

CYBER ADVISORS MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is established between the Client designated on an Order (“Client”), and **CYBER ADVISORS, LLC** located at 7550 Meridian Circle North #100 Maple Grove, MN 55369 (“CA”). CA and Client may be referred to collectively as “Parties”, or individually as “Party”.

WHEREAS, CA is in the business of providing products and services related to the design, implementation, and management of information technology solutions; and

WHEREAS, Client desires to contract with CA for IT products and services; and

WHEREAS, CA will supply Client with Products and Services (each as defined below) for Client at the request of authorized employees of Client, as set forth in mutually agreed ordering forms or documents that reference this Agreement (each, an “Order,” as further defined below).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows:

1. DEFINITIONS:

- (a) “CA Personnel” means CA’s and its Affiliates’ employees and independent contractors that provide Services to Client.
- (b) “Client Materials” means any documents, data, know-how, methodologies, software, and other materials provided or made available to CA by Client.
- (c) “Confidential Information” means, subject to the following sentence, any information or data of a confidential or proprietary nature of a Party, its Affiliates or a third party in oral, electronic or written form that the receiving Party knows or has reason to know is or that a reasonable person should understand to be proprietary or confidential and that is disclosed by a Party in connection with this Agreement or that the receiving Party may have access to in connection with this Agreement, including but not limited to the terms and conditions of this Agreement and each Order.
- (d) “Control” or “Controlled” means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.
- (e) “Force Majeure Event” means any event or circumstance arising which is beyond the reasonable control of CA (including but not limited to any industrial dispute affecting any third party, carrier delays, embargos, acts of God or acts or laws of governmental regulations or government agencies, severe weather conditions, fire, flood, disaster, failure of power, civil riot, war, or terrorism).
- (f) “Laws” means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational, or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.
- (g) “Party” means individually, as applicable, CA or Client, and “Parties” means in each instance, CA and Client.
- (h) “Pre-Existing Rights” means the pre-existing materials specified in an Order, or any documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by CA in connection with performing the Services, in each case developed or acquired by CA prior to the commencement or independently of this Agreement.
- (i) “Services” means the services performed by CA Personnel as set forth in an Order, which include recurring or ongoing support or managed services, or limited duration professional or consulting services, as further described in the applicable Order.

- (j) “Third-Party Products” means any software, hardware, maintenance, warranty, for which CA serves as a reseller of solutions provided by or sourced from vendors, manufacturers, independent software vendors, or original equipment manufacturers.
- (k) “Order” meaning a document in electronic or written form that is signed and delivered by each of the Parties for the purchase of Third-Party Products or performance of Services and that incorporates the terms and conditions of this Agreement. An Order may include which may include a Managed Service Order (“MSO”), Advisory Service Order (“ASO”), Statement of Work (“SOW”), Elastic Service Order (ESO), Product Order (PO), Service Order (“SO”), or other mutually executed ordering document or quote.
- (l) “Taxes” means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to, environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Products and Services purchased hereunder (except taxes on or measured by the net income of CA).

2. SCOPE OF PRODUCTS AND SERVICES - The Agreement shall apply to the delivery of information technology services, support, functions, and personnel as further described in an Order. Any mutually executed Order is hereby incorporated by reference.

- (a) Equipment. If an Order specifies that Client will receive equipment or hardware (“Equipment”), except to the extent of any Services specified in the Order to be performed by CA, Client is responsible for installing, configuring, or maintaining the Equipment and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Client’s environment. Client is directly responsible for the replacement cost of any Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Equipment, except to the extent any Equipment is covered by an applicable third-party warranty.
- (b) Substitutions. Client acknowledges that CA may make reasonable substitutions for Equipment identified in an Order if the substitute is functionally equivalent, without requiring a change order due to discontinuation or other unavailability of the Equipment from the applicable third party manufacturer or distributor, provided that if any substitution results in a material change in the overall cost or a functionally equivalent product is not reasonably available, CA will initiate a change order and obtain Client approval for the substitution.
- (c) Services. CA will supply Client with qualified CA Personnel to perform the Services for Client, and the corresponding rates and time period as set forth in the applicable Order. Completion or delivery dates indicated in any Order are estimates only unless otherwise agreed in writing by CA. Client, depending on the scope of the deployment, may be required to implement software and services to enable features of the Third-Party Products or Services. Client acknowledges that any changes Client makes to its infrastructure or the configuration of the Third-Party Products after initial deployment by CA may cause the Third-Party Products to cease working or function improperly and that CA will have no responsibility for the impact of any such Client changes. During the Term of this Agreement, CA (including all CA Personnel) will act in a professional manner that reflects generally accepted industry standards of conduct and ethical business practices.
- (d) Onsite Services. To the extent that CA will provide any services on Client’s premises, CA and CA Personnel will comply with all reasonable policies and procedures and access requirements of Client that are communicated to CA in advance of or at the time such Services are scheduled.
- (e) Third-Party Products. Third-Party Products may be subject to additional terms and conditions, warranties, return policies, end user license agreements, maintenance agreements, or acceptable use policies set and updated from time to time by the applicable manufacturer, licensor, or provider (“Product Terms”). These Product Terms may be located at cyberadvisors.com/legal or a successor site identified by CA and/or on the applicable licensor, manufacturer, or provider’s published

website. CA will make current Product Terms available upon Client's request.

Each Order constitutes a separate agreement with respect to the Products or Services provided thereunder. In the event of an addition to or a conflict between any term or condition of the Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual Order by specific reference to the amended provision (and in such case, the amended provision shall apply only to the terms of that Order). This Agreement shall apply to the exclusion of any terms or conditions contained or referred to in any PO or other documentation submitted by Client or in correspondence or implied by trade, custom or course of dealing (whether or not in conflict with or additional to these terms).

- 3. EFFECTIVE DATE AND TERM** - The term of this Master Service Agreement will be the date the Agreement has been executed and accepted by CA ("Effective Date") and unless earlier terminated in accordance with Section 8, remain effective until expiration of the last Order Term ("Term"). Any Order shall be effective as of the effective date set forth in the applicable Order, and unless terminated as set forth in this Agreement or the applicable Order, continues in effect until the date the relevant Services have been completed for the term set forth in the applicable Order ("Order Term"). Unless otherwise specified in the applicable Order, when an Order specifies auto-renewal of the underlying Services, upon expiration of the initial Order Term, the Order shall automatically renew for successive one (1) year renewal terms (each a "Renewal Term"), unless terminated in accordance with the terms of this Agreement or the Order, or Customer or CA provides its notice of intent not to renew prior to the expiration of the then-current Order Term.
- 4. RATES, EXPENSES AND PAYMENT TERMS** - In exchange for the Third-Party Products provided and Services performed by CA, Client agrees to pay CA all fees as set forth in the applicable Order ("Fees"). All Fees or rates identified in an Order are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. Unless otherwise set forth in an Order, the Parties agree that CA may increase any Fees or rates set forth in an Order effective for the next Renewal Term, provided that CA gives Client written notice of such proposed increase at least sixty (60) days prior to the expiration of the then-current Order Term. Client agrees to reimburse CA for all actual, documented, and reasonable travel and out-of-pocket expenses incurred by CA in connection with the performance of the Services that have been approved in advance in writing by Client. CA shall invoice Client as specified in the Order. Client will pay all undisputed amounts on CA invoices within fifteen (15) days of receipt thereof unless other payment terms are agreed upon as stated in the Order. All charges, payments and amounts that CA will invoice will be in United States dollars. In the event Client fails to make payment when due as set forth herein, Client expressly agrees: (a) CA may suspend any Services under any then-current Order until Client's nonpayment is cured; and (b) those balances which are 30 days or greater from the date on which the invoice was issued shall be subject to interest at 1.5 % per month, in addition to late fees and expenses, including reasonable attorney's fees, incurred by CA in collecting any amounts due and payable under this Agreement.
- 5. CLIENT OBLIGATIONS.** Client will: (a) use commercially reasonable efforts to prevent unauthorized access to, or use of the Third-Party Products from Client's physical and information technology environment(s); (b) notify CA promptly upon discovery of any unauthorized use of the Third-Party Product or any breach, or attempted breach, of security of the Third-Party Product; (c) provide such reasonable cooperation, assistance, and decisions required by CA in order to complete the Services; and (d) implement safeguards within Client's physical and electronic environment to protect the Third-Party Product, including specifically, the equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the equipment or halts, disables, or interferes with the operation of the Third-Party Product; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Third-Party Product. Client will provide CA with access to Client's physical and electronic environments as necessary for CA to provide the Services.
- 6. RESTRICTIVE COVENANTS** - In consideration of the unique character and nature of the services to be rendered by CA and CA Personnel, Client, shall not, directly or indirectly, during the Term of this Agreement

and for a period of twenty four (24) months thereafter (the “Non-Solicitation Period”) (whether term ends due to termination for cause, termination for convenience, or otherwise): (a) solicit or enter into any agreement or contractual arrangement for the employ of any CA Personnel that were involved in the provision of Services to Client without the express written consent of CA.

Subject to the express written consent of CA, in the event Client offers employment to any CA Personnel during the Non-Solicitation Period, such offer shall be subject to and conditioned upon payment by Client to CA of the “Finder’s Fee” of thirty percent (30%) of the CA Personnel’s annual salary or annualized hourly compensation during such CA Personnel’s first year of employment by Client.

In the event Client employs, hires or enters into any arrangement or contractual agreement directly with any CA Personnel that were involved in the provision of Services to Client without CA’s prior express written consent during the Non-Solicitation Period, Client agrees that damages to CA may be difficult or impossible to ascertain; and agrees to pay CA liquidated damages in an amount equal to fifty percent (50%) of the total annual compensation (including any bonus or commissions) of the applicable CA Personnel then in effect.

7. CONFIDENTIAL INFORMATION - Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of this Agreement.

- (a) Confidential Information does not include information that: (i) becomes known to the public through no act of the receiving Party; (ii) was known to the receiving Party prior to disclosure; (iii) is made known to the receiving Party by a third party having the right to disclose it; or (iv) is independently developed by personnel of the receiving Party who have not had access to such information.
- (b) Each Party agrees that it will maintain the confidentiality of the other Party’s Confidential Information for a period of three (3) years following the date of disclosure and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party’s Confidential Information will be restricted (i) to a Party’s personnel (including personnel employed by such Party’s Affiliates) and subcontractors with a need to know such Confidential Information in connection with the performance of this Agreement, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement, and (ii) to a Party’s business, legal and financial advisors, provided such parties are bound by obligations of confidentiality substantially similar to and no less protective than the terms of this Agreement. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return, or certify the destruction of the disclosing Party’s Confidential Information that is then in the receiving party’s control, provided that each Party may retain the disclosing party’s Confidential Information to the extent and for so long as required by applicable Law, or as captured in its routine backups, archives, and disaster recovery systems until such Confidential Information is deleted in the ordinary course. Any copies of retained Confidential Information will remain subject to all confidentiality, security, and other applicable requirements of this Agreement.
- (c) If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.
- (d) For clarity, if in the provision of Services CA identifies a vulnerability in the security of any third-party product or service offering, CA may disclose the existence of that vulnerability to the third-party provider. CA will not disclose the identity of or any Confidential Information of Client to such third-party provider.

8. **TERMINATION** - Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice if there are no active Orders. Either Party may terminate this Agreement or an applicable Order for cause if the other Party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified Party will have thirty (30) days to remedy its performance, except that it will have only ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination. In the event of termination of any Order, Client will pay CA for all Services performed and expenses incurred, and any other non-recoverable costs incurred by CA up to and including the date of such termination, including termination fees set forth in the Order (if applicable), and reasonably cooperate with the return of any Equipment that is not fully owned by Client as specified in the applicable Order. Each Order will become effective as set forth in the Order, and may be subject to renewals as specified therein.
9. **WARRANTIES** - CA warrants that the Services will be performed in a good and workmanlike manner. Client's sole and exclusive remedy with respect to this warranty will be, at the sole option of CA, to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty, or (b) refund amounts paid by Client related to the portion of the Services not in substantial compliance; provided, in each case, Client notifies CA in writing within thirty (30) days after performance of the applicable Services. Third-Party Products may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third-Party Products. To the extent required or allowed, CA will pass through to Client or directly manage for the benefit of Client's use of the Third-Party Products as part of the Services, the manufacturer warranties related to such Third-Party Products. Client will reasonably cooperate with CA and provide such information and take such other reasonable actions as required to facilitate any returns or warranty claims managed by CA. Client acknowledges that any changes Client makes to its infrastructure, networks, or environments, or the configuration of any Third-Party Products after initial deployment may cause the Third-Party Products to cease working or function improperly and that CA will have no responsibility for the impact of any such Client changes.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE THIRD-PARTY PRODUCTS OR SERVICES, AND CA EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE THIRD-PARTY PRODUCTS AND SERVICES ARE PROVIDED "AS IS" OR SUBJECT TO APPLICABLE WARRANTIES UNDER THE PRODUCT TERMS, AND THAT CA DOES NOT WARRANT THAT: (A) THE OPERATION OF ANY THIRD-PARTY PRODUCT WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THIRD-PARTY PRODUCTS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; OR (C) ANY THIRD-PARTY PRODUCT OR CA'S SERVICES WILL FIND, LOCATE, DISCOVER, IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE, OR THAT SUCH SYSTEM THREATS CAN OR WILL BE CONTAINED IN THE DELIVERY OF SERVICES BY CA.

CLIENT ACKNOWLEDGES THAT CERTAIN SERVICES PERFORMED BY CA AND MORE FULLY DESCRIBED IN THE ORDER OR PRODUCT TERMS COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CLIENT'S INFORMATION TECHNOLOGY SYSTEMS AND ACCEPTS THOSE RISKS AND CONSEQUENCES EXCEPT TO THE EXTENT ANY DAMAGES ARE ATTRIBUTABLE TO CA'S INDEMNITY OBLIGATIONS HEREUNDER.

10. **LIMITATION OF LIABILITY** – TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY, BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN

ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CLIENT UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION 11 SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS HEREUNDER.

11. LIMITED INDEMNITY -

- (a) CA shall defend, indemnify, and hold harmless Client and Client's officers, directors, employees, agents, successors, and permitted assigns (each, an "Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder ("Losses") arising out of or resulting from any third-party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from: (i) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of CA and CA Personnel; (ii) a claim that any of the Services or Deliverables or Client's receipt or use thereof infringes any intellectual property right of a third party (provided that CA shall have no obligations under this subpart (ii) with respect to claims to the extent arising out of: any Client Materials or any instruction, information, designs, specifications provided by Client to CA, or use of the Deliverables in combination with any materials or equipment not supplied to Client or specified by CA in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or any modifications or changes made to the Deliverables by or on behalf of any person other than CA or CA Personnel).
- (b) Client shall defend, indemnify, and hold harmless CA and CA Affiliates and their respective officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party Action arising out of or resulting from: (i) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client and its personnel and agents; (ii) a claim that CA's use of Client Materials in accordance with this Agreement or any instruction, information, designs or specifications provided by Client to CA infringes any intellectual property right of a third party.
- (c) The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. The indemnified party's failure to perform any obligations under this Section will not relieve the indemnifying party of its obligations under this Section except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.
- (d) Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) to the extent such claim or corresponding Losses arise out of or result from the indemnified

party's negligence or more culpable act or omission (including recklessness or willful misconduct) or bad faith failure to comply with any of its material obligations set forth in this Agreement.

12. INTERPRETATION - No course of prior dealings between the Parties and no usage of trade will be relevant to determining the meaning of this Agreement or invoice related thereto. Any reference to "writing" or "written" includes any method of reproducing words or text in a legible and non-transitory form and, for the avoidance of doubt, shall exclude e-mail. Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa. Section headings are for ease of reference only and do not affect the construction of this Agreement. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto and designated as an amendment to the Agreement. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. OWNERSHIP OF INTELLECTUAL PROPERTY.

- a. Except as set forth herein, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to any deliverables created specifically for Client to Client's specifications and identified as "Deliverables" under the applicable SOW ("Deliverables"), including all intellectual property rights therein. To the extent that any of Deliverables do not constitute a "work made for hire" under US Copyright Law, CA hereby assigns, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein, other than with respect to any Pre-Existing Rights of CA. Upon Client's reasonable request, CA shall, and shall cause the CA Personnel to, promptly take such further actions, as may be necessary to give effect to this Section 16.
- b. CA and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to any Third-Party Products and other Pre-Existing Rights, including all intellectual property rights therein. CA hereby grants Client a limited, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with Section 20), non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Rights to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables for the purpose for which the Deliverables are provided. All other rights in and to the Pre-Existing Rights are expressly reserved by CA.
- c. Without limiting the generality of Section 13(b), Client acknowledges that CA's Pre-Existing Rights may include the form, format, structure, terminology, and branding included in template reports and other general advisory documents generated in the provision of security assessments or consulting services ("CA Reports"). In no event shall Client disclose any written report or work product provided by CA to Client as part of the Services to any competitor or potential competitor of CA, except in connection with required audits or certification exercises required of Client. CA will not share the content of any CA Report with CA Personnel not involved in the Services related to the preparation of the Assessment Report, unless specifically authorized by Client.
- d. As between the Parties, CA is and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials, including all intellectual property rights therein. CA shall have no right or license to use any Client Materials except solely during the Term of the Agreement to the extent necessary to provide the Products and Services to Client. All other rights in and to the Client Materials are expressly reserved by Client.

17. **SEVERABILITY** - In the event that any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, the remaining provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed so as to effectuate the purpose and intent of the parties.
18. **ENTIRE AGREEMENT** - This Agreement, together with the terms of any Order, contains the entire understanding of the Parties with respect to the subject matters herein and supersedes and replaces in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the Parties hereto with respect to the subject matter hereof. Each Party acknowledges that it has not relied on any statements, warranties or representations given or made by any other party under or in relation to this Agreement, save those expressly set out in this Agreement. Each Party further acknowledges that it shall have no rights or remedies with respect to such subject matter other than under this Agreement.
19. **INSURANCE.** At all times during the Term of this Agreement CA shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage: (a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) worker's compensation with limits no less than the minimum amount required by applicable Law; (c) Commercial Automobile Liability with limits no less than \$1,000,000, combined single limit; and (d) Errors and Omissions/Professional Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
20. **ASSIGNMENT** - CA may assign or subcontract all or any portion of its rights or obligations under this Agreement to any of its Affiliates or assign the right to receive payments to any of its Affiliates, without Client's consent. CA shall be responsible for the performance of any of its Affiliates subcontractors or assignees under this Agreement. Client may not assign this Agreement or any of its rights or obligations herein without the prior written consent of CA. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the Parties hereto and their successors and assigns.
21. **PRESS RELEASE** - Neither Party, at any time during or after the term of this Agreement, without the prior written consent of the other Party in each instance, shall issue, publish, or arrange for any press release of any kind or nature whatsoever, or shall use the trademark, service mark, trade or service name, or logo of the other Party.
22. **FORCE MAJEURE** - CA shall not be liable for any loss or damage suffered or incurred by Client arising from CA's delay or failure to fulfil or otherwise discharge any of its obligations under this Agreement or any Order where such delay or failure is caused by any non-performance of its obligations by Client, industrial dispute, or any Force Majeure Event.
23. **MISCELLANEOUS.** - CA shall use reasonable endeavors to provide such cooperation as may be reasonably required by any third-party contractors of products and/or services to Client so as to ensure that all Services can be provided to Client in a coordinated, effective and timely manner. Each Party represents and warrants and agrees that it will comply with all Laws applicable to such Party in its performance of its obligations under this Agreement.
24. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party. Under no circumstance is it intended that CA Personnel should be considered an agent, servant, or employee of Client. No CA Personnel has been, is, or shall be an employee of Client by virtue of this Agreement. Nothing in this Agreement is intended or will be construed to confer upon any person (other than the Parties hereto and any indemnified party set forth in this Agreement) any rights, benefits or remedies of any kind or character whatsoever.

- 25. DISPUTE RESOLUTION PROCEDURE** - Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort, other than matters pertaining to proprietary information, proprietary rights, or payment disputes ("Dispute"), will be resolved according to the following process, which either Party may start by delivering a written notice to the other Party describing the Dispute and the amount involved ("Demand"). If the Dispute remains unresolved after ten (10) business days after receipt of a Demand, each Party shall identify a designated representative and a senior manager in writing to the other Party, and the designated representatives from each Party will meet at a mutually agreed upon time and place and use commercially reasonable efforts to try to resolve the Dispute. The Parties shall conduct such negotiation on a confidential basis. If the Dispute remains unresolved for five (5) business days after such meeting, either Party may escalate the Dispute by sending notice to the other Party's senior manager. If the senior managers from both Parties cannot resolve the Dispute within five (5) business days after receipt of such written notice, either Party may pursue any other available remedies. The Parties shall use commercially reasonable efforts to attempt to settle any claim or controversy between themselves (acting in good faith) within one (1) calendar month of notice of the claim or controversy being given. The Parties shall conduct such negotiation on a confidential basis.
- 26. GOVERNING LAW AND VENUE** - This Agreement shall be governed and construed in accordance with the law of the State of Minnesota, without regard to conflict of laws principles. To the extent that the Parties cannot settle Dispute between themselves as set forth in Section 22, any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder, shall be instituted exclusively in a court or other institution located in the courts of the State of Minnesota and U.S. District Court for the Minneapolis/St. Paul District of Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
In addition, **BOTH PARTIES HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE THEIR RIGHT TO A TRIAL BY JURY.** Except in the case of nonpayment, neither Party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. The rights and remedies provided under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.
- 27. NOTICES** - Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt, the third (3rd) day after postage prepaid mailing by regular mail or airmail to the address stated below, or the first (1st) day after such notice is sent by courier. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CA Notice Address:

Cyber Advisors

Attn: Shane Vinup

7550 Meridian Circle North

Suite 100

Maple Grove, MN 55369

Client Notice Address:

Designated on Order