



## STANDARD TERMS AND CONDITIONS

Revised: Thursday, August 27, 2020

These Standard Terms and Conditions are incorporated into and made a part of the Work Order or other order, statement of work, quote, or proposal ("**Order**"), by and between the person or entity identified as the "**Client**" on the Order or the person or entity for which the Order was prepared ("**Client**") and Stasmayer Incorporated, a Massachusetts corporation ("**Stasmayer**"). Stasmayer and Client are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

Stasmayer agrees to provide, and Client agrees to purchase, the Work (as defined below). The Order shall not be binding until it has been executed by both Parties.

1. **Order Structure; Entire Agreement; Amendment**. The Order consists of: (a) these Standard Terms and Conditions; (b) the provisions in the Order containing a link to these Standard Terms and Conditions (collectively referred to herein as the "**face**" of the Order); (c) any exhibits or attachments to such Order; and (d) any documents incorporated reference herein or therein. In the event of a conflict between these Standard Terms and Conditions and the terms of conditions set forth on the face of the Order, the terms and conditions on the face of the Order shall control. The Order constitutes the entire agreement between the Parties with respect to the Work ordered thereunder and supersedes all prior or contemporaneous understandings, negotiations, communications, and agreements, with respect to the subject matter thereof (including the Work described therein). Stasmayer rejects any and all additional, different, or inconsistent terms or conditions contained in or incorporated into any document (electronic or otherwise) or that Client provides to solicit the Order from Stasmayer or sends in response to the Order. No amendment, deletion, supplement, or change to the Order shall be binding unless set forth in a written document signed by an authorized representative of each Party. Certain Work may require that Client enter into additional formal agreements with Stasmayer or a Third Party Product Provider. For the avoidance of doubt, Stasmayer is only responsible for the Work described in the Order.

2. **Defined Terms**. As used herein, the following terms shall have the following meanings (which shall be applicable to both the singular and plural forms of the terms defined):

(a) "**Applicable Law**" means any law, code, statute, policy, directive, order, ruling, agreement or regulation having applicability, jurisdiction or authority.

(b) "**Backup Services**" has the meaning assigned to such term in Section 9 below.

(c) "**Client Hardware**" means any equipment, devices, hardware, or other tangible materials including printers, servers, workstations, and networking devices that are owned, leased, or controlled by Client, connected to Client's network or information technology infrastructure, or otherwise located at a Work Site, but "**Client Hardware**" shall not include any Stasmayer Equipment.

(d) "**Client Legal Security Officer**" or "**Client LSO**" has the meaning assigned to such term in Section 6(l) below.

(e) "**Client Representative**" means initially the person designated as the "**Client Representative**" on the face of the Order and any successor thereto appointed by Client in accordance with Section 6(i).

(f) **“Confidential Information”** means all information, disclosed after the Effective Date, that is disclosed in written, oral, electronic, visual or other form by either Party to the other Party and either (i) marked or designated as “confidential” or “proprietary” at the time of disclosure or (ii) otherwise clearly indicated to be confidential at the time of disclosure. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants and customer or partner information. . “Confidential Information” does not include information that is (i) generally known to the public through no improper act or omission of recipient; (ii) independently developed by the recipient without use of or reference to the discloser’s Confidential Information; or (iii) obtained by recipient from any third-party not owing any confidentiality obligation to the discloser.

(g) **“Core Device”** mean a server, firewall, switch, router, or other device capable of generating a readable log that is connected to or forms part of Client’s network infrastructure and/or environment.

(h) **“Covered Data”** has the meaning assigned to such term in Section 9(b) below.

(i) **“Data Privacy and Security Laws and Standards”** shall mean (i) all national, federal, state, and local laws, rules, regulations, standards, ordinances, or orders relating to data or information privacy, data or information security, the protection of PII, and/or the cross-border transfer of PII or any other data or information including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of the Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH); the Gramm-Leach-Bliley Financial Modernization Act of 1999 (GLBA); the Family Educational Rights and Privacy Act of 1974 (FERPA); the Sarbanes-Oxley Act of 2002 (SOX); Payment Card Industry Data Security Standards (PCI-DSS); the Fair Credit Reporting Act (FCRA); the Fair and Accurate Credit Transactions Act of 2003 (FACTA); Children’s Online Privacy Protection Act of 1998 (COPPA); the General Data Protection Regulation (GDPR); Federal Acquisition Regulations (FAR); the Defense Federal Acquisition Regulations Supplement (DFARS); the International Traffic in Arms Regulations (ITAR); Defense Contract Audit Agency (DCAA) requirements and compliance therewith; the Federal Information Security Management Act of 2002 (FISMA); NIST Special Publication 800-171 requirements and other laws, rules, standards, requirements, or regulations related to Controlled Unclassified Information (as defined in Executive Order 13556) and Covered Defense Information (as defined in DFARS 252.204-7012); the South Carolina Insurance Data Security Act; and any other national, federal, state, or local laws, regulation, rules, standards, or orders similar to, or enacted to replace, any of the foregoing or any amendments to the same; and (ii) all standards, rules, obligations, or requirements related to data or information privacy, data or information security, or the protection of PII or any other data or information that Client has agreed to adhere to, meet, or follow in connection with Client’s operations including, without limitation, contractual obligations to third parties.

(j) **“Deliverables”** means any work product, reports, notes, drawings, documentation, programs (including, without limitation, source code, object code, and listings), interfaces, web portals, analyses, configurations, inventions conceived or reduced to practice during the provision of the Work, and all other materials produced or provided by Stasmayer or its Personnel in connection with the Order or any of the Work.

(k) **“Device Count”** means, with respect to Workstations and Core Devices any day during the Term, the total number of Workstations and Core Devices connected to Client’s network(s) on such day at the time of measurement or count by Stasmayer. Stasmayer’s determination of the Device Count shall be conclusive absent manifest error.

(l) **“Excluded Devices”** means any device or equipment that is not a Workstation or Core Device including, without limitation, mobile phones, tablets, software, printers, telephones, webcams, thermostats, lighting systems, or any other IoT device.

(m) **“Fees”** has the meaning assigned to such term in Section 4(a) below. For the avoidance of doubt, the “Fees” includes any Recurring Fee(s).

(n) **“Incident Response Services”** means services provided by Stasmayer to assist Client with responding to and/or remediating a cyber-security incident suffered or caused by Client.

(o) **“Intellectual Property Rights”** means all intellectual property rights arising anywhere in the world, including, but not limited to, copyrights, patents, mask works, trademarks, service marks, trade names, trade secrets, inventions (whether or not patentable), know-how, authors’ rights, rights of attribution, moral rights, and other proprietary rights, and all applications and rights to apply for registration or protection of such rights.

(p) **“Legacy Equipment”** or **“Legacy Software”** means any equipment or software that is of such age or condition that it is no longer warrantied or supported by the manufacturer or developer.

(q) **“Losses”** means any and all claims, damages, losses, liens, causes of action, suits, judgments, fines, penalties, and expenses, of any nature, kind, character, or description, including court costs and reasonable attorneys’ and experts’ fees.

(r) **“Modifications”** means any ideas, suggestions, additions, revisions, deletions, modifications, proposals, enhancements, derivative works, or changes.

(s) **“Peak Monthly Device Count”** means, with respect to any calendar month during the Term, the highest number of Workstations and Core Devices measured or counted by Stasmayer during any Device Count during such month. Stasmayer’s determination of the Peak Monthly Device Count shall be conclusive absent manifest error.

(t) **“Personnel”** means, as applicable, a Party’s and/or its affiliate’s officers, employees, independent contractors, consultants and agents.

(u) **“PII”** or **“Personally Identifiable Information”** means any information that could identify an individual, either directly or indirectly, including, without limitation, an individual’s name, credit card number, social security number, biometric information, bank account number, passport number, computer password, or health, financial, or employment information and other individual confidential information.

(v) **“Recurring Fee”** has the meaning assigned to such term in Section 4(e).

(w) **“Services”** means the services to be performed by Stasmayer for Client as specified on the Order.

(x) “**Stasmayer Material**” means all information, content, methodologies, data, ideas, concepts, materials, templates, know-how, techniques, documentation, software, web portals, and development tools that Stasmayer possesses prior to the commencement of any of the Work or which it develops independently of any activities governed by the Order, and any Modifications made to any such property while providing any of the Work.

(y) “**Stasmayer Equipment**” means any equipment, hardware, materials, supplies, or goods provided by Stasmayer to Client that are not clearly designated in an Order as a purchase or invoiced to Client as a reimbursable expense.

(z) “**Term**” shall mean the term of the Order set forth on the face of the Order including any renewals or extensions.

(aa) “**Taxes**” means all sales, use, value added, and other similar taxes assessed on the Work except for taxes: (i) for which Client has provided a valid exemption certificate; (ii) imposed upon Stasmayer’s net income; or (iii) imposed upon Stasmayer under federal, state, and local wage laws.

(bb) “**Third Party Product**” means any equipment (including Stasmayer Equipment), hardware, products, software, or services (including cloud-based services) licensed, sold, and/or provided by a third party, which may be sold, leased, licensed, loaned, or otherwise provided to Client by or on behalf of Stasmayer pursuant to an Order or otherwise.

(cc) “**Third Party Product Provider**” means, with respect to a Third Party Product, the manufacturer, vendor, distributor, service provider, licensor, or other provider of such Third Party Product.

(dd) “**Work**” means the Services, Stasmayer Equipment and/or Third Party Products to be sold, leased, performed, loaned, or otherwise provided, as applicable, by Stasmayer to Client as specified on the Order.

(ee) “**Workstation**” means a desktop or laptop computer, thin client, or any other device or terminal used to access or connect to a virtual or remote computing session or environment that is connected to Client’s network.

(ff) “**Work Site**” means any facility or location owned, leased, licensed, or otherwise occupied by Client or by any third party but operated and/or maintained by Client, where Work is to be performed hereunder.

### 3. **Termination.**

(a) ***Termination by Stasmayer.*** Stasmayer may terminate the Order: (i) for any reason or no reason by providing thirty (30) days advance written notice to Client; (ii) immediately if Client is in breach of the Order (other than failure to make payment when due) and Client fails to cure such breach within fifteen (15) days after written notice of such is delivered by Stasmayer to Client; (iii) immediately if Client fails to make payment when due; (iv) immediately if Client becomes insolvent, files for bankruptcy, makes an assignment against its creditors; or (v) if there are errors in the pricing or other information contained in the Order. For the avoidance of doubt, if Client fails to make payment when due, Stasmayer may elect, in its sole discretion, to suspend the provision of the any and all Work in accordance with Section 5(b) prior or in addition to terminating the Order.

(b) **Termination by Client.** Client's rights to terminate the Order, if any, are set forth on the face of the Order.

(c) **Effect of Termination.** If the Order is terminated, Client will immediately pay Stasmayer the Fees, Taxes, and/or Reimbursable Expenses for the Work provided or in progress prior to and including the date of termination. Except in the event of Stasmayer's termination of the Order for convenience pursuant to Section 3(a)(i), notwithstanding anything to the contrary herein, Client shall also be responsible for paying Stasmayer the Fees for (a) the Services; and (ii) Third Party Products that are non-cancellable or non-returnable, as determined in Stasmayer's sole discretion, for the remainder of then-current Term of the Order at the time such Fees would have become due in the absence of termination of the Order. Termination, by whatever means, will not relieve either party of any liability or obligation arising prior to the date of termination.

4. **Fees and Reimbursable Costs; Fee Changes.**

(a) Client agrees to pay the fees and/or rates for the Work set forth on the face of the Order (the "**Fees**"). The Fees are exclusive of Taxes, but Client shall be responsible for the payment of Taxes.

(b) Client agrees to reimburse Stasmayer for all out-of-pocket expenses incurred by Stasmayer in connection with the delivery and/or performance of any of the Work, which may including, without limitation, travel time to and from a location and other expenses related to servicing locations outside of Charleston, Berkeley, Dorchester, and Richland Counties and third-party consultant expenses requested by Client (collectively, "**Reimbursable Expenses**").

(c) Unless otherwise provided in the Order, Stasmayer, in its sole discretion, may increase the Fees (other than hourly rates or Fees for Third Party Products, which are addressed below) for the Work on each anniversary of the Effective Date by up to five percent (5%). Furthermore, Client acknowledges agrees that upon any renewal or extension of the Order following the expiration or termination of the Order, Stasmayer reserves the right to adjust its fees and rates by any amount. Notwithstanding the foregoing, Fees may be increased in the event that Client requests any alteration or deviation to the specifications of the Work described in the Order if such alteration or deviation results in any increased costs or additional time to perform the Work, and any such alteration or deviation shall be only be binding upon Stasmayer if agreed to in writing by Stasmayer and Client.

(d) Stasmayer's hourly rates set forth in the Order may be changed from time to time, in Stasmayer's sole discretion and without prior notice. The hourly rates set forth in the Order are Stasmayer's hourly rates as of the date of the Order for travel and Services performed between the hours of 8:00 a.m. and 5:00 p.m., and Services performed outside of those hours may be billed at a higher rate, which may not be included in the Order but such rates are available upon Client's request. For Services performed on an hourly basis, Stasmayer shall bill Client in fifteen (15) minute increments (rounded up); provided, however, the minimum hourly charge for Services performed at a Work Site is one (1) hour plus travel time. To the extent that the Order provides an estimate of time to complete Work and the Fees for such Work are based on or tied to Stasmayer's hourly rates and the time to complete such Work, Client acknowledges and agrees (i) that the Fees set forth in the Order are only an estimate; and (ii) the actual time needed to complete such Work shall be billed to Client.

(e) If the Work includes a Fee for a Third Party Product that is billed to Client on a monthly, annual, quarterly, or other recurring basis (each, a "**Recurring Fee**"), (i) the amount of

such Recurring Fee is subject to change at any time if the applicable Third Party Product Provider increases the price or fee for such Third Party Product and/or (ii) the subscription duration and/or the required frequency of payment, for any such Third Party Product is subject to change at any time if the applicable Third Party Product Provider discontinues the availability of such subscription duration and/or otherwise changes the frequency of payments required in order to continue to receive such Third Party Product, which also may result in an increase in the amount of the Recurring Fee (*for example purposes only, if a Third Party Product Provider discontinues the availability of a monthly subscription for a Third Party Product and only offers an annual subscription for such Third Party Product*). In either such event, the amount and/or timing of Client's Recurring Fee for such Third Party Product shall be adjusted accordingly, and Stasmayer is entitled to invoice Client for such adjusted Recurring Fee without prior notice. In addition, a Third Party Product may allow Client to add additional features or tools from within the Third Party Product that increase the Third Party Product Provider's price or recurring or subscription fee for such Third Party Product. To the extent that Client elects to add any such features or tools that results in an increase in the price or fee for a Third Party Product, Client's Fee for such Third Party Product shall be increased accordingly, and Stasmayer is entitled to invoice Client for such increased Fee without prior notice. Client acknowledges and agrees that if a Fee for a Third Party Product is based on the amount of storage space or the number of Client users or devices for such Third Party Product, then Client shall notify Stasmayer in writing if Client desires to increase its storage space or user or device count for such Third Party Product. After receiving such notice, Client and Stasmayer may enter into a new order memorializing the increased Client storage space or user or device count, as the case may be, for such Third Party Product or an amendment to the Order for such Third Party Product.

(f) Notwithstanding anything to the contrary in the Order, Client acknowledges and agrees that: (i) technology is constantly evolving; (ii) Third Party Products purchased by Client from other vendors may not be easily integrated into or be supported by Client's existing Client Hardware, Third Party Products, software, network, or information technology infrastructure; and (iii) Client's election to make changes to, or incorporate additional technology, vendors, services, or other Third Party Products into, its information technology infrastructure or environment may materially increase the scope of the Work and/or the time necessary for Stasmayer to provide the Work than anticipated at the time the Order. In such event, notwithstanding anything to the contrary in the Order, Stasmayer reserves the right to increase the Fees to account for such increases upon thirty (30) days advance written notice to Client.

## 5. **Invoicing and Payment.**

(a) Client agrees to keep a valid ACH withdrawal authorization (on a form provided by Stasmayer) or credit card on file with Stasmayer until all amounts due under the Order have been paid in full to Stasmayer. Unless otherwise provided on the face of the Order, and subject to Section 4(e), Stasmayer: (i) shall invoice Client for the Fees and Reimbursable Expenses on a monthly basis; and (ii) all invoiced amounts are due and payable on the invoice date. For the avoidance of doubt, the face of the Order may require payment in full on the date that an Order is accepted and/or executed by Client. Client hereby authorizes Stasmayer to charge Client's ACH account or credit card on file for any Fees, Reimbursable Expenses, and/or other amounts owed by Client hereunder at any time on or after the applicable due date. If any such charge is rejected by Client's financial institution or otherwise not successfully processed, Client shall pay Stasmayer the full amount of such charge and provide Stasmayer with an updated ACH or credit authorization form (or rectify the issue that caused the charge to be rejected) within five (5) business days of the applicable due date in order to avoid late fees.

(b) Client agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month) measured from the invoice date, or the maximum rate permitted by Applicable Law, whichever is less, for all amounts, not paid when due. Furthermore, if Client fails to pay Stasmayer any Fees, Reimbursable Expense, or other amounts owed to Stasmayer hereunder when due, Stasmayer shall have the right to suspend the provision of the Work (including terminating applicable licensing of Third Party Products) under the Order until Stasmayer receives payment in full (including accrued interest). Client assumes all risk and/or hazards that may result from any such suspension of the Work.

(c) If any portion of the Work is cancelled and/or suspended for nonpayment, Client agrees to pay any reactivation fee and/or costs set forth on the face of the Order and any charges assessed or billed by a third party to reinstall and/or reactivate the Work.

## 6. Client Obligations, Representations, & Warranties.

(a) **Hardware.** Client shall purchase and maintain all proper warranties and support contracts for Client Hardware and all of Client's software, services, and systems (including line of business software, services, and systems such as EMR, MRP, ERP systems, etc.). Replacement of Client Hardware, including any applicable warranty claims, shall be the sole responsibility and expense of Client. Upon Stasmayer's request, Client shall provide Stasmayer with all information regarding third party support contracts and support procedures. Client agrees that it is solely responsible for any fees, charges or costs assessed by a third party in connection with or arising out of Client's retention of any component of a Third Party Product (including hard drives or other memory devices) and any third party fees for retention related services.

(b) **"Bring Your Own Device" Exclusion.** Notwithstanding anything to the contrary in the Order, Stasmayer specifically disclaims any and all liability damage, down-time, incompatibility, dysfunction, privacy issues, or network related issues arising out of the Work performed or installed on a device personally owned by any of Client's Personnel or any other person that is permitted to use such device to access any of Client's network(s). Stasmayer recommends that Client adopt a "Bring Your Own Device" Policy if Client intends to allow any person(s) to use their personal device(s) on Client's network(s), which policy should, at a minimum, inform the owner of the device that personal content could be shared, disclosed, lost or compromised in connection with or as a result of the Work. If such a policy is not in place, you may contact Stasmayer for a referral to a third party who can assist Client with developing such a policy. Notwithstanding anything to the contrary in the Order, Stasmayer reserves the right to refuse to perform and/or install the Work on any personally owned device if Client does not have such a policy in place.

(c) **Telecommunication Systems.** Unless explicitly provided for in the Order, Client's phone and other telecommunication systems/solutions shall not be covered by or included in the Work or otherwise serviced or maintained by Stasmayer.

(d) **Backup Solutions.** Except to the extent explicitly agreed upon in the Order, Stasmayer shall not be responsible for backing up any of Client's data or any services related thereto including performing tape rotation or offsite transit of tapes, and Stasmayer assumes that Client has a current, appropriate backup solution in place.

(e) **Client Licenses and Billings.** Client represents and warrants that it has purchased and will maintain required licenses for all users of software and hardware integrated into Client's network or information technology infrastructure system. Client further represents and warrants

that it has all rights, consents, permissions, authorizations, and licenses necessary to provide the information (including, where applicable, Confidential Information), disclosures, and access that Client provides or otherwise makes available to Stasmayer and its Personnel in connection with the Work (collectively, "**Client Materials**") including Client Materials relating to identified or identifiable individuals, and that the foregoing are not provided or made available in violation of any law, code, statute, policy, directive, order, ruling, agreement or regulation having applicability, jurisdiction or authority. Additionally, invoices and billings for any services or Third Party Products (including phone, cell phone, internet services, domain name registrations and renewals, and cloud services) that are delivered or billed directly to Client by any party other than Stasmayer are the sole responsibility of Client, and Client acknowledges and agrees that Stasmayer shall not be responsible or liable for any failure of the Work arising from Client's failure to pay for such matters.

(f) **Authorized Agreement.** Client represents and warrants that: (i) it has obtained all necessary approvals and consents to perform its obligations under the terms of the Order; and (ii) it is duly organized or incorporated, validly existing, and in good standing under the laws of its state of organization or incorporation and has full corporate power and authority to conduct its business as conducted on the date hereof.

(g) **Governmental and Regulatory Compliance.** Client assumes all responsibility for, and agrees to at all times comply with Applicable Law and any other standards, agreements, or requirements by which Client is bound including, without limitation, applicable Data Privacy and Security Laws and Standards. Client represents and warrants that it will not use, nor will its Personnel use, any Services, Third Party Products or Stasmayer Equipment in any manner that violates any Applicable Law or any other standard, agreement, or requirement by which Client is bound. Client acknowledges and agrees that Stasmayer assumes: (i) no ownership or control over Client's data; and (ii) no responsibility or obligation to inspect or verify that Client's data is lawful.

(h) **Client Users and Devices.** Client agrees to provide and keep updated a list of Client's active Personnel and any other persons that are permitted to use any of the Work within the online client support portal provided by Stasmayer. During the Term, Stasmayer shall provide Client with proper training materials that provide the protocol and processes to keep such list updated. Stasmayer may deny requests to utilize any or all of the Work that are received from a person not included on such list. If any of the Fees are based on the number of Client's devices, seats, authorized users, and/or Personnel ("**Users**"), Stasmayer reserves the right at its expense to audit Client's system and networks and usage of the Work at any Work Site (as defined below) during normal business hours to verify the accuracy of the Fees paid or payable by Client hereunder. If Stasmayer's audit reveals Client has more Users than Client has been invoiced for or purchased under the Order, Client shall immediately pay the applicable Fees for such additional Users and shall reimburse Stasmayer for the cost of the audit.

(i) **Access; Work Outside of Business Hours.** Client shall be responsible for obtaining and paying for any permissions required for Stasmayer to enter any Work Site. Prior to Stasmayer's provision of any of the Work at a Work Site, Client shall inspect such Work Site for hazardous conditions and remedy any such conditions discovered thereon. To the extent necessary for Stasmayer to provide the Work, Client shall provide Stasmayer with complete access, including remote access, to Client's server system and all network devices and systems, which shall include any necessary user names and passwords to Client's systems and resources. Stasmayer may utilize Client Hardware and may gain access to the Work Sites as needed to provide the Work. In the event of an emergency, Client agrees to allow physical access to the Client's server(s) and all other Client Hardware or other devices connected to Client's network system as soon as practical, even if after hours. Client releases and holds Stasmayer harmless from any and all liability resulting from



the lack of, or delayed, access, regardless of the reason or cause. Time is of the essence with respect to Client's obligation to provide access.

In the event that Client desires for Stasmayer to perform any Work outside the hours of 8:00 A.M. to 5:00 P.M. or on weekends or holidays, Client shall schedule such Work with Stasmayer in advance (not less than 48 business hours in advance), but Stasmayer shall not be required to accommodate any such request unless Stasmayer agrees to perform such Work at the time requested by Client. Requests made without such advance notice shall be fulfilled based on the next availability of the appropriate Stasmayer Personnel.

(j) **Acts Beyond Stasmayer's Control.** Client acknowledges and agrees that certain events and matters are outside of Stasmayer's control. Client releases and holds Stasmayer harmless for any and all Losses or disruption caused to Client, Client's business or real, tangible, and intangible property, third parties, any Work Site, or any hardware, equipment or services by reason of any power surges or outages, defective wiring or other building components within or about any Work Site, acts of God, weather, or any other matters beyond Stasmayer's direct control.

(k) **Client Representative.** The initial Client Representative is named on face of the Order. The Client Representative shall be Stasmayer's key contact person with respect to the Work, and Client acknowledges and agrees that: (i) the Client Representative shall have the authority to execute the Order, authorize additional expenses, execute amendments to the Order, and convey Client's company policies to Stasmayer in relation to the Work; and (ii) Stasmayer is entitled to rely on the authority of and representations made by the Client Representative. If Client desires to designate a different person as the "Client Representative," then Client shall do so by providing advance written notice to Stasmayer.

(l) **Legal Security Officer & No Legal Services Provided.** Notwithstanding anything to the contrary in the Order, neither Stasmayer nor any Stasmayer Personnel shall serve as (or be deemed to serve as) Client's legal security officer or as any similar officer, designee, or role that Client is required to fill, elect, designate, and/or appoint by Applicable Law or any other standard, agreement, or requirement by which Client is bound (the "**Client Legal Security Officer**" or "**Client LSO**"). As part of the Work, Stasmayer may make recommendations to the Client LSO, and the Client LSO and Client shall be solely responsible for evaluating any such recommendations and any and all actions or inactions taken by the Client and/or the Client LSO related to such recommendations. Notwithstanding anything to the contrary herein or in any Order, Client acknowledges and agrees that legal services are not provided by Stasmayer as part of the Work or otherwise. Client is expected to retain a lawyer with experience dealing with cyber related matters to advise Client in connection with responding to any cyber-security incident. If requested by Client, Stasmayer can communicate directly with Client's cyber lawyer to provide information related to the Work to Client's cyber lawyer in preparing a response to a cyber-security incident. Upon Client's request, Stasmayer can refer you to a cyber lawyer, but Stasmayer is not responsible for any services provided by such lawyer. If Client elects not to have its cyber lawyer communicate and/or work directly with Stasmayer, Client acknowledges that it may waive any rights of privilege to Stasmayer's work product and/or communications with Client that might otherwise exist if Stasmayer works directly with Client's lawyer.

(m) **Disposition of Hardware & Data Removal.** Client acknowledges and agrees that Stasmayer is not be responsible for, and that Client is solely responsible for, the removal, sanitization, and disposal of any Client Hardware (including obsolete, old or malfunctioning Client Hardware) and the deletion, removal or wiping of any data from any such Client Hardware. Client agrees that it shall perform its duties and obligations under this Section 6(m) in a manner that

complies with Applicable Law and any other agreements, standards, or requirements by which Client is bound.

(n) ***Disclosure of Data Privacy and Security Law Obligations.*** Prior to or simultaneously with the execution by Client of the Order, Client shall disclose to Stasmayer in writing: (i) any and all Data Privacy and Security Laws and Standards that Client is subject to or bound by as a result of the nature of Client's business or the type(s) of data or information stored, transmitted, received, maintained, or processed by Client or on Client's devices, information technology infrastructure, or network ("**Applicable Data Privacy and Security Laws and Standards**"); and (ii) the requirements imposed on Client or Client's Personnel, network, information technology infrastructure, or devices by Applicable Data Privacy and Security Laws Standard ("**Data Privacy and Security Requirements**"). During the Term, Client shall immediately notify Stasmayer in writing of: (i) any new Applicable Data Privacy and Security Laws and Standards; and (ii) any new Data Privacy and Security Requirements or changes to Data Privacy and Security Requirements previously disclosed by Client to Stasmayer. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that Stasmayer's provision of any Work after any such disclosure shall not be construed as a representation or warranty by Stasmayer that such Work complies with or will bring Client in compliance with Applicable Data Privacy and Security Laws and Standards and/or Data Privacy and Security Requirements so disclosed to Stasmayer by Client or any other Data Privacy and Security Laws and Standards. In response to any disclosure by Client pursuant to this Section 6(n), Stasmayer may recommend changes to Client's information technology infrastructure, procedures, standard practices, and/or information technology related documentation. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that Client shall be solely responsible for evaluating any such recommendations and any and all actions or inactions taken by Client related to such recommendations.

(o) ***Insurance.*** Client will maintain the types and amounts of liability insurance that are consistent with best practice in Client's industry and Applicable Law. Without limiting the foregoing, Client is responsible for securing and maintaining Cyber Liability insurance to mitigate any damages or losses that may result from infiltration of Client's network and/or cyber-security incidents including, without limitation, unauthorized access to or theft of data or information stored on Client's network or liability arising from introduction of a virus into Client's or any of customer's or client's or any third party's computers, networks, or other devices. In addition, so long as Stasmayer Equipment is in Client's possession, custody, or control, Client shall maintain special form property insurance against loss, theft or damage, in an amount not less than the new replacement value of such Stasmayer Equipment, and Client shall name Stasmayer as an additional insured/loss payee with respect to such insurance by policy endorsement. All insurance maintained by Client will be primary and non-contributory and name Stasmayer as an additional insured. Except where prohibited by law, Client will require its insurers to waive all rights of recovery or subrogation against Stasmayer and its officers, directors, shareholders, employees, and agents. The amount of insurance carried by Client will not be construed as a limitation on, satisfaction of, or otherwise impact Client's indemnification or contractual obligations. Upon Stasmayer's request, Client shall provide Stasmayer with a certificate of insurance as evidence of Client's compliance with this Section 6(o).

## 7. **Stasmayer Equipment.**

(a) Stasmayer Equipment shall remain the property of Stasmayer at all times. Stasmayer Equipment is provided by Stasmayer solely for Client's use in connection with the Work and Client shall not acquire title or any right of ownership in Stasmayer Equipment. Client warrants

that it will not grant any third party a security interest that encumbers or conflicts with Stasmayer's ownership of and/or any other third party's (including lenders) rights in Stasmayer Equipment.

(b) Client shall return Stasmayer Equipment to Stasmayer or, at Stasmayer's option, make the Stasmayer Equipment available for Stasmayer to retrieve: (i) immediately upon Stasmayer's request upon the termination or expiration of the Order; or (ii) within the time frame specified in any notification from Stasmayer to Client that the Stasmayer Equipment is no longer required in connection with the applicable Work.

(c) Client shall be responsible for any damage, other than ordinary wear and tear, to Stasmayer Equipment while in Client's possession, control, or custody or while in transit after leaving Client's possession (unless such transport is being provided by Stasmayer or its Personnel).

8. **Third Party Products.** Any Third Party Product provided by Stasmayer is provided on an "as-is" basis and under agreement between the applicable third party vendor, supplier, licensor, or manufacturer and Client (which may be a click wrap license agreement, online terms and conditions, online terms of services, shrink-wrap agreement, or a signed agreement between Client and such third party provider) (each, a "**Third Party Product Agreement**"). Client expressly authorizes Stasmayer and its Personnel to act on Client's behalf as Client's representative and execute, "click through," or otherwise accept any such Third Party Product Agreement in the course of providing the Work. Client acknowledges and agree that, by doing so, Stasmayer is not assuming any right, duty, or obligation on behalf of Client and that Stasmayer's or its Personnel's action will bind Client to the terms and conditions of such Third Party Product Agreement. Furthermore, Client hereby acknowledges and agrees that Third Party Products are not Services for purposes of the Order. Unless otherwise expressly set forth in an Order, Stasmayer shall not provide support or maintenance for any Third Party Product, even if third party-provided support and maintenance are resold by Stasmayer. Use of Third Party Products may be subject to additional fees and services. Stasmayer makes no guarantees that any Third Party Product will operate or perform in an error-free manner or without interruption, and Stasmayer expressly disclaims any warranties for and any liability arising from the use of, or inability to use, any Third Party Product.

Without limiting the foregoing, if Client is purchasing or licensing any of the Third Party Products identified on **Appendix A** hereto and incorporated herein by reference and/or any Third Party Products developed, licensed, manufactured, or distributed by any of the Third Party Product Providers identified on **Appendix A** in connection with the Order, Client acknowledges and agrees to be bound by and comply with any Third Party Product Agreement applicable to such Third Party Products and the terms and conditions referenced on **Appendix A** for such Third Party Products and/or Third Party Product Providers.

Notwithstanding anything herein to contrary, Third Party Product Agreements (or the terms and conditions referenced in **Appendix A**) shall not, in any event, be deemed to limit, modify, supersede, or replace the terms and conditions set forth herein, and Stasmayer shall not be responsible for any of the obligations of the applicable Third Party Product Provider under any Third Party Product Agreement or for ensuring that any Third Party Product Provider adheres to the terms and conditions of its respective Third Party Product Agreement(s).

Unless otherwise provided herein or in the Order, tangible Third Party Products (excluding, without limitation, computer software or software or service licenses) purchased by Client hereunder may be returned within fourteen (14) days after the date such Third Party Products were shipped from the applicable Third Party Product Provider to Client or Stasmayer, as the case may be; provided, however, all such returned Third Party Products must be undamaged, uninstalled, unused, and in their original undamaged packaging, as determined by Stasmayer in its sole discretion, and Stasmayer's acceptance of any such returns is expressly conditioned on Client paying Stasmayer a restocking equal to the twenty percent (20%)

of the Fees charged by Stasmayer for such returned Third Party Products and any and all transportation costs incurred by Stasmayer in returning such Third Party Products including the shipping and handling costs and restocking fees charged by the Third Party Product Provider. Notwithstanding the foregoing, any custom, made Without limiting the foregoing, any refund or credit that Client is entitled to pursuant to this paragraph in connection with the proper return of a tangible Third Party Product shall be given if and when Stasmayer receives a credit or refund from the applicable Third Party Product Provider. For the avoidance of doubt, opened computer software may not be returned without prior written Stasmayer's consent, which may be withheld in its sole discretion.

9. **Backup Services.** Notwithstanding anything to the contrary herein, the following terms and condition shall provide with respect to any data backup, monitoring, recovery, or similar services (including, without limitation, Third Party Products related thereto) (collectively, "**Backup Services**") provided by on or behalf of Stasmayer:

- (a) Except to the extent specifically set forth in an Order, Client acknowledges and agrees that all Backup Services are Third Party Products provided by Stasmayer on behalf of the applicable Third Party Product Provider. The Backup Services and Client's operation and use thereof shall be subject to the applicable Third Party Product Agreements for such Backup Services that are instituted from time to time by the applicable Third Party Product Provider including any applicable Third Party Product Agreements or other terms and conditions referenced on **Appendix A** hereto.
- (b) Client consents to the transmission of all data stored on Client Hardware or on any other server or system within Client's information technology infrastructure covered by Backup Services (collectively, "**Covered Data**") over the internet for storage at an off-site facility that is not owned or controlled by Stasmayer. Stasmayer does not guarantee that Covered Data will be protected at all times from all risk. Sensitive and proprietary data that Client desires not to have transmitted off-site should never be copied to or stored on any Client Hardware or on any other server or system within Client's information technology infrastructure covered by Backup Services. Notwithstanding any monitoring services provided as part of Backup Services, Client agrees to notify Stasmayer immediately of any suspected or confirmed loss, damage, theft, corruption, or compromise of Covered Data.
- (c) Client represents and warrants to Stasmayer that: (i) Client is the owner or an authorized user of all Covered Data; (ii) no Covered Data is or will be illicit, illegal, contraband, or in violation of Applicable Law. Client agrees that any confidentiality or non-disclosure agreement between Client and Stasmayer shall not apply to any unlawful Covered Data; and (iii) Client will not make any changes to or replacements of its services covered by Backup Services or the operating systems thereof without the express prior written consent, as any such change or replacement could cause the Backup Services to fail to properly perform.
- (d) In the event of a loss or otherwise compromise of Client's Covered Data, Stasmayer will endeavor to work with the applicable Third Party Product Provider for Backup Services to recover and restore the Covered Data. Client understands and agrees that technology is subject to failure, and in some cases some or all files may not be recoverable, despite Stasmayer's or the applicable Third Party Product Provider's reasonable efforts. The risk of loss or compromise of Covered Data increases, and recovery efficiencies decrease, as the amount of Covered Data

stored on Client Hardware or other servers or equipment covered by Backup Services increases. Client shall not exceed the manufacturer's recommended storage capacity of its server system, which could result in catastrophic data loss. Natural or man-made disasters, riots, utility outages, or other catastrophic or similar events may delay or prevent data recovery. Stasmayer cannot guarantee a particular time frame for restoration of any Covered Data. Client hereby authorizes Stasmayer to incur, at Client's expense, expedited shipping/courier costs to deliver any remotely stored Covered Data to Client's destination of choice to expedite any restoration of Covered Data if Client Hardware or any of Client's on-site servers and/or backup systems fail or are not available. Client shall reimburse such costs upon demand from Stasmayer.

- (e) To the maximum extent permitted by Applicable Law, Client hereby releases Stasmayer and the applicable Third Party Product Provider and the Third Party Product Provider(s) of any Third Party Products provided as part of the Backup Services from and against any and all claims of whatsoever source or kind arising from any loss, theft, disclosure, corruption, or compromise of Covered Data, except to the extent solely caused by Stasmayer's gross negligence or willful misconduct. In addition to Client's other indemnity obligations hereunder, Client shall indemnify, defend, and hold harmless Stasmayer and the Third Party Product Provider(s) of any Third Party Products provided as part of the Backup Services, their affiliates, and their respective officers, directors, members, managers, suppliers, and Personnel from and against any and all Losses arising out of, in connection with, or related to: (i) any delay in recover or in ability to recover or restore lost, stolen, damage, corrupted, or compromised Covered Data, except to the extent such loss, theft, damage, corruption or compromise is solely caused by Stasmayer's gross negligence or willful misconduct; and (ii) Client or its Personnel exceeding the recommended storage capacity of any Client Hardware or any of Client's on-site servers and/or backup systems covered by Backup Services.

#### 10. **Stasmayer IP and Proprietary Rights.**

(a) ***Stasmayer IP.*** Stasmayer shall have and retain sole and exclusive ownership of, including all right, title and interest in: (i) its Intellectual Property Rights in existence, in whole or in part, prior to the Effective Date; (ii) its Confidential Information arising on or after the Effective Date; and (iii) all Intellectual Property Rights arising before, on or after the Effective Date in or related to (1) any of the foregoing, including with regard to all Modifications thereto; and (2) except as otherwise set forth in Section 10(b) and 10(c) below, all other Intellectual Property Rights arising in or related to any item, content, invention, service, good, document, software, reports, source code, web portal, material, process, method, capability, policy, design, logo, mark or other thing (tangible or intangible) created, conceived, developed, modified, enhanced or proposed by, through or on behalf of Stasmayer, and including, but not limited to, any Modifications thereto, regardless of by whom proposed, developed or conceived (collectively, "**Stasmayer IP**"). Accordingly, Client, on behalf of itself and its affiliates and Personnel hereby disclaims and assigns to Stasmayer all Intellectual Property Rights arising in or related to any Stasmayer IP. Client shall execute and deliver all documentation requested by Stasmayer in order to effectuate the foregoing.

(b) ***Client License.*** Stasmayer grants Client a perpetual, personal, non-exclusive and limited license to use, reproduce, and modify any Deliverables prepared exclusively and uniquely by Stasmayer for Client solely for Client's own internal business purposes, without the right to distribute or disclose such Deliverables or the contents thereof to third-parties other than in strict

accordance with Section 16 below. Client shall not take or allow to be taken any action inconsistent with the rights reserved and limited licenses granted hereunder.

(c) **Client IP.** For the avoidance of doubt, Client retains sole and exclusive ownership of Client's Confidential Information and Client's pre-existing Intellectual Property Right. Client grants Stasmayer a personal, non-exclusive, and limited license to use, reproduce, and modify Client's Confidential Information and Client Materials as reasonably necessary for Stasmayer to fulfill Stasmayer's duties under the Order, without the right to distribute such Confidential Information to third parties other than in accordance with Section 16 below.

11. **Limitations of Technology.** Client acknowledges that technologies, systems, strategies, software, and devices are not universally compatible, and Stasmayer may not be able to provide the Work with respect to particular technologies, systems, strategies, software, and devices. Stasmayer shall not be held liable for any interruptions in the Work or Client's business operations due to limitations of incompatible technologies, systems, strategies, employees or vendors of Client.

12. **Stasmayer Limited Warranty; Disclaimer.** Stasmayer warrants that any Services performed by Stasmayer will be performed to the best of Stasmayer's ability and in accordance with reasonable and customary state of the art practices actually known by Stasmayer to be used in the information technology industry as of the Effective Date. This warranty shall not apply to any non-conformance of the Services caused by (i) Client's use of Legacy Equipment; (ii) Client's alteration of any portion of the Services or any changes to settings, connections, configurations, or Third Party Products by Client's Personnel or any third party; (iii) internet connections; (iv) the installation or connection of any Third Party Products on Client's network, devices, or information technology environment (unless provided and installed by Stasmayer); or (v) circumstances outside of Stasmayer's direct control.

**EXCEPT AS EXPRESSLY PROVIDED ABOVE IN THIS SECTION 12, STASMAYER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RESPECTING THE WORK PROVIDED AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. NO PERSON MAY MAKE A WARRANTY OF ANY KIND ON STASMAYER'S BEHALF AND CLIENT MAY NOT RELY ON ANY PERSON MAKING ANY SUCH STATEMENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ORDER, CLIENT'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY HEREUNDER ARE LIMITED TO REPAIR OR REPLACEMENT OF GOODS, CORRECTION OF SERVICES, OR CREDIT OR REFUND FOR THE FEES PAID, AT STASMAYER'S OPTION.**

13. **Indemnification.** Client shall indemnify, defend, and hold Stasmayer and its affiliates and its/their shareholders, suppliers, directors, suppliers, members, managers, and Personnel harmless from and against any and all Losses arising out of or relating to (i) Client's or its Personnel's negligence, willful misconduct, or violation of Applicable Law or any other standard, agreement, or requirement by which Client is bound (including the Order); (ii) Client's unauthorized use of any Third Party Products or Deliverables; (iii) any claim that Stasmayer's or its Personnel's use of any Client Hardware or Third Party Product provided to Stasmayer by Client actually or allegedly infringes or misappropriates any third party's Intellectual Property Rights; (iv) any claim that Stasmayer's access to or use of information or data in providing the Work infringes or violates any person's privacy rights under Applicable Law or any other standard, agreement, or requirement by which Client is bound; or (v) any other act or omission of Stasmayer or Stasmayer Personnel arising out of, in connection, or relating to the provision of the Work, but excluding any such Losses that are fully adjudicated as being caused solely by Stasmayer's gross negligence or willful misconduct.

14. **Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) STASMAYER AND ITS AFFILIATES AND ITS/THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, SUPPLIERS, MEMBERS, MANAGERS, AND PERSONNEL SHALL NOT BE LIABLE TO CLIENT OR ITS AFFILIATES OR ITS/THEIR RESPECTIVE EMPLOYEES, AGENTS, SHAREHOLDERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, INVITEES, GUESTS, CUSTOMERS, OR CLIENTS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THE ORDER OR ANY OF THE WORK OR DELIVERABLES, WHETHER, IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM DAMAGES TO REAL, TANGIBLE, OR INTANGIBLE PROPERTY, OR FOR LOSS OF PROFITS, REVENUES, USE, DATA, TIME, GOODWILL, PRIVACY, OR REPUTATION, OR FOR COSTS OF RECREATING SUBSTITUTES FOR LOST OR COMPROMISED DATA, EQUIPMENT, OR PROGRAMS, AND INCLUDING CONSEQUENTIAL DAMAGES CLAIMED AGAINST ANY SUCH PARTIES, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES ARE KNOWN; AND

(b) EXCEPT FOR LIABILITIES CAUSED BY STASMAYER'S (I) GROSS NEGLIGENCE; OR (II) WILLFUL MISCONDUCT, STASMAYER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE ORDER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO STASMAYER HEREUNDER FOR THE WORK GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE INITIAL ACT OR OMISSION GIVING RISE TO THE CLAIM AT ISSUE.

15. **Non-Solicitation.** Client acknowledges that Stasmayer's Personnel are valuable business assets, and Client agrees that during the Term and for a period of twenty four (24) months following the expiration or termination of the Term, it shall not, directly or indirectly, for itself or for any third party: (a) solicit, recruit, entice, or persuade any of Stasmayer's Personnel; or (b) employ or use as an independent contractor any individual who was employed or utilized as a contractor by Stasmayer at any time during the twenty four (24) months prior to such proposed employment or contracting. Recognizing that compensatory money damages resulting from a breach of this Section 15 would be difficult to prove, Client agrees that such breach will render it liable to Stasmayer for liquidated damages in the amount of three (3) times the most recent total annualized compensation paid to such individual by Stasmayer; provided, however, such remedy is not exclusive and shall not preclude Stasmayer from pursuing and obtaining injunctive relief.

16. **Confidentiality.** Neither Party shall disclose any Confidential Information obtained from the other Party unless: (i) so directed by a court of law or government authority; or (ii) consented in writing to by the disclosing Party in advance. Both Parties agree not to disclose to any person or entity the rate(s), term(s), or any other information regarding the Order and/or the Work without the prior written consent of the other Party. Notwithstanding anything to the contrary in this Section 16, Stasmayer may disclose Client's Confidential Information and Client Materials to those of its Personnel who are bound by confidentiality obligations the same as or similar to those set forth herein, but only where such Personnel have a right or need to know or have access to such Confidential Information or Client Materials in order for Stasmayer to exercise its rights or perform its duties under the Order.

17. **Miscellaneous.**

(a) ***Governing Law; Venue.*** The Order, and any claims, disputes or actions arising out of or relating to the Order and/or the Work, shall be governed and construed in accordance with the laws of the State of South Carolina, without giving effect to conflicts of laws principles. Any action or proceeding between the Parties relating to the Order and/or the Work shall take place in the state or federal courts located in Charleston County, South Carolina; both Parties hereby waive any objection to personal jurisdiction or venue in any forum located in that county.

(b) ***Dispute Resolution.*** In the event of any dispute between the Parties arising out of or in connection with the Order, the Parties shall attempt, promptly and in good faith, to resolve any such dispute. If the Parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either Party may submit such dispute to non-binding mediation in Charleston County, South Carolina. Each Party shall bear its own expenses in connection with the mediation and share equally the fees and expenses of the mediator. If the dispute cannot be resolved through mediation within a reasonable time, then the Parties shall be free to pursue any right or remedy available to them under Applicable Law. The requirements of this section shall not preclude a Party from pursuing equitable relief, if delay in seeking such relief may result in irreparable harm to such Party.

(c) ***Attorneys' Fees and Costs.*** Should either Party initiate any legal action to enforce the terms of the Order, regardless of the method or forum used, the non-prevailing party in such action shall fully reimburse the prevailing party for all reasonable attorneys' and experts' fees and courts costs incurred by the prevailing party in connection with such action.

(d) ***Right to Rely.*** In the performance of the Order and the provision of any of the Work, Stasmayer is entitled to rely on all information supplied to it by Client and any interpretation by Client or Client's Personnel of Applicable Law or any other agreement, standard, or requirement by which Client is bound that is relayed or provided to Stasmayer or its Personnel. Stasmayer has no obligation or responsibility to independently investigate, verify, or determine the accuracy of any such information or interpretation.

(e) ***No Assignment.*** Client has neither the power nor the right to assign the Order or any of Client's obligations hereunder without Stasmayer's prior written consent, which may be withheld in its sole discretion. Any attempted assignment in violation of this requirement shall be null and void, ab initio.

(f) ***Relationship.*** Stasmayer is an independent entity providing services to Client. The Order is not intended to create, and should not be construed as creating, an employment relationship, partnership, joint venture or agency relationship (except that Stasmayer shall have the authority to bind Client in connection with Stasmayer's provision of the Work to the extent, and only to the extent, provided in Section 8 of these Standard Terms and Conditions or on the face of the Order). Stasmayer shall retain its independent status and shall use its own discretion in providing the Work, subject to Client's general direction and to the specific terms and conditions of the Order. Each Party shall in all respects control the means and manner of its performance, and the performance of such Party's Personnel.

(g) ***No Third-Party Beneficiaries.*** Except as otherwise provided on the face of the Order with respect to the manufacturer, vendor, licensor, supplier, or other provider of a Third Party Product, there are no express or implied third-party beneficiaries to the Order.



(h) **Notices.** Any notice or communication from one Party to the other shall be in writing and either personally delivered, sent via email, or sent via nationally recognized overnight service, or certified mail, postage prepaid and return receipt requested: (i) if to Client, at the address set forth on the face of the order; or (ii) if to Stasmayer, at 2420 Mall Drive, Suite 201, North Charleston, SC 29406 or, if provided by email, to the email address of Client's primary Stasmayer contact with a copy to [legal@stasmayer.com](mailto:legal@stasmayer.com). Either Party may change its notice address to such other address as such Party may from time to time designate in a notice to the other Party. All notices shall be effective upon receipt.

(i) **Construction.** Unless the context otherwise specifically requires, in the interpretation of the Order, words importing the singular or plural number shall include the plural and singular number respectively, words denoting gender shall include all genders, and references to persons shall include corporations or other entities and vice versa, and the word "including" and its derivatives, (such as "include" and "includes") means "including, without limitation," whether or not capitalized and whether or not "without limitation" or words of similar meaning are included in other provisions of the Order. Captions and headings contained in the Order have been included for ease of reference and convenience and shall not be considered in interpreting or construing the Order. Should any provision of the Order require judicial interpretation, the Parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of the Order shall be more strictly construed against one Party than against another, because the Parties participated equally in preparing the Order. Unless the context otherwise specifically requires, all references to sections of the Order shall refer to all subsections thereof. The rights and remedies of Stasmayer under the Order are cumulative and are in addition to any other rights and remedies available at law, in equity, or otherwise.

(j) **Force Majeure.** STASMAYER'S TIMELY PROVISION OF THE WORK AND OBLIGATIONS UNDER THE ORDER ARE IN EVERY CASE SUBJECT TO AND EXCUSED IN THE EVENT OF ANY DELAY BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO, DELAYS RESULTING FROM WAR, RIOT, SABOTAGE, CIVIL COMMOTION OR DISTURBANCE; FIRE, EXPLOSION, ACCIDENT OR FLOOD; INABILITY TO OBTAIN MATERIALS; GOVERNMENTAL OR QUASI-GOVERNMENTAL LAW, REGULATION OR ORDER; ACTIONS OR INACTIONS OF CLIENT; OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF STASMAYER; AS WELL AS LABOR, PICKETING, TROUBLE, STRIKES, LOCK-OUT OR INJUNCTION, AND OTHER SUCH MATTERS EVEN IF WITHIN THE REASONABLE CONTROL OF STASMAYER. IN THE EVENT OF ANY SUCH DELAY, THE PERIOD OF TIME FOR PROVIDING THE WORK AFFECTED BY THE DELAY WILL BE EXTENDED BY THE AMOUNT OF THE DELAY. THE DELAY WILL NOT IN ANY WAY AFFECT THE VALIDITY OF THE ORDER OR THE OBLIGATIONS OF CLIENT HEREUNDER, NOR WILL STASMAYER BE LIABLE FOR ANY DAMAGES, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE DELAY.

(k) **Survival.** All terms and provisions of the Order, including any and all exhibits, addenda and amendments thereto, which by their nature are intended to survive any termination or expiration of the Order, shall so survive including Sections 3(e), 9, 10, 11, 12, 13, 14, 15, 16 and 17.

(l) **Waiver.** The waiver by Stasmayer of a breach or a default of any provision of this the Order by Client shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of Stasmayer to exercise or avail itself of any right, power or privilege that it has, or may have, operate as a waiver of any right, power or



privilege by Stasmayer. Stasmayer shall not be required to give Client notice prior to enforcing the terms of the Order.

(m) **Severability.** If any provision in the Order is invalid or unenforceable, that provision shall be construed, limited, modified, or severed to the minimum extent necessary to eliminate its invalidity or unenforceability, and the other provisions of the Order shall remain in full force and effect.

(n) **Counterparts.** The Order may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. An electronic signature to the Order shall be deemed as effective as an original manually executed signature to the Order.

**APPENDIX A**

To the extent that Client acquires, purchases, licenses, uses, or receives any of the Third Party Products set forth below and/or licensed, distributed, sold, or provided by a Third Party Product Provider set forth below, Client agrees to be bound by and that Client and its Personnel shall comply with any Third Party Product Agreement included with such Third Party Products or provided by such Third Party Product Providers and the applicable Third Party Product Provider's terms and conditions related to such Third Party Products available at the applicable website(s) set forth below (as such terms and conditions may be updated from time to time). By executing the Order, Client acknowledges and agrees that it has read, and is bound by, the website terms and conditions set forth below and any other terms and conditions reference therein, all of which are incorporated herein by reference, applicable to the Third Party Products that Client acquires, purchases, licenses, uses, or receives in connection with the Order, and, in addition to any liability that Client may have to Stasmayer hereunder Client acknowledges that such Third Party Product Provider may assert claims directly against Client for Client's breach of such Third Party Product Provider's Third Party Product Agreement(s) or other terms and conditions applicable to Client's ownership, license, or use of such Third Party Product Provider's Third Party Products. Client agrees to visit such website(s) on a regular basis so as to stay up to date on any changes to such website term and conditions.

- Microsoft Office365
  - <https://www.microsoft.com/en-us/servicesagreement>
  - <https://www.office.com>
- OneLogin
  - <https://www.onelogin.com/terms>
  - <https://www.onelogin.com/terms/resellers>
- Dropbox
  - <https://www.dropbox.com/privacy#terms>
- Clio
  - <https://www.clio.com/tos/>
- Box
  - <https://www.box.com/legal/termsofservice>
- QuickBooks
  - <https://quickbooks.intuit.com/global/terms-of-service/>
- Sophos Device Encryption
  - <https://www.sophos.com/en-us/legal.aspx>
- Pilixo Bodi
  - <https://www.pilixo.com/legal/>
- Exclaimer
  - <https://www.exclaimer.com/company/legal>
- Email Migration Tool
  - <https://www.skykick.com/customer-terms-conditions/>
- Google Apps for Business or G Suite
  - [https://gsuite.google.com/intl/en/terms/2013/1/premier\\_terms.html](https://gsuite.google.com/intl/en/terms/2013/1/premier_terms.html)

- Solarwinds Services including backup services
  - <https://www.solarwinds.com/legal/legal-documents>
- Green Cloud Solutions including backup services
  - <https://gogreencloud.com/policies/>
- TechHit including SimplyFile
  - <https://www.techhit.com/terms.html>
- Zola Suite
  - <https://zolasuite.com/terms-of-service/>
- Litera Workshare Compare
  - <https://www.litera.com/terms-and-conditions/>
- SentinelOne
  - <https://www.sentinelone.com/legal/>
- Connectwise/Continuum
  - [https://docs.connectwise.com/ConnectWise\\_Control\\_Documentation](https://docs.connectwise.com/ConnectWise_Control_Documentation)
- IT Glue
  - <https://www.itglue.com/terms/>
- Meraki (MDM)
  - [https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end\\_user\\_license\\_agreement.html](https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html)
  - <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>
- Addigy
  - <https://addigy.com/terms-and-conditions/>