth below.

Confidentiality

4. You and Absolute understand and agree that the terms and conditions of this Agreement and all Service Orders are confidential between you and Absolute and neither Party will disclose the terms and conditions to any person other than such Party’s directors, officers, employees, accountants, or agents (collectively referred to herein as “Agents”) who have a need to know such information for purposes of this Agreement. Absolute and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for their personal benefit, or divulge, disclose, or communicate in any manner any of your confidential information. Absolute and its employees, agents, and representatives will protect such information and treat it as strictly confidential. Further, from time to time, in connection with this Agreement, either Party may disclose or make available to the other Party confidential or proprietary information concerning its business, clients, products, or services (together, “Confidential Information”). Each Party agrees that (i) neither it nor its Agents will use Confidential Information belonging to the disclosing Party for any purpose other than for purpose(s) of this Agreement and (ii) it will take all reasonable precautions to ensure that neither it nor its Agents disclose the Confidential Information of the other Party to any person (other than to such Party’s Agents who have a need to know such Confidential Information for purposes of this Agreement). Each Party is liable for the breach of this Confidentiality section by it or any of its respective Agents. Upon request, the receiving Party shall return, in any form whatsoever, all copies of the Confidential Information of the disclosing Party to the disclosing Party. A Party may disclose the other Party’s confidential information if it is required to be disclosed by law, judicial order, administrative order, subpoena, interrogatory, discovery request, investigative demand or other legal requirement or legal process, provided, however that such disclosing Party will promptly notify the other Party (unless prohibited by law) of any such requirement or order and will cooperate with the other Party to contest any such requirement or order.
5. Confidential Information does not include any information that (i) was acquired from a source other than you or Absolute, as applicable, or their respective Agents, provided such source is not bound by a confidentiality agreement or other type of agreement with disclosing Party or otherwise prohibited from providing such information to the receiving Party; (ii) was at the time in question (whether at disclosure or thereafter) generally

known by or available to the public through no fault of the receiving Party or any of its Agents; or (iii) was independently developed by Absolute or its employee, agents or representatives.

6. The Parties obligations under this Confidentiality section will terminate three years after the termination or expiration of this Agreement; however, any Confidential Information that constitutes a trade secret remains subject to this Confidentiality section for so long as such information constitutes a trade secret. This provision will survive termination of this agreement.
7. The disclosing Party remains the owner of all Confidential Information and all documents of any nature that contain or are derived from Confidential Information provided by such Party, including, without limitations, all rights therein. The receiving Party has no license or rights with respect to the use of such Confidential Information other than as contemplated in this Agreement, nor is the disclosing Party restricted in providing and disclosing its Confidential Information to other sources for the same or different purposes.
8. If there is a breach of this Confidentiality section, the disclosing Party would be irreparably, continuously, and immediately harmed and could not be made whole by monetary damages. In addition to any other remedy to which it may be entitled at law or in equity, the disclosing Party is entitled to an injunction or injunctions (without the posting of any bond, without proof of actual damages and without requirement to prove irreparable harm) to prevent breaches or threatened breaches of this Confidentiality section and to compel specific performance of this Confidentiality section, and neither the receiving Party nor its agents will oppose the granting of such relief.

Billing and Payment

9. The rates and fees for any Services provided to you by Absolute under this Agreement shall be as set forth in the applicable Service Order. Changes in the Service (including changes in the volume of the Services) and changes in the rights or obligations of the Parties under this Agreement may result in adjustments to the fees if in such circumstances such change requires Absolute to perform additional work.
10. In the first quarter of each calendar year Absolute may, in our sole discretion, on a per Client basis, increase our rates, "per unit" charges, and monthly fees up to 5% as a cost adjustment.
11. Notwithstanding the foregoing, Absolute reserves the right 1) to refuse to support any IT related changes you have made or 2) to propose a change in per unit rates and fees for any specific Service on any Service Order. If you and Absolute are not able to reach agreement on the revised rates and fees within thirty (30) days of the proposal, either you or Absolute may, at the end of the thirty-day period immediately terminate the specific Service on the applicable Service Order. This termination remedy is only applicable to this paragraph. From thirty days after the proposed change until the termination date, the new proposed fees will apply. Termination of a particular Service as a result of such disagreement does not constitute a breach of this Agreement by either Party.
12. Any quoted setup and transition Services fees may be billed when you accept or sign a Service Order.
13. Absolute will invoice for and you will pay Absolute the Monthly Recurring Fees and one-time fees for Services as described in the applicable Service Order in accordance with this MSA. For Services billed on a flat-rate basis, Absolute will invoice you in advance for such Services and you will pay for all such Services in advance before Services are rendered. For Services billed on a metered or measured basis, Absolute will invoice you after the Service is rendered.
14. The minimum number of Monthly Recurring Fee invoices you are obligated to pay under a Service Order equals the number of months stated in the Contract Term ("Term") of the Service Order.
15. The fees for Services within any Service Order include only the items specified in the Service Order (the Included Services). You will be billed in quarter hour (.25) increments for any Additional Services at the then current hourly rate posted online at <http://www.CallAbsolute.com/rates> ("Rates").
16. Unscheduled requested Additional Services outside the Full Service Hours may be billed at 1.5 times the Rates.

17. If the original Monthly Recurring Fee set out in the Service Order is based on a “unit” quantity, you agree that the quantity of “units” affects the recurring billing amount. Therefore, the billing amount is variable based upon coverage or unit usage for any given month. Any increase in unit usage or coverage for any given month establishes a new Minimum Monthly Recurring Fee for the duration of the Service Order (and becomes the ongoing contract rate). Such additional quantities will be billed according to the rates specified in the Service Order or this MSA.
18. For time spent travelling to and from your requested location, if travel is not included in the scope of a Service Order, you will be billed at 50% of the Rates for such travel time.
19. You will be responsible for paying for all Direct Costs and any Travel Costs without any additional approvals by you.
20. You will be responsible for paying for all Emergency Replacement Fees when billed without any additional approvals by you.
21. Shipping and handling charges will be billed to you.
22. All prices are exclusive of all applicable country, provincial, state, and local governmental surcharges and fees including, but not limited to applicable telecommunication charges; and sales, use, value added, excise, privilege, franchise, and similar taxes (“Assessments”).
23. You are responsible for paying all Assessments that apply to the Services. These Assessments, which will be separately stated on the invoices, may change in the future and you acknowledge and agree that you will pay them at the same time as all other charges set forth on the invoices.
24. Unless otherwise stated in the Service Order, payment for all invoices must be received by Absolute within thirty (30) days from date of invoice. Failure to pay all amounts when due and payable is a Client Default and a breach of this Agreement and Absolute may exercise any or all of our remedies under this Agreement.
25. Absolute may charge late charges of one and one-half percent (1.5%) per month on all past due amounts. Absolute may also assess a fee for any payment transaction returned for insufficient funds or not paid when presented for payment.
26. You will reimburse Absolute for all costs incurred in collecting any overdue payments and related interest, including without limitation attorneys’ fees, legal costs including post-judgment collection legal fees, court costs, and collection agency fees.
27. If you dispute any portion of an invoice, you must notify Absolute in writing within thirty (30) days detailing the charges in dispute and the reason for such dispute. You may not dispute invoice charges after ninety (90) days from the date of an invoice.
28. All of your accounts with Absolute must be current and in good standing to ensure continued delivery of Absolute Services.
29. You authorize Absolute to obtain your credit and financial information as Absolute deems appropriate and necessary to evaluate your credit worthiness.

Remediation Expenses

30. Absolute is not obligated to provide services necessitated by vandalism, theft, misuse, neglect, acts of third parties, fire, water, casualty, acts of God, mob violence, labor disputes, malfunction of affiliated equipment, electrical failure, accidents, unauthorized material modification of your IT environment or repair of software, or from other causes unrelated to the ordinary operation of hardware or software. Any service performed as a result of these events is deemed an Additional Service and is not subject to the Service Level Agreement and is out of scope of this Agreement.

Telephone Call Recordings

31. Absolute may record your telephone calls for quality, training, and forensic purposes. By entering into Service Order agreements with Absolute, you consent to such recordings and agree that it is your responsibility to notify all members of your staff that such recordings are occurring.

Expectations of Absolute and Absolute Default

32. Absolute shall perform the Absolute Responsibilities related to any contracted Service set out in the Services Guide.
33. Absolute Services shall be performed in accordance with the Guarantee and Service Level Agreement.
34. Absolute Default
 - a. You have the right to terminate this Agreement upon an Absolute Default subject to thirty (30) days' prior written notice to Absolute.
 - b. You may, either additionally or in the alternative, elect to terminate one or more of the Services for which an Absolute Default has occurred.
35. An "Absolute Default" is deemed to have occurred upon the occurrence of a material breach by Absolute of the Guarantee and Service Level Agreement if such failure has not been remedied within thirty (30) days after you have delivered written notice to Absolute which sets forth with specificity the problems complained of and the specific remedial measures required to solve the identified problems; provided that if such failure is not capable of being cured within such thirty (30) day period with the exercise of reasonable diligence, then such cure period will be extended for an additional reasonable period of time in Absolute's sole discretion (not to exceed ninety days). Absolute then agrees to exercise reasonable diligence to cure such failure and provide you reasonable notification of the status of the remedy.

Expectations of Client and Client Default

36. You must perform the Client Responsibilities related to any contracted Service set out in the Services Guide.
37. You must pay all invoices for Services on time as set forth in this Agreement.
38. You warrant that that you have purchased a sufficient number of licenses for Absolute's use in providing Services as required by EULAs (End User License Agreements) on all servers, desktops, and laptops and if such software licenses do not exist, you are solely responsible for timely acquiring any currently needed licenses and any licenses for additional servers, desktops, and laptops that are added. You further warrant that you have not violated any licensing agreements or laws. You agree to indemnify Absolute for any installation, configuration or use of software that is not appropriately licensed and for defense of Absolute or remediation necessitated by your action or non-action. You understand and acknowledge that you are solely responsible and liable for all licensing of software you purchase or use.
39. You agree to use software/hardware in a manner as specified in the instruction manual and to abide by all EULAs and Acceptable Use Policies of the third-party vendor (such as Microsoft, Citrix, VMWare, eFolder, Adobe, Cisco products, and the like) for any third-party vendor products provided to you for the performance of the Services on the applicable ServiceOrder.
40. You are required to maintain appropriate backup services for your data. If Absolute informs you that your backup system is inadequate, you agree to execute within thirty (30) days of such notice an acceptable Absolute backup Service Order. Alternatively, you agree to execute a waiver releasing Absolute from any liability for any service interruption or data loss that occurs as a result of your inadequate backup services.

41. Client Default

- a. Absolute has the right to terminate this Agreement upon a Client Default subject to thirty (30) days' prior written notice to you.
- b. Absolute may, either additionally or in the alternative, elect to terminate one or more of the Services for which a Client Default has occurred.

42. A "Client Default" is deemed to have occurred upon the occurrence of any of the following:

- a. Your failure to make, when due, any payment required under this Agreement;
- b. Your material breach of the Guarantee and Service Level Agreement;
- c. Your failure to fulfill Client Responsibilities for each contracted Service as set out in the Services Guide;
- d. Your failure to perform the expectations specified under this Client Default section.

43. Further, Absolute may terminate this Agreement immediately in the event of the following Client Defaults:

- a. You become bankrupt or become insolvent; or
- b. You merge with or into, or reorganize, amalgamate, consolidate, or enter into any other transaction in which substantially all of your assets are transferred to another person or entity that fails upon request to assume in writing all of your obligations under this Agreement.

44. If you are in Client Default, in addition and without prejudice to Absolute's right to terminate as set forth above, Absolute has the right, ***without giving you notice***, to suspend the performance of all or part of the Services under this Agreement for so long as such Default is continuing. You accept full responsibility for any loss, cost, and expense you may incur due to such suspension and acknowledge that the Limitations of Liability provisions set forth herein specifically apply to this situation.

Termination

45. Absolute will give you sixty (60) days' notice of intent to terminate any Service Order if it wishes to terminate Services at the end of any current Term.

46. You will give Absolute sixty (60) days' notice, but no more than ninety (90) days' notice, of your intent to terminate any Service Order if you wish to terminate Services at the end of any current Term.

47. All terminations are effective the last day of the month and no prorations or refunds will be issued.

48. If you cancel any Services ordered under this Agreement before the expiration of the Term specified on the applicable Service Order for any reason other than provided for in the Guarantee and Service Level Agreement, or if Absolute terminates this Agreement due to your default, you are liable for all past due fees and all of the following early termination charges which are due and payable at time of termination: (i) the balance attributable to payments for any software or equipment purchased for your account, (ii) any third-party cancellation charges Absolute incurs for services purchased on your behalf, (iii) any time spent in order to offboard your services; (iv) 100% of the then current Minimum Monthly Recurring Fee multiplied by the number of months remaining in the current Term of the relevant Service Order.

49. Upon termination of this Agreement due to Client Default or for any other reason, Absolute will provide and you agree to pay for Offboarding Services as defined in the Services Guide and specified in your Service Order. Absolute has no responsibility or liability for assisting you in transferring any services or providing any separation services or environment information until you pay all past due amounts due and owing under this Agreement and pay for Offboarding Services. If you or another provider change elements of your IT environment during the Offboarding Period, you assume responsibility for all administration, associated support, and any interruption of services related to the changes. Absolute assumes no liability to support changes initiated outside of Absolute.

50. If you inform Absolute after you have submitted a termination notice that you wish to retain a service beyond the stated termination date (“Holdover”), Absolute may delay the termination process. Absolute has no obligation to re-activate or re-deploy services which may have already been deactivated as part of your originally-scheduled termination prior to Absolute's receipt and acknowledgment of your intent to retain services beyond the termination date. You will be required to immediately execute a Holdover Agreement and to remit Holdover fees in an expedited manner specified by Absolute. The Holdover fees will be equal to your total last monthly service fees prior to the date of termination, plus ten percent (10%). Services in effect at the time of termination may not be held over individually; Holdover will apply to all still-active services as a single package. If you fail to remit the Holdover fees when due, the Holdover Agreement will be invalidated, and all services will be terminated by close of business on the next business day following the originally specified termination date.

Equipment

51. In the event Absolute provides and installs any computer or network equipment (“Equipment”) at your location that you did not pay for, such Equipment shall at all times remain the sole property of Absolute regardless of where located or attached. You may not rearrange or move or disconnect the Equipment and are responsible for any damage to or loss of Equipment that you, your agents, end users, or invitees cause. At any time, upon one day's prior notice by Absolute to you, whether oral, written, or electronic, you must provide Absolute physical access to the Equipment for maintenance and other operational issues, and, in the event of termination of this Agreement or a Client Default, you must grant access to allow Absolute to remove the Equipment. You agree to pay Absolute the replacement value of any lost, stolen, misappropriated, seized, damaged, or unreturned Equipment.
52. If you enter into a separate rental or finance agreement (each an “Equipment Rental Agreement”) relating to any equipment provided by Absolute (referred to herein as “Rented Equipment”), your obligations with respect to such Rented Equipment (payment or otherwise) shall be solely governed by the Equipment Rental Agreement, and any modification or termination of this Agreement or any Included Agreements shall not operate to modify or relieve you from any of your obligations under the Equipment Rental Agreement. Each Equipment Rental Agreement shall constitute a separate contract between you and Absolute, and the terms of any such Equipment Rental Agreements are not integrated into the terms of this Agreement or any Included Agreements. Amounts owed under any Equipment Rental Agreement are not included in the charges for the Services provided under this Agreement, although such amounts may be invoiced along with the charges for the Services provided under this Agreement for your convenience.
53. If Absolute allows you to colocate your computer or network equipment (“Colocated Equipment”) within any area owned or controlled by Absolute under a Colocation Service Order, you represent and warrant that you own any and all such Colocated Equipment and such equipment is not owned, leased, or controlled by a third party. You are responsible for obtaining insurance in reasonable amounts for any Colocated Equipment within any area owned or controlled by Absolute. You must provide a certificate of insurance to Absolute naming Absolute an Additional Insured. Absolute will not be liable for any loss or damage related to Colocated Equipment other than loss or damage arising out of the willful misconduct or gross negligence of Absolute or our agents. You accept and agree to any and all liability and responsibility for any damages and losses arising out of any malfunction or other issue with your Colocated Equipment.
54. You agree that Absolute, in its sole discretion, may change the location of your equipment which is located or Colocated at Absolute's facility or Absolute's Data Center facilities.
55. If you have Colocated Equipment in any area owned or controlled by Absolute, and if you fail to remove such Colocated Equipment from such area within ten days after the expiration of the applicable Service Order or if a Client Default occurs, Absolute may immediately, without notice or demand and in addition to any other right or remedy available at law or equity, declare such Colocated Equipment abandoned and take possession of such Colocated Equipment, without being guilty of trespass or misappropriation. Absolute may use all force necessary to affect such entry or to remove any or all of your Colocated Equipment from such areas and store the same, all at your expense. Any removed Colocated Equipment may be stored in any public warehouse or elsewhere at

your cost, and Absolute is not responsible for the care or safekeeping thereof. You expressly waive any and all claims for loss, destruction, damage, or injury that may be occasioned by any of the aforesaid acts. In such an instance, you RELEASE AND WAIVE ANY CLAIMS, CAUSES OF ACTION, OR DAMAGES AGAINST ABSOLUTE RELATED IN ANY WAY TO YOUR DATA AND INFORMATION THAT IS WITHIN OR ON THE COLOCATED EQUIPMENT. Any Equipment so removed will be returned to you upon payment in full of all storage costs, past due fees, and charges. If within ten days following notice of such Equipment removal, you have not requested the return of your Equipment and paid any sums owed, then Absolute may exercise all rights of ownership over such Equipment including the right to sell same and retain possession of any sale proceeds. Absolute's exercise of any remedies provided for in this Equipment section shall be without prejudice to any other remedies Absolute may have provided for herein or by applicable law.

Proprietary Information

56. You agree that the working information, processes, reports, and associated raw source data that Absolute compiles and uses to provide the Services under any Service Order ("Proprietary Information") belong solely to Absolute. Proprietary Information includes but is not limited to the logins, virtual servers, configurations data, licensing, and service ticket history contained in Absolute's professional services automation software; the cloud environment; the software, database, and reports contained in monitoring tools; server and network logs; and recordings of calls and remote support sessions.

Third-Party Products and Warranties

57. **HARDWARE & SOFTWARE. YOU ACKNOWLEDGE THAT ABSOLUTE DOES NOT MANUFACTURE HARDWARE OR SOFTWARE, OR PROVIDE POWER OR INTERNET SERVICES. ALL HARDWARE AND SOFTWARE IS PROVIDED ON AN "AS IS" BASIS EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT.** "Third Party Products" means any third-party hardware, services, or software. Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if Absolute or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). ABSOLUTE DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT ABSOLUTE SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between you and Absolute, Third Party Products are exclusively subject to terms and conditions between the Third Party and you. Absolute has no liability for Third Party Products and you must look exclusively to the Third Party for any damages or liability with respect to the provision of such Third Party Products. Except as otherwise specifically agreed to in a Service Order, you authorize Absolute (or otherwise obtain the rights for Absolute) to copy, install and modify, when necessary and as required by the Service Order, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. You warrant to Absolute that you have obtained any licenses, consents, regulatory certifications or approvals required to give Absolute and our subcontractors or employees such rights or licenses to access, copy, distribute, use, and/or modify (including creating derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

Assumption of Risk / Compliance

58. Absolute has no liability to you and you assume all risk for any loss or damage arising in whole or in part from or relating to: (a) use of any third-party hardware, software, information or materials not approved or recommended by Absolute; (b) viruses, hackers or other malicious or accidental destruction of systems or data, including destruction by you or your employees or representatives, although Absolute will make every commercially reasonable effort to proactively minimize exposure to such risks; (c) any event beyond Absolute's or your control including, without limitation, power failure, natural disaster, building modifications, or other events of a

magnitude or type for which precautions are not generally taken in the IT service provider industry; and (d) your failure to perform one or more of your obligations set forth in this Agreement or any Service Order. You have full and exclusive responsibility for understanding and ensuring compliance with any regulatory, legal, or contractual obligations related to data created, generated, or held by you (including all such data held or backed up on your behalf by Absolute).

59. You acknowledge that the disclaimers in this MSA apply to any alleged damages or claims related to data loss, data corruption, or breaches of your network security arising out of or occurring simultaneously with the provision of any Services by Absolute. Accordingly, you represent and warrant to Absolute that you have obtained all the necessary insurance policies (referenced in section 90) that can fully reimburse you for any such data loss occurrences and that you will not suffer any unreimbursed financial damages related to the loss or damage of your data.
60. In some cases, Absolute may be transporting your hardware that contains your data. Absolute is unable to obtain insurance to cover loss of data during transit of your equipment containing such data. Therefore, if Absolute moves or has equipment moved on your behalf, you represent and warrant to Absolute that you have obtained all the necessary insurance policies that can fully reimburse you for any data loss occurrences and that you will not suffer any unreimbursed financial damages related to the loss of or damage to your data.

Your Data and Network Security

61. You accept ultimate responsibility and liability for the protection and preservation of your data and computer network through the creation and supervision of a company-wide network security operational plan. Absolute is an advisor only. You acknowledge and understand that Absolute is neither a bailee nor a fiduciary of your data, and that network security is your principal and fundamental responsibility and is dependent upon the education, training, and cooperation of every one of your employees, agents, and contractors who have access to your network.
62. VIRUSES AND SPYWARE MAY NOT BE ABLE TO BE REMOVED WITHOUT DELETION OF CERTAIN FILES. DURING THE RENDITION OF SERVICES, ABSOLUTE WILL INFORM YOU BEFORE THE DELETION OF DATA, IF POSSIBLE. ONCE ANY DATA HAS BEEN DELETED FROM THE NETWORK SYSTEM, THE DATA MAY BE CONSIDERED COMPLETELY UNRECOVERABLE BY ANY MEANS. BACKUPS SHOULD BE STORED IN A LOCATION OTHER THAN AN ONSITE AREA BEING REPAIRED OR UPGRADED. ABSOLUTE CAN BACK UP DATA FOR YOU FOR AN ADDITIONAL CHARGE UNDER A SEPARATE SERVICE ORDER.
63. ABSOLUTE IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR ELECTRONIC DATA RESULTING FROM, ARISING OUT OF, OR RELATED IN ANY WAY TO HOW YOU BACKED UP THE ELECTRONIC DATA.
64. You acknowledge that “backing-up” data is not the same as “archiving data.” Data archiving is the process of moving data that is no longer actively used to a separate data storage device for long-term retention. Data archives consist of older data that is still important and necessary for future reference, as well as data that must be retained for regulatory compliance. Data archives are indexed and have search capabilities so that files and parts of files can be easily located and retrieved. Data archives are often confused with data backups, which are copies of data. Data backups are used to restore data in case it is corrupted or destroyed. In contrast, data archives protect older information that is not needed for everyday operations but may occasionally need to be accessed. You assume complete responsibility and control for archiving your data. Absolute can provide data back-up upon request, but until there is a signed Service Order making this the responsibility of Absolute, you assume complete responsibility and control for backing-up your data.
65. If Absolute provides data backup or management of your backup systems, Absolute will make commercially reasonable efforts to complete each backup occurring within any area owned or controlled by Absolute. Backed up data is like a snapshot of files at a specific point in time and that snapshot is retained for a period of at least seven days unless otherwise specified. A restoration from a backup will replace only the files contained in the then current retention period. For backups performed outside of Absolute Data Centers, you agree to complete all recommended and necessary steps to ensure successful data backup. Certain exceptions, including but not

limited to backup exceeding time window, files open, backup client not accessible, backup system failure, or inability to restore from backup, may from time-to-time cause interruption to any backup service. Accordingly, Absolute does not warrant the validity or availability of the data that is being backed up.

66. Absolute publishes an Absolute IT Architecture for Business Optimization standard that facilitates and helps ensure the highest level of service for your IT environment. Absolute, in its discretion, maintains this curated list of IT solutions which represent the best fit for Clients that meet our target profile. Once Absolute determines that a service or a product is no longer sold, manufactured, improved, repaired, maintained, or supported by the vendor or that another product represents a better fit (End of Support), Absolute may revise the IT Architecture for Business Optimization. Absolute commits to giving you no less than 18 months' notice of its End of Support via your scheduled business review, unless a product is known to cause significant harm to your IT environment, in which case a shorter notice will be given. Accordingly, once you have been notified of the software or hardware's End of Support and the notice period has passed, Absolute has no further obligation to support such hardware or software under any current service agreement. Should you desire to have Absolute continue support of such End of Support products, Absolute may do so in our sole discretion, but for an Additional Services fee. In such a case, you hereby release Absolute from any loss, cost, or expense arising out of your continuing use of End of Support products, and Absolute shall not be liable for any damages, direct or indirect, that arise out of or are caused by the End of Support products or arise out of or are caused by Absolute's continuing service for such products.

DISCLAIMERS, WAIVERS, AND LIMITATIONS OF LIABILITY

67. DISCLAIMERS

ABSOLUTE DOES NOT WARRANT OR REPRESENT THAT THE SERVICES PROVIDED WILL CAUSE YOUR NETWORK AND COMPUTER SYSTEMS (INCLUDING COMPUTER HARDWARE, COMPUTER SOFTWARE, CONNECTED AND INTEGRATED DEVICES) TO FUNCTION WITHOUT ERROR OR INTERRUPTION. YOU ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN OPERATING A NETWORK CONNECTED TO THE INTERNET THAT COULD RESULT IN LOSS OF YOUR PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. YOU FURTHER ACKNOWLEDGE THE RISK THAT ANY MONITORING SOFTWARE OR DEVICE INSTALLED BY ABSOLUTE MAY NOT DETECT SYSTEM FAILURES AND FAILURE OF COVERED DEVICES UNTIL AFTER THEY OCCUR. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ABSOLUTE DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN THIS AGREEMENT INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SERVICES CHOSEN.

68. WARRANTIES

ALL WARRANTIES RELATED TO THE SERVICES ARE AS SPECIFICALLY SET FORTH IN THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE APPLICABLE SERVICE LEVEL AGREEMENT (SLA). EXCEPT AS PROVIDED HEREIN AND IN THE APPLICABLE SLA, NO OTHER WARRANTY IS EXPRESS OR IMPLIED. THEREFORE, THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE SUITABILITY OR PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES, OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION, ADVICE, OR INFORMATION, WHETHER ORAL OR WRITTEN, YOU OBTAINED FROM ABSOLUTE.

69. LIMITATION OF DAMAGES

YOUR SOLE REMEDY FOR ANY ABSOLUTE BREACH OF A SERVICE ORDER OR THE AGREEMENT IS AS SET FORTH IN THE APPLICABLE SLA AND AS MAY BE ELSEWHERE EXPRESSLY DESCRIBED IN

THIS AGREEMENT. ABSOLUTE IS NOT LIABLE FOR ANY OTHER ALLEGED BREACH OF CONTRACT DAMAGES THAT ABSOLUTE COULD NOT HAVE REASONABLY FORESEEN ON THE EFFECTIVE DATE. FURTHERMORE, ABSOLUTE IS NOT LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, EXPECTANCY, RELIANCE, OR RESTITUTIONARY DAMAGES NOR IS ABSOLUTE LIABLE TO YOU FOR LOST BUSINESS, LOST PROFITS DUE TO ANY ALLEGED CONTRACT BREACH, OR ANY OTHER SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO COST OF REMEDIATION OR REPAIR, REPLACEMENT OF LOST DATA, LOST DATA DAMAGES, BUSINESS INTERRUPTION DAMAGES, SUBSTITUTE VENDORS, ATTORNEYS' FEES, OR ANY OTHER OUT OF POCKET COSTS AND EXPENSES CLAIMED TO ARISE OUT OF AN ALLEGED ABSOLUTE CONTRACT BREACH. ALL LIMITATIONS OF LIABILITY STATED IN THE MSA ARE APPLICABLE HEREIN. NO CLAIM MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY EVENT, ACT, OR OMISSION THAT OCCURRED MORE THAN ONE YEAR PRIOR TO SUCH CLAIM BEING ASSERTED.

70. AGGREGATE LIABILITY

NOTWITHSTANDING THE FOREGOING, ABSOLUTE'S AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS YOU PAID FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR SIX (6) MONTH PERIOD. YOU ACKNOWLEDGE THAT THESE LIMITATIONS APPLY EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE, THAT THEY REFLECT THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT, AND THAT ABSOLUTE WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY OR THE FEE FOR THE SERVICES PROVIDED BEING SUBSTANTIALLY HIGHER.

Interruption of Service: Credit

71. Any interruption of service that is not excused due to Force Majeure, is governed by the applicable Service Level Agreement.

Force Majeure

72. All of Absolute's obligations hereunder, whether express or implied, will be suspended and excused if compliance with any obligation is prevented or hindered by court order or is in conflict with Federal, State, or municipal laws, rules, regulations, or Executive Orders asserted as official by or under public authority claiming jurisdiction; because of the occurrence of an act of God, tornado, flood, hurricane, earthquake, or solar flare; by fire, loss of electrical power on an unreasonable scale that impacts a substantial and material portion of Absolute's computer network; by other cause beyond Absolute's reasonable control, including failure or fluctuations in electrical power, heat, light, air conditioning, interruptions in tele or internet or acts of utility providers; by civil disturbance, labor disputes, terrorism, war, armed conflict; by delays you caused; by acts or omissions of third parties you hired; by cable cuts not caused by Absolute; or by supplier failure and similar events beyond the reasonable control of Absolute (all "Force Majeure"). Delivery and performance dates will be extended in Absolute's sole discretion as reasonably necessary to adequately restore services interrupted by Force Majeure. Such nonperformance shall not be a default or a ground to terminate this Agreement.

Indemnification

73. Each Party will indemnify, hold harmless and defend the other Party, its directors, officers, agents, employees and/or representatives from and against any and all claims, demands, causes of action, losses, damages, expenses or liabilities, penalties, proceedings, or suits, including reasonable attorneys' fees and court costs, upon either Party by reason of personal injury or death of a Party's employee, consultant or agent as a result of an intentional or negligent act or omission on the part of the indemnifying Party in connection with the

performance of any obligations arising under this Agreement except to the extent such cause of action, loss, expense or liability is caused solely by the negligence or willful misconduct of the indemnified Party. If a cause of action arises from the negligence of both Parties, the relative burden of the cause of action will be attributed between the Parties under the principles of comparative negligence.

Representations and Warranties

74. You represent and warrant that all approvals and consents for purchasing products or performing the Services that you authorize have been obtained or will be obtained at your expense. You and Absolute represent and warrant that: (i) each is financially solvent and has the ability to perform its obligations hereunder; ii) each has the right to use any intellectual property that it provides to fulfill this Agreement and related Service Orders; (iii) each is in compliance with laws and regulations applicable to its business; and iv) each will perform all its obligations under this Agreement on time. Each Party warrants that it has full power and authority to enter into this Agreement, and all necessary legal action has been taken to authorize the individual signing this Agreement in its behalf. Further, each Party agrees that a signed facsimile or a signed electronically submitted copy of this Agreement has full force and effect.

Assignment

75. You may not assign, sublet, delegate, or transfer this Agreement without the prior written consent of Absolute. Absolute may assign this Agreement and any Service Orders or one or more of the individual services provided to you, at our sole discretion. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the Parties.

Employee Non-Solicitation

76. For the duration of this Agreement and for a period of one year following the last date of service from Absolute, neither Party (and its agents, employees, or affiliates) will, directly or indirectly, recruit, or attempt to recruit, discuss employment with, or otherwise utilize the services in any capacity of any person who is or was your employee of you or an employee or independent contractor of Absolute (each a "Party Employee") during the Term. Neither Party shall be restricted in any general solicitation for employees (including through the use of employment agencies) not specifically directed at any Party Employee, and provided further however that both Parties shall be restricted in hiring any Party Employee who responds to any such general solicitation. If either Party hires or contracts with a Party Employee in any capacity, the breaching Party agrees that it shall pay to the non-breaching Party, as liquidated damages, an amount equal to two times the total compensation earned in the previous 12 months for such Party Employee as reasonable and fair compensation for such breach. The Parties each acknowledge and agree that because an employee's services are unique and substitute employees are not readily available, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by one Party if the other Party hires its employees. It is understood and agreed by the Parties that (i) a Party shall be damaged if the other hires its employee in violation of this provision, (ii) it would be impracticable or extremely difficult to determine the actual damages resulting therefrom, (iii) any sums payable as described in this provision are in the nature of liquidated damages and not a penalty, and are fair and reasonable, and (iv) these payments each represent a reasonable estimate by the Parties of the fair compensation for the losses that may reasonably be anticipated from such loss of a Party Employee, and be the sole and exclusive measure of damages with respect to any such action. Once the payment of these liquidated damages has been made, the breaching Party shall be relieved of any and all further liability or any damages of any kind resulting from its conduct in violating this covenant relating to the hiring of the other's employees.

Notices

77. Each Party shall give any notice or other communication under this agreement in writing. Notices are effective upon receipt by the Party to which the notice is given. Notices must be given by (i) personal delivery, (ii) courier service, (iii) first-class certified mail, or (iv) email as follows:

To You:

Primary Contact from the information specified in your Information Form or to the current information you have furnished by sending email to help@CallAbsolute.com.

To Absolute:

Absolute
legal@CallAbsolute.com

78. You must update all your contact information if any of it changes, including but not limited to the Primary Contact's full name and title, your billing contact information, current street address, phone number, and email address(es) by sending such updated information by email to help@CallAbsolute.com. Absolute is not responsible for non-delivery of any notice when it has been sent to the Primary Contact on file.

Severability

79. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Governing Law

80. This Agreement will be construed and enforced under the laws of the State of Texas. Any action or proceeding arising out of or related in any way to this Agreement may be brought only in Harris County, Texas. The Parties waive any and all objections to the exercise of jurisdiction over them by such courts and to venue in such courts.

Negotiated Terms

81. The language, terms, conditions, and provisions of this Agreement are the result of negotiations between the Parties and this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.

Survival

82. The Parties' respective representations, warranties, and covenants, together with obligations of payment, non-solicitation, indemnification, confidentiality, and limitations on liability in this Agreement will survive the expiration, termination, or rescission of this Agreement and continue in full force and effect.

Headings

83. The headings of sections of this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement in any way.

Entire Agreement

84. The Agreement together with all integrated documents as defined herein constitutes the entire agreement between the Parties with respect to such subject matter. The Parties acknowledge and represent that they have not relied on any written or oral previous or concurrent proposal, representation, assertion, guarantee, warranty, collateral contract, or other assurance, made by or on behalf of any other Party or any other person or entity, except for those specifically set out in this Agreement.

Miscellaneous Provisions

85. This Agreement cannot be amended, waived, or modified in whole or in part, except by written agreement of the Parties, or their respective successors or assigns.
86. The Parties to this Agreement are independent contractors and nothing in this Agreement will be construed to create a partnership, agency, or joint venture, agency, master-servant, employment, trust, or any other relationship between the Parties or any of their employees.
87. Neither Party will use the name, logo, trademark, trade name, nor other marks of the other Party without such Party's prior written consent, except that Absolute may use your name or website as a reference in our brochures, advertisements, and other promotional material unless you specifically object.
88. A Party's failure or delay in enforcing any provision of this Agreement will not be deemed a waiver of that Party's rights with respect to that provision or any other provision of the Agreement. A Party's waiver of any of its rights under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous, or future occurrence, whether similar in nature or not.

Attorneys' Fees

89. If any litigation is necessary, the prevailing Party is entitled to recover any costs or expenses incurred, including without limitation, attorneys' fees, legal costs including legal fees for post-judgment collection, court costs, and collection agency fees.

Insurance Requirements

90. Customer shall maintain the following insurance coverage: (i) Commercial General Liability insurance in an amount not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence/FIVE MILLION (\$5,000,000) DOLLARS aggregate which policy shall insure the hazards of the Data Center and Customer's operations and the operations of its independent contractors thereon and contractual liability (including covering Customer's indemnity obligation contained in this MSA); and (ii) standard form all-risk property insurance in an amount equal to the replacement cost of all equipment and other property and trade fixtures owned by Customer or a client of Customer, for

which Customer is legally liable, or that was installed by Customer, on Customer's behalf, or by a client of Customer or on that client's behalf, and which is located in the Data Center. Customer shall furnish Data Center Licensor with a Certificate of Insurance evidencing such coverages and naming Data Center Licensor as an additional insured. Such insurance shall be primary and non-contributory with any insurance carried by Data Center Licensor. Further, if required by law, Customer shall also maintain Worker's Compensation Insurance an amount not less than the statutory requirements in the state in which the Data Center is located. Customer will be solely responsible for ensuring that its agents (including consultants, contractors and subcontractors) maintain separate insurance at levels no less than those required herein above. Customer shall maintain insurance described in this paragraph throughout the term of this MSA and during any period during which any claims arising from or out of this MSA are or may be outstanding.