

Master Service Agreement (“MSA”)

This Agreement, between (“Client” as defined within the individualized and executed Statement Of Work) and P3 Technologies, LLC (“P3Tech”), a Connecticut Corporation sets forth the legal rights and obligations governing provision of Services to Client.

Recitals

- A. P3Tech is in the business of providing information technology (“IT”) consulting services and solutions to its Clients for their business operation. Client desires to retain P3Tech to provide IT consulting services and solutions for Client’s business operations as stated in the Service Agreement(s) attached as Exhibit A and incorporated by reference herein.
- B. The “Contract Documents” consist of this Agreement together with all exhibits, written amendments, addendums, covenants, and documents incorporated by reference herein. “Work” shall mean the services performed by P3Tech pursuant to the Contract Documents.
- C. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by P3Tech. Performance by P3Tech shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Unless otherwise stated in the Contract Documents, words, which have well-known technical industry meanings, are used in the Contract Documents in accordance with such recognized terms.

1. Incorporation of Recitals and Exhibits by Reference

The Recitals are hereby incorporated into and made part of this Agreement.

2. Work to be Performed and Responsibilities

2.1 The terms of this Agreement shall apply (in the absence of any specific written agreement signed by both Parties for the Work required) each time the Client engages P3Tech to perform and/or provide Work. All Work provided will be described in one or more of the following: (i) a description of services document, including but not limited to “Managed Service Agreements,” “Managed Support Agreements,” “Assessments” or “Technical Specification Forms,” “Service Agreements”; (ii) any mutually agreed upon statement of work or scope of work document (“SOW”); (iii) a P3Tech change request form setting out Work requirements that fall outside of the previously agreed upon scope of work, as agreed upon by the Client and P3Tech (“Addendum” or “Client Change Request”). The documents described in (i), (ii) and (iii) above shall be included in the Contract Documents. “Work” does not include third party branded services (included in “Third Party Services”) that may be purchased from a third party (“Third

Party”) by the Client or sold by P3Tech as sales agent (for example, but not limited to, extended warranty on third party branded peripherals offered by the manufacturer).

In no event will the description of Work under any Service Agreement be deemed by implication or otherwise to exclude any Work described in this MSA or another Service Agreement. In the event of a conflict between the terms of the MSA and a Service Agreement, the terms of these documents will be interpreted according to the following order of precedence: (1) Service Agreements and (2) the MSA.

2.2 P3Tech is relying on the assumptions as may be set out in any Contract Document and other information provided by the Client (“Assumptions”) to provide the Work on the terms set out in this Agreement and any of the Contract Documents. During the provision of the Work, P3Tech may analyze the Client’s information technology environment and other factors relevant to the Work, and compare this with any data provided by the Client and the Assumptions to determine whether this data and Assumptions differ. If a material discrepancy with respect to the level of performance of the Client’s information technology environment, other information provided by the Client, or the Assumptions is found, the Parties shall meet to negotiate equitable changes to any affected Contract Document, any agreed upon service levels and/or charges, as appropriate. Prior to agreeing to any such changes, P3Tech retains the right to suspend the Work, carry out such Work as is reasonable considering the discrepancies or increase the charges to cover any increased costs it incurs as a result of such findings, and any agreed upon service levels shall not apply.

2.3 Further, in the event that P3Tech is unable to commence the provision of all or part of the Work by any milestone specified in a Contract Document due to any delay or default attributable to the Client (which shall for these purposes include the delay or default of any Client contractor), then the Client shall defend, indemnify, and hold harmless P3Tech and its representatives from and against any and all losses arising out of or in connection with any such delay or default.

2.4 A portion of the Work may contain or consist of open source software, which Client may use under the terms and conditions of the specific license under which the open source software is distributed.

THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL P3Tech, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING

NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

2.5 Client may authorize additional work to be performed beyond that set forth in Exhibit A pursuant to mutual written agreement of the Parties (“Modifications”).

2.6 P3Tech shall enforce strict discipline and good order among its employees, agents and other persons providing Work to the Client. P3Tech shall not permit the employment of unfit persons or persons not skilled in tasks assigned to them. Client shall have the right to request replacement of any persons that it reasonably determines are unfit or not skilled in the tasks assigned to them and P3Tech shall promptly investigate Client’s concerns and may, pending the outcome of the investigation, replace such persons.

2.7 P3Tech acknowledges sole responsibility for ensuring that it and its employees, agents and servants comply fully with all state, federal, county, municipal or other laws, and regulations.

2.8 The Client shall make itself available, as reasonably necessary, to promptly provide information, data and support to P3Tech, its agents and representatives that will be providing the Work in order to assist in the implementation and performance of the Work. The Client shall also ensure that P3Tech and any of its agents or representatives performing the Work have access to the necessary information, equipment and work area to adequately perform the Work in an efficient and timely manner; provided such information, equipment and work area is set forth in Exhibit A or otherwise agreed to in writing by Client.

3. Fees and Payment Terms

3.1 The prices charged for Work purchased under this MSA will be P3Tech’s “then-current” charges for such Work. P3Tech reserves the right to revise pricing if pricing for the Work is based upon written assumptions and those assumptions are determined to be inaccurate. The Client agrees to pay and the P3Tech agrees to accept as compensation for the Work the amount as stated in the Service Agreement(s) or the revised amounts as stated in any subsequent Modifications. If Client and P3Tech are not able to reach agreement on the revised pricing, Client or P3Tech may terminate the applicable Service Agreement. If the Work is being provided on a time and materials basis, any estimates provided by P3Tech are for planning purposes only. Any required deposits and/or setup fees are non-refundable.

3.2 P3Tech shall invoice the Client the first billing period of every month. Invoice terms are Net fifteen (15) from the date of invoice. Client shall pay P3Tech in US dollars, as invoiced by P3Tech. Additional charges may apply if Client requests Work to be performed outside of the contracted hours or is beyond the normal coverage as provided for in the Service Agreements.

3.3 For invoices not paid within thirty (30) days of the invoice date, P3Tech reserves the right to charge Client a late penalty charge of one and a half percent (1.5%) per month applied against

undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. In addition, P3Tech, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate the Work until such payment is received and may decide not to accept additional Work requests from Client and/or seek collection of all amounts due, including reasonable legal fees and costs of collections. P3Tech shall have no liability to Client for any such suspension or termination of Work.

3.4 If P3Tech purchases Services, Software or Products for the Client from a party other than P3Tech ("Third Party" and "Third Party Services"), then Client acknowledges that its payment for the Third Party Services is subject to the agreement between the Client and the Third Party. P3Tech shall not be liable to Client for any representations, warranties, indemnities, or damages beyond those set forth in this MSA. Client acknowledges that to the extent that P3Tech does not receive payment for the Third Party Services, P3Tech shall have the right to suspend or terminate the Work until such payment is received. P3Tech shall have no liability to Client for such suspension or termination of Work and Client shall look solely to Third Party for any and all damages and liability associated with such suspension or termination of Work.

4. Termination

4.1 P3Tech may terminate this Agreement in the event that Client fails to provide P3Tech with all information which may be pertinent to the subject matter of this Agreement. Information shall be deemed to be "pertinent" if prior disclosure of such information may have prevented P3Tech from entering into this Agreement, or may have caused P3Tech to modify the terms and/or consideration set forth in the Agreement. P3Tech may also terminate this Agreement in the event that Client materially breaches any of the terms of this Agreement and such breach is not cured within thirty (30) days of written notice thereof. Termination of one or more Service Agreements will not terminate this MSA. Upon termination of this MSA, all rights and obligations of the Parties under this MSA, unless otherwise provided for herein, will automatically terminate except for the rights of action accruing prior to termination, payment obligations that expressly or by implication are intended to survive termination.

4.2 The Client may terminate this Agreement for cause, which shall be defined as: (i) The persistent or repeated failure of P3Tech to supply properly skilled workers or proper materials; (ii) A material breach of the Contract Documents that is not cured within sixty (60) days after written notice.

4.3 Client understands that if this Agreement is terminated by Client, P3Tech shall have no further obligation to perform any Work. P3Tech shall have no obligation to return the Client's systems or equipment to their original status prior to the time any Work was performed by P3Tech or agents of P3Tech. Upon termination, P3Tech may assist in Client's transition from P3Tech to Client or appropriate outside Vendor selected by Client at Client's expense.

5. Warranty, Representations and Limitations on Warranties

5.1 P3Tech represents and warrants that (i) the Work will be performed in a professional and workmanlike manner. Except as expressly stated in the preceding sentence, P3Tech (including its subcontractors and agents) and each of its employees, Directors, and Officers, (collectively, the “P3Tech Party”) DOES NOT MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED REGARDING THE WORK AND/OR GOODS PROVIDED BY P3Tech TO THE CLIENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. P3Tech FURTHER DISCLAIMS ANY WARRANTY THAT THE WORK WILL SUCCEED IN RESOLVING ANY PROBLEM, OR THAT ANY WORK PRODUCT OF THE WORK WILL BE FREE FROM PROGRAM ERRORS; OR ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING THE WORK; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE WORK OR THE RESULTS OF ANY RECOMMENDATION THE P3TECH PARTIES MAY MAKE. Client’s remedies and P3Tech’s obligations with respect to the foregoing warranties shall be limited to re-performance of any Work, at no additional cost to Client, that fail to comply in any material respect with the warranties and representation contained herein. All claims by Client under the foregoing warranties must be made in writing within ninety (90) days of the date on which the allegedly non-compliant or defective Work is performed or delivered to Client.

BOTH PARTIES EXPRESSLY ACKNOWLEDGE THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE WORK TO BE PROVIDED HEREUNDER, AND THAT EACH PARTY HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT HEREIN.

5.2 Warranties and Representations on Information Provided by Client. P3Tech may require that Client provide it with information and data in order to perform the Work. The Client acknowledges that the integrity of such information or data is beyond the control of P3Tech, and the P3Tech specifically disclaims any warranty of the accuracy of such information. The Client, under the terms of this Agreement, assumes the risk of errors or omissions in the Work provided by P3Tech to the extent that such errors or omissions were the direct result of any incomplete or inaccurate information and data provided by Client.

5.3 Backup of Data and Systems. Unless otherwise provided for in Exhibit A, Client shall be solely responsible for the backup of its data and the creation and preservation of any and all records and information necessary for the conduct of its business or operations, disaster recovery preparedness, or required for compliance with its legal obligations.

6. Limitations of Liability

EXCEPT WITH RESPECT TO P3TECH’S INDEMNIFICATION OBLIGATIONS OR A BREACH OF EITHER PARTY’S CONFIDENTIALITY OBLIGATIONS, P3TECH’S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY WORK

PROVIDED PURSUANT TO THIS MSA SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THE SPECIFIC WORK GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE (12) MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE WORK PROVIDED HEREUNDER WOULD BE HIGHER.

7. Indemnification

7.1 P3Tech will indemnify and hold harmless the Client, its members, officers, directors, shareholders, employees and agents, and its respective successors and assigns, against any and all third-party suits, actions, alternative dispute resolution ("ADR") proceedings, investigations and proceedings, loss, liability, damage, cost or expense of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, reasonable attorney's fees and costs (whether or not suit is brought), arising out of or relating to a third party claim of infringement by P3Tech of a third-party's rights in any patents, copyrights, trade secrets or trademarks with respect to any Work performed pursuant to this Agreement. Notwithstanding the foregoing, P3Tech shall have no obligation under this Section for any claim resulting or arising from (A) Client's modifications of the Work or Deliverables that were not performed by or on behalf of P3Tech; (B) the combination, operation or use of the Work or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (C) P3Tech's compliance with Client's written specifications or directions, including the incorporation of any software or other materials or process provided by or requested by Client. This indemnification obligation shall survive any termination of this Agreement.

The Client shall defend, indemnify and hold P3Tech harmless from, any third-party claim or action arising out of (A) the failure of Client to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Client provided information, data, technology, software or other components related to the Work, as well as software directed or requested by Client to be installed or integrated as part of Work, or (B) any inaccurate representations regarding the existence of an export license or any allegation made against P3Tech due to Client's violation or alleged violation of applicable export laws, regulations, and orders.

Nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

7.2 The Party, who is entitled to indemnification under this Agreement (the "Indemnified Party"), shall give notice to other Party, who is required to provide indemnification (the "Indemnifying Party"), promptly after receiving actual knowledge of any claim for which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim, or any litigation resulting from it, provided that counsel for the Indemnifying Party, who shall conduct the defense of the claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may, at its own expense, participate in the defense, and provided further that the failure of any Indemnified Party to give the required notice shall not relieve the Indemnifying Party of its obligations under the Agreement unless the failure to give notice is materially prejudicial to an Indemnifying Party's ability to defend the action.

7.3 The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder, without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld) unless suit has been instituted against it and the Indemnifying Party has not, after notification, taken control of the suit.

7.4 Notwithstanding the foregoing, however, (i) if the Indemnified Party reasonably determines that there may be a conflict between the positions of the Indemnifying Party and of the Indemnified Party in connection with the defense of an action, suit, investigation, inquiry or other proceeding, or that there may be legal defenses available to the Indemnified Party different from or in addition to those available to the Indemnifying Party, then counsel for the Indemnified Party shall be entitled to conduct a defense to the extent it reasonably determines necessary to protect the interest of the Indemnified Party, and (ii) in any event, the Indemnified Party shall be entitled to have counsel of its choice participate in, though not to conduct, the defense. No Indemnifying Party, in the defense of any claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect to the claim or litigation.

7.5 The Work is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including, without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other application, in which failure of the Work could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). P3Tech expressly disclaims any express or implied warranty of High-Risk Activities.

8. Non-Disclosure

8.1 Confidential Information. The information to be treated as "Confidential Information" shall include all confidential information and/or trade secrets and material derived from, obtained from, or relating to internal development, sales incentives, and customer contacts, including confidential memoranda, notes, information, records, maps, research results, business projections, business and

research notebooks, data, formulae, specifications. Such information includes, but is not limited to the respective Parties' business plans and marketing plans for the present and the future, the vendor and supplier lists, and the Client lists and Client contacts, Client characteristics, employee identities, employee characteristics, employee compensation, information on agents and servants, and the terms of the Contract Documents. Confidential Information shall not include information that: (i) is generally known; (ii) is now or subsequently becomes generally available to the public through no wrongful act of the Parties; (iii) the respective Party rightfully had in its possession prior to the information being disclosed; (iv) is independently developed by the receiving party as evidenced by written records maintained in the ordinary course of business or (v) is rightfully obtained from a third party who has the right to transfer or disclose such information.

8.2 The Parties agree not to disclose any Confidential Information, directly or indirectly, and whether for compensation or no compensation, to any third party other than employees, agents or independent contractors who have a need to know such information without the express written consent of the Party whose Confidential Information is being disclosed.

8.3 Client and P3Tech agree that for a period of one (1) year after termination of this Agreement, both Parties shall not directly or indirectly, solicit or entice any employees of the Client or P3Tech to leave the employ of the Client or P3Tech that were employees during the term of this Agreement; provided, however, that an individual's response to a general advertisement and the subsequent hiring of such individual shall not be a breach of this Section 8.3 provided that the Client or P3Tech does not specifically solicit such individual. 8.4 The Parties acknowledge that a violation of the terms of this Section 8 will cause damage and harm, including but not limited to loss of competitive advantage, loss of revenue, increase in costs, and other harm not yet ascertainable. The Parties acknowledge that any such damages set forth above will be difficult if not impossible to calculate in monetary terms, and will be irreparable. The Parties agree that in the event of a breach of this Section 8, the breaching Party will not oppose a request for equitable relief, including any affirmative temporary restraining order, with or without notice; any preliminary injunction; and/or a permanent order to enjoin any further violations of this Agreement, in addition to any prayer for monetary relief for damages suffered by the Party whose Confidential Information has been disclosed.

8.5 This Section 8 shall survive the termination of this Agreement for so long as such information remains Confidential Information.

9. Ownership of Work Product and Intellectual Property Rights

In the event of a conflict between the terms of this Section 9 and a Master Software Development Agreement (the "MSDA") or Statement of Work (the "SOW"), the MSDA or SOW shall be the governing document with respect to the Ownership of Work Product and Intellectual Property Rights. To the extent that P3Tech creates any materials or works of authorship in connection with the Work performed under this Agreement, the Client shall be the exclusive owner of all such materials, together with all

Intellectual Property Rights therein; the intent being that any such materials shall be "works made for hire". To the extent that any such materials are not "works made for hire", P3Tech hereby assigns all right, title and interest to the Client in and to such materials. Except to the extent that any such materials contain Client's Confidential Information, Client hereby grants to P3Tech a non-exclusive, royalty-free, fully paid-up, perpetual rights and license to use such materials. For purposes of this paragraph, "Intellectual Property Rights" shall mean any and all copyright and other intellectual property rights of any nature whatsoever throughout the world, howsoever arising and in whatever media, whether or not registered, including without limitation, patents, trademarks, service marks, database rights, trade names, registered designs and any applications for the protection or registration of these rights and all renewals and extensions thereof, together with all derivative works thereof.

10. Support Services

Unless otherwise expressly provided for in the Service Agreement(s), Work does not include repair of any system or system component which has been damaged as a result of: i. accident, misuse, or abuse of the system component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than P3Tech (or its representatives); ii. an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, hurricanes; or iii. the moving of the system from one geographic location or entity to another.

11. Independent Contractor Status

It is expressly agreed that the Parties are acting as independent contractors. The Client shall carry no Workmen's Compensation insurance or any health or accident insurance to cover P3Tech. The Client shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. P3Tech shall be responsible for its own insurances and taxes. Neither Party will have any rights, power of authority to act or create an obligation, express or implied, on behalf of the other Party except as specified in this MSA. P3Tech has the right to assign subcontract or delegate in whole or in part this MSA, or any rights, duties, obligations or liabilities under this MSA by operation of law or otherwise, provided that P3Tech shall remain responsible for the performance of the Work under this MSA. Otherwise, neither Party may assign this MSA without the written permission of the other.

12. Relationship of Parties

Nothing in this Agreement shall be construed to constitute or appoint either Party as the agent, partner, joint venturer, or representative of the other Party for any purpose whatsoever, or to grant to either Party any rights or authority to assume or create any obligation or responsibility, expressed or implied, for or on behalf of or in the name of the other. Nothing in this Agreement shall bind the other in any way or manner whatsoever, unless expressly set forth herein.

13. Notice

Any notice, request, instruction or other document required by this Agreement shall be in writing and shall be deemed to have been given (a) if mailed with the United States Postal Service by prepaid, first class, certified mail, return receipt requested, at the time of receipt by the intended recipient, or (b) if sent by facsimile transmission, when so sent and receipt has been acknowledged by appropriate telephone or facsimile receipt, addressed as follows, or such other address as may be given from time to time under the terms of this notice provision:

To P3Tech:

P3 Technologies, LLC
18 Suzanne Lane
Brooklyn, CT 06234

To Client:

[REFERENCE INDIVIDUALIZED STATEMENT OF WORK]

14. Governing Law and Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the United States of America and of the State of Connecticut. Windham County, Connecticut shall be the site of any legal proceeding arising out of or relating to this Agreement. This MSA will be interpreted and construed in accordance with the English language. NEITHER CLIENT NOR P3TECH SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

15. Effective of Waiver

No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed; and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance of any performance after the time the same shall have become due shall not constitute a waiver by the accepting Party of the breach or default of any covenant, term, or condition, unless otherwise expressly agreed to by the accepting Party. Failure of any Party to enforce a right under this Agreement shall not act as a waiver of that right or the ability to assert that right relative to the particular situation involved.

16. Entire Agreement

This MSA and related Service Agreements is the entire agreement between P3Tech and Client with respect to its subject matter and supersedes all prior oral and written understandings, communications

or agreements. No amendment to or modification of this MSA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this MSA is found by a court to be void, invalid, or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, and all remaining provisions will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this MSA.

17. Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement to a successor-in-interest in the event of a merger, acquisition or sale of substantially all of such Party's assets or stock. Subject to the foregoing, this Agreement shall inure to the benefit of, and be enforceable by or against, its permitted successors and assigns.

18. Interpretation

This Agreement has been prepared, examined, negotiated and revised by each Party and their respective attorneys, and no implication shall be drawn and no provision shall be construed against any Party to this Agreement by virtue of the purported identity of the drafter of this Agreement, or any portion thereof.

19. Counterparts

If a signature block is appended hereto, this Agreement may be executed simultaneously in one or more counterparts, each of which shall constitute one and the same instrument.

20. Authority to Enter Agreement

The Parties executing this Agreement have full power, authority and legal capacity to enter into and to carry out this Agreement and P3Tech has taken or will take all necessary action to authorize the execution, delivery and performance by P3Tech of this Agreement and all other documents or instruments required in connection with this Agreement.

21. Attorneys' Fees In the event of any action at law or inequity between the Parties hereto to enforce any of the provisions hereof, including alternative dispute resolution ("ADR") proceedings, the unsuccessful Party to such litigation shall pay to the successful Party all costs and expenses, including reasonable attorneys' fees, incurred therein by such successful Party; and if such successful Party shall recover a judgment in any such action or proceeding, such costs, expenses and attorneys' fees may be included in and as part of such judgment.

22. Further Assurances

At any time and from time to time after the Effective Date, each Party shall each do, execute, acknowledge and deliver, and cause to be done, executed, acknowledged or delivered, all such further acts, transfers, conveyances, assignments or assurances as may be reasonably required to consummate the transactions contemplated by this Agreement.

23. Force Majeure

Neither Party shall be liable to the other Party for any failure to perform any of its obligations (except payment obligations) under this MSA during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, water, strike, rebellion, accident, supply shortages, other acts of God, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure. The delayed Party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure lasts longer than thirty (30) days, the other Party may immediately terminate the applicable Service Agreement by giving written notice to the delayed Party.

24. Limitation Period

Neither Party may institute any action in any form arising out of this MSA more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

25. Updates

P3Tech reserves the right to update its MSA at any time, effective upon posting an updated version at www.p3tech.biz; however, Client's rights and obligations shall be as provided for in the version of the MSA executed by Client or available to Client at the time of Client's initial purchase of Work or, when applicable, Client's renewal of Work.

End of Document