

VOIP AND TELEPHONY SERVICES AGREEMENT

The VOIP and Telephony Services Agreement (VTSA) govern the purchase and use of the business communications services and related equipment provided by CoreSpace, Inc. ("CoreSpace") and is between CoreSpace and the "Client" identified in a signed Service Order Form.

The parties agree as follows:

1 - DEFINITIONS

"End-User" means Client and its personnel, contractors, employees, agents, and representatives that are an actual user of the VOIP Services.

"Vendor" means a third party that provides CoreSpace with certain rights to the VOIP Services identified in the applicable Vendor Agreement.

"Vendor Agreement" means an agreement that is identified by CoreSpace from time to time between a Vendor and CoreSpace governing CoreSpace's right to use, sublicense, lease, resell and/or distribute certain VOIP Services as defined in such agreement.

"EULA" means an End-User License Agreement between the Vendor and an End-User governing the End-User's use of the Software identified in such End-User License Agreement. By way of clarity, a Vendor Agreement and a EULA may be the same agreement.

"VOIP Services" means, but is not limited to the: (i) Software (including object code, source code, or Software provided as an online service), technical and operating documentation relating to the use and operation of such Software and services (including training, installation, service plans and support and maintenance) that accompany such Software, if any; and (ii) hardware, including phones, servers, cabling, computers, printers and any accompanying Software, if any, each of which as listed on the Service Order Form.

2 - SERVICE DESCRIPTION & GRANT OF RIGHTS

Grant of Rights

Subject to this VTSA and solely to the extent authorized under the applicable Vendor Agreement, CoreSpace hereby grants to Client the non-exclusive, non-transferable, non-sublicensable, revocable right to use the VOIP Services set forth in the Service Order Form. VOIP Services may only be used by End-Users solely for Client's internal business purposes. Such Service Order Form shall describe and further define the terms and relationship issues related to such categories of service. CoreSpace expressly reserves all rights not specifically granted herein. Without limiting the generality of the foregoing reservation of rights, as between the parties hereto, and subject to the terms and conditions in the applicable Vendor Agreements and/or EULA, CoreSpace shall solely and exclusively own all right, title and interest in and to the Services and any other intellectual property, including, but not limited to, discoveries, improvements, inventions, ideas, works of authorship (whether or not patentable or copyrightable), patents, copyrights, trademarks, trade names, logos, signage, trade secrets, secret processes, know-how, Software, computer programs or code, prototypes, Equipment, components, or drawings, that is developed and/or provided hereunder, whether or not for or to Client, and whether or not paid for by Client.

CoreSpace Equipment

To the extent Services provided hereunder include the provision of equipment, hardware, or other materials ("**Equipment**") to Client, Client agrees all Equipment provided by CoreSpace will remain the sole property of CoreSpace and CoreSpace is authorized to retain a security interest in such Equipment. Client agrees that the Equipment is to be maintained completely by CoreSpace. Client agrees to make all logical and earnest attempts to keep the Equipment safe, secure and protected while in its possession. Client will not attempt to sell, offer to sell, resale, tamper, troubleshoot, repair, move, add, modify, dispose of, or destroy any Equipment without written permission of CoreSpace. Any such offer to sell, sale, resale, tampering, troubleshooting, repair, moving, adding, modification, disposal, or destruction (or any attempt thereof) to the Equipment entitles CoreSpace to immediately terminate services.

Should services expire or terminate, Client agrees to immediately return all Equipment to CoreSpace within 15 days after such expiration or termination date. Upon Client's failure to do so, CoreSpace also has the right to enter Client's facilities where such Equipment is located and take possession of the Equipment and Client agrees to fully compensate CoreSpace for any expenses incurred during the recovery and repossession of such Equipment.

Service Downtime

Client acknowledges and agrees that Vendor's standard maintenance window for Services is Friday, Saturday and Sunday from 11:00pm to 5:00am Vendor's local time. Scheduled maintenance for the VOIP Services is performed during the maintenance window. Emergency maintenance is performed as needed without advance notice.

The parties agree that if either party, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party, after engaging in reasonable and good faith efforts to notify the other party of the need to block, may block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under these Terms of Service will be affected by any such blockage, except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which are blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage. CoreSpace is thus not responsible for damages incurred by Client or Client's End-Users due to service issues in this context.

Service Restrictions

The VOIP Services do not include support for the following:

- * Credit card machines are not supported
- * Alarm systems are not supported
- * Fax machines are best effort
- * Battery backups are the responsibility of the reseller to install and maintain
- * TDD machines are not supported

E911

911 ACKNOWLEDGEMENT AND WARNING LABELS. CLIENT ACKNOWLEDGES THAT EQUIPMENT AND VOIP SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN EACH APPLICABLE VENDOR'S TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION, IN THE CASE OF 2600HZ AS THE VENDOR, THOSE TERMS OF SERVICE LOCATED AT http://www.2600hz.com/legal/terms_of_service.txt. CLIENT AGREES TO CAREFULLY READ THESE TERMS OF SERVICE AND NOTIFY ANY POTENTIAL USER OF THE VOIP SERVICES, WHO MAY PLACE CALLS USING CLIENT'S VOIP SERVICES, OF THE 911 LIMITATIONS DESCRIBED THEREIN.

CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT CORESPACE AND VENDOR WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING VENDOR OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS TERMS OF SERVICE OR VENDOR'S TERMS OF SERVICE. CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORESPACE, VENDOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CLIENT IN CONNECTION WITH THE VOIP SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CLIENT OR ANY THIRD PARTY OR USER OF THE VOIP SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE VOIP SERVICES, INCLUDING THOSE RELATED TO 911 DIALING.

3 - CERTAIN OBLIGATIONS OF CLIENT REGARDING THE VOIP SERVICES

CoreSpace Policies

Client will require that all End-User(s) agree to follow CoreSpace policies and procedures as related to Equipment, processes, security and confidentiality.

Vendor Requirements

Client will require that all End-User(s) (and other recipients of any VOIP Services) comply with all applicable Vendor requirements, which may be updated from time to time, including, but not limited to, those contained in any Vendor Agreements and, in the case of 2600hz as the Vendor, those located at <http://www.2600hz.com/legal>.

4 - COVERAGE SERVICES

In addition to the VOIP Services, Client is entitled to the following services (the "**Coverage Services**" and collectively with the VOIP Services the "**Services**"): remote service desk for End-User support provided to the Client by CoreSpace through remote means between the hours of 7:00 A.M. CST to 7:00 P.M. CST, Monday through Friday (excluding public holidays), in which such service desk support is available via phone, email and support tickets. All Coverage Services requested outside of these days/times and/or remote means, as well as Services that fall outside this scope are subject to the provisions of Attachment A attached hereto and hereby incorporated into this VTSA.

5 - CLIENT SYSTEMS

Except as otherwise expressly agreed in this VTSA, Client shall, at all times during the Term, procure, set up, maintain, and operate in good repair, at its sole cost and expense, all Equipment, resources, technology, or systems, including computer hardware and Equipment, any Internet access, third party Software, and telecommunications services, necessary for Client and/or its End-Users to access and use the Services (collectively, the "**Client Systems**"). CoreSpace shall not be responsible or liable for any delay or failure of performance caused, in whole or in part, by Client's delay in performing, or failure to perform, any of its obligations under this VTSA.

Client agrees that CoreSpace may utilize certain items of the Client Systems and may gain access to Client facilities. As such, CoreSpace must have access to any and all passwords necessary to perform duties under this VTSA within the restraints and requirements of Federal and State laws. Facility access and any passwords may be denied for any reason at any time, however, if access to such facilities or passwords is denied, Client understands that CoreSpace may be unable to perform their duties adequately and if such a situation should exist, CoreSpace shall be released and held harmless by Client of any liability arising from such non-performance.

6 - TERM

Term

Unless the Service Order Form states otherwise, the Services are provided on a month-to-month basis. The term begins on the date CoreSpace first activates Services and follows calendar months thereafter. The duration of the term is calculated beginning on the first day of the first whole month of Services. Upon expiration of the Initial Term, Services shall automatically renew for an unlimited number of successive 12-month terms (each, a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”), unless (i) earlier terminated as permitted in this VTSA or (ii) either party provides the other with written notice of termination thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as the case may be. Written notice of non-renewal by Client is required through an email to billing@corespace.com or as otherwise permitted in the Section entitled “Notices”.

Termination

CoreSpace may, at its sole discretion, terminate this VTSA, in addition to any other applicable remedies, as follows: (i) CoreSpace may terminate this VTSA for convenience, with or without cause, upon thirty (30) days’ advance written notice; (ii) CoreSpace may terminate this VTSA, in whole or in part, immediately if the portion of its Vendor Agreement(s) applicable to the VOIP Services is terminated or expires pursuant to the terms thereof, or the Vendor otherwise requires CoreSpace to cease providing the VOIP Services to Client; or (iii) CoreSpace may terminate this VTSA immediately upon written notice if Client fails to pay any Service Fees or other amounts when due hereunder, and such failure continues more than ten (10) days after written notice thereof.

Either party may, in addition to any other applicable remedies, terminate this VTSA immediately upon written notice if the other party: (i) breaches any provision of this VTSA and the breaching party fails to cure such breach within thirty (30) calendar days after receipt of written notice of such breach.

Effect of Termination

Upon termination or expiration of the Term: (i) all rights, licenses, consents, permissions, and authorizations granted to Client hereunder will immediately terminate, and Client shall immediately cease all use of the Services; (ii) CoreSpace may disable all Client access to the Services; (iii) Client shall immediately deliver to CoreSpace or, at CoreSpace’s sole option, destroy all copies of all Confidential Information of CoreSpace and other documentation and materials in the possession of Client, and certify in a writing signed by Client that such delivery or destruction has been accomplished; (iv) CoreSpace shall delete all Client data from CoreSpace’s database, unless an applicable law requires CoreSpace to retain such data; (v) Client shall pay all unpaid fees and other amounts due to CoreSpace hereunder, which shall become immediately due and payable; and (vi) in the event Services are terminated by CoreSpace for Client’s breach of this agreement pursuant to the above provisions, Client shall pay to CoreSpace an amount equal to the payment for all the remaining monthly Service Fees through the end of the then-current Term (at the monthly rate in effect at the time of termination), which shall become immediately due and payable. No refunds of any kind will be made for any pre-paid Services. Any right or obligation of the parties in this VTSA that, by its nature, should survive termination or expiration of this VTSA (including, but not limited to, all payment obligations, which arose prior to the effective date of such expiration or termination) will survive any expiration or termination of this VTSA.

7 - FEES

Client shall pay to CoreSpace fees, in advance, in the amounts set forth on the Service Order Form for each corresponding VOIP Service and for Coverage Services during CoreSpace’s normal business hours (collectively, the “**Service Fees**”). CoreSpace will invoice Client the Service Fees and any other amounts due hereunder on a monthly basis, and such Service Fees will become due and payable on receipt. Client acknowledges that the Service Fees for the VOIP Services are predicated on the maximum quantities set forth in the Service Order Form and Client shall be subject to additional Service Fees for any VOIP Services requested in excess of such quantities. Client further acknowledges that the Service Fees for the Coverage Services outside of CoreSpace’s normal business hours or outside the scope of this VTSA are charged on a time and materials basis, in 30 minute increments, in accordance with the rates set forth on Attachment A.

All amounts payable to CoreSpace under this VTSA shall be paid by Client in full and, except as expressly allowed in this VTSA, without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

Client acknowledges and agrees that CoreSpace may suspend, without prejudice to CoreSpace’s other remedies, any Services if payment for the Service Fees is not received within 7 days following written notice thereof. In addition, a late fee of 10% of the total bill amount (or, if lower, the highest rate allowed under applicable law) will be incurred and will be added to all delinquent invoices. Client shall also reimburse CoreSpace for all costs incurred by CoreSpace in collecting any late payments or interest, including attorney’s fees, court costs, and collection agency fees.

8 - TAXES

Service Fees do not include any applicable state or federal sales, use, excise, personal property or other similar taxes. Client shall be solely responsible and pay any such taxes, unless Client provides a valid exemption certificate and other reasonably requested documentation to CoreSpace prior to such taxes being incurred. CoreSpace will strive to add any such applicable taxes to each invoice.

9 - NON-INTERFERENCE WITH EMPLOYMENT RELATIONSHIPS

Both the Client and CoreSpace acknowledge the value of the employment relationships between the other party and its employees and contractors. Each of the parties acknowledges that the other party's employees and contractors who perform services of a special and unique nature and has expended, will continue to expend, substantial time, effort and money to recruit, train and keep its employees and contractors, the loss of whom would cause substantial and irreparable injury and loss of profits and good will for which there is no adequate remedy at law. To preserve the integrity of the employment relationship between each party and its respective employees and contractors, each party agrees that neither it, nor its affiliates will directly or indirectly interfere in any way with the employment relationships of the other party during the length of any engagement between the parties and for a period of one (1) year thereafter. Without limitation, each party agrees that, during the applicable period, neither it, nor its affiliates will without the written consent of the other party, (1) employ or consider for employment any employee or contractor of the other party or of the other party's affiliates, or (2), directly or indirectly, recruit, solicit, make employment inquiries regarding or discussing prospective employment with, any employee or contractor of the other party or of the other party's affiliates. The covenants contained in this section shall survive the termination of Services by either party. A breach of any of the other provisions of this VTSA shall not constitute a defense of this Section.

10 - CONFIDENTIALITY

Definition of Confidential Information

The term "**Confidential Information**" shall mean data or information in any form or medium (whether oral, written, machine-readable, web-accessible, electronic, or otherwise) relating to Client's business activities and the results of Services performed by CoreSpace pursuant to this VTSA and that is disclosed by one party (as the "**Disclosing Party**") to the other party (as the "**Receiving Party**"), in each case whether or not marked as "confidential" or "proprietary", pursuant to this VTSA, except such data or information which the Receiving Party can demonstrate by written or other documentary records (i) was previously known to the Receiving Party before being disclosed hereunder, (ii) is generally available to the public through no fault of the Disclosing Party, or (iii) is subsequently disclosed to the Receiving Party by a third party who is not under any obligations of confidentiality to the Disclosing Party.

Standard of Care

As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this VTSA; (ii) not disclose or permit access to Confidential Information other than to its personnel, contractors, or agents who: (x) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this VTSA; (y) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (z) are bound by confidentiality and restricted use obligations no less protective of the Confidential Information as the terms set forth in this Section; (iii) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and (iv) be responsible and liable for any of its personnel's, contractors', or agents' non-compliance with the terms of this Section.

The Receiving Party further agrees that upon expiration or termination of this VTSA, it will return all Confidential Information of the Disclosing Party (including any copies thereof) to the Disclosing Party.

Compelled Disclosures

If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or elect to permit such disclosure; and (ii) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party elects to permit such disclosure or, after providing the notice and assistance required, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

11 – GENERAL PROVISIONS:

Additional Terms and Conditions

Client acknowledges and agrees that this VTSA is governed by and hereby incorporates the provisions of the other Master Service Agreement documents, which may be updated from time to time by CoreSpace in its sole discretion, located at <https://corespace.com/legal/>, including the provisions included in:

- the “**Terms of Service**” located at https://corespace.com/wp-content/uploads/2014/01/CoreSpace_VTSA.pdf
- the “**Service Level Agreement**” located at https://corespace.com/wp-content/uploads/2014/01/CoreSpace_SLA.pdf
- the “**Acceptable Use Policy**” located at https://corespace.com/wp-content/uploads/2014/01/CoreSpace_AUP.pdf
- the “**Data Center Policies and Procedures**” located at <https://corespace.com/wp-content/uploads/2016/09/CoreSpace-Data-Center-Policies-and-Procedures.pdf>
- the “**Privacy Policy**” located at https://corespace.com/wp-content/uploads/2014/01/CoreSpace_Privacy_Policy.pdf

To the extent the terms and conditions of this VTSA vary from the terms and conditions contained in the Master Service Agreement, such terms and conditions in this VTSA take precedence over any inconsistent term of the Master Services Agreement, but only with reference to the transaction governed by this VTSA and such terms and conditions in this VTSA shall have no other force or effect.

Warranty Disclaimers

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS VTSA, THE SERVICES ARE PROVIDED SOLELY “AS IS”, “AS AVAILABLE”, AND WITH ALL FAULTS. CORESPACE DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AND CORESPACE SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ANY USE OF THE SERVICES IS AT CLIENT’S OWN RISK.

Indemnification

Client shall defend, indemnify and hold harmless CoreSpace, its affiliates, and Vendor, as well as each of its and their respective officers, directors, employees, agents, distributors, customers, successors, and assigns (each, an “**Indemnitee**”) from and against any liability, claim, demand, suit, or cause of action, regardless of whether meritorious, settlement, payment, loss, disbursement, cost and expense, interest, award, judgment, damages (including punitive damages), lien, fine, fee, penalty, and any litigation expenses (collectively, “**Loss**”) incurred by any Indemnitee in connection with any claim, dispute, or cause of action by a third party arising from, in connection with, or resulting from: (i) Client’s access and use of the Services other than as expressly permitted in this VTSA or under a Vendor Agreement; (ii) the Client Systems or Client’s obligations to any third party provider of the Client Systems; (iii) any other materials or information (including any documents, data, specifications, Software, content or technology) provided by or on behalf of Client or any Authorized User, including Provider’s compliance with any specifications or directions provided by or on behalf of Client; (iv) Client’s breach of this VTSA or any Vendor Agreement; (v) any labor or employment matters related, directly or indirectly, to Client’s employees, contractors, agents, and representatives; and (vi) acts or omissions by Client, an End-User, or any third party acting on Client’s behalf with respect to this Agreement. Client’s duty to defend, indemnify, and hold harmless against Loss extends to Loss that may be caused or alleged to be caused in part by the negligence of CoreSpace and other persons indemnified under this VTSA, to the fullest extent that such indemnification is permitted by applicable law.

Limitation of Liability

IN NO EVENT SHALL CORESPACE BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, LOST DATA, COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS VTSA, IN NO EVENT SHALL THE COLLECTIVE AGGREGATE LIABILITY OF CORESPACE, ITS AFFILIATES, AND THEIR RESPECTIVE LICENSORS, VENDORS, SERVICE PROVIDERS, SUBCONTRACTORS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS VTSA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CLIENT TO CORESPACE IN THE TWELVE (12)

MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM(S) OR CAUSE(S) OF ACTION. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Third Party Assignment and Subcontracting

Client agrees to allow CoreSpace to subcontract any services to a third party contractor approved by CoreSpace. By way of clarity, Client acknowledges and agrees that CoreSpace is a reseller of the VOIP Services, which are provided solely by the applicable Vendor(s) pursuant to a Vendor Agreement(s).

CoreSpace may also transfer or assign this VTSA, and/or CoreSpace's rights and obligations hereunder, to any successor to CoreSpace by purchase (which includes without limitation, the transfer of all or substantially all of the membership interests or assets of CoreSpace), merger, consolidation, acquisition, or reorganization, nor will consent from Client be required in such an event. Client may not assign, delegate, or transfer this VTSA, in whole or in part, except that Client is not prohibited from assigning this VTSA and obligations hereunder to any successor to Client by purchase (which includes without limitation, the transfer of all or substantially all of the membership interests or assets of Client), merger, consolidation, acquisition, or reorganization, provided, however, Client must notify CoreSpace a minimum of 45 days in advance of any assignment becoming effective. CoreSpace may terminate this VTSA, at its business discretion, by giving a minimum of 30 days' notice no later than 90 days after receiving such assignment notice from the Client. Any purported assignment, delegation or transfer in violation of this Section is void. This VTSA is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

Insurance

Client understands and agrees that it will have sufficient insurance to meet its contractual obligations and any other liabilities pursuant to this VTSA. Without limiting the generality of the foregoing, Client agrees to keep commercially reasonable insurance on CoreSpace's supplied Equipment while in its possession. Client's insurance policies will include a waiver of subrogation, will be primary to any which may be otherwise available to, and will be endorsed to specifically name CoreSpace, its affiliates and their respective officers, directors, owners, shareholders, employees, agents, successors and assigns (as their interests may appear) as additional insureds under such insurance. Upon request, Client will provide a Certificate of Insurance, certifying whether the Client's insurance coverage complies with the terms of this VTSA, identifying the insurer for each policy, and specifying the coverages and deductibles for each policy.

Compliance with Laws

Client agrees to comply with all federal, state and local rules, regulations and laws to which it is subject.

Governing Law; Venue; Fees

This VTSA shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. In the event of a dispute hereunder which is not resolved by the parties after good faith negotiations, either party may institute proceedings in accordance with the Arbitration provisions of the Terms of Service. The prevailing party shall be entitled to recover attorneys' fees, in addition to any relief awarded by a court of competent jurisdiction.

Independent Contractors

The parties acknowledge and agree that the relationship created hereby is one of independent contractors, and that nothing set forth herein, or in the course of dealing between the parties, shall be deemed to create a partnership, joint venture, franchise or franchisee arrangement, employment relationship, or any other relationship. Neither party shall have the right or power to bind and/or obligate the other, except as expressly set forth herein.

Force Majeure

Except for Client's obligation to make payments hereunder, neither party shall be liable to the other party in any way for any failure or delay in the performance of its obligations under this VTSA due to any cause beyond such party's reasonable control, including acts of God, explosions, failure of utilities (including Internet), mechanical breakdowns, or other such occurrence (each, a "**Force Majeure Event**"); provided, however, that the party affected by the Force Majeure Event shall provide the other party with notice of the Force Majeure Event and use commercially reasonable efforts to minimize the effect of the Force Majeure Event upon such party's performance.

Interpretation

For purposes of this VTSA, (a) headings contained in this VTSA are for reference purposes only and are not to affect the meaning or interpretation of this VTSA, (b) the words "include", "includes" and "including" and any other forms of "include" are deemed to be followed by the words "without limitation"; (c) the word "or" is not exclusive; and (d) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this VTSA as a whole; (e) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; (f) words denoting any gender include all genders; and (g) a derivative of a defined term shall have the meaning appropriate to the context of its use. References to content posted on any website referred to in this VTSA shall mean such content as it may be revised from time-to-time. Whenever this VTSA refers to a consent or approval to be given by either party, such consent or approval is effective only if given in writing and signed by the party giving approval or consent. This VTSA shall be construed without regard to any presumption or rule requiring

construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules, exhibits, attachments, appendices, and other documents referred to herein shall be construed with, and as an integral part of, this VTSA to the same extent as if they were set forth verbatim herein.

Public Announcements

Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this VTSA or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party, which consent may be withheld in the withholding party's discretion; provided, however, that CoreSpace may, without Client's consent, include Client's name and/or other indicia in its lists of its current or former clients of CoreSpace on CoreSpace's website(s) or other electronic content or in promotional and marketing materials.

Third Party Beneficiary

Except for the Vendor and any other owner(s) of any third party Software or Equipment that is included in the Services, each of which is an intended third party beneficiary of this VTSA, this VTSA is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon and other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this VTSA.

Right to Preliminary and Injunctive Relief

Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations hereunder involving intellectual property rights, Confidential Information, compliance with laws, or by the parties exceeding the scope of the authorization to use the Services, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Cumulative Remedies

The rights and remedies of the parties set forth in this VTSA are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise, except in those cases where this VTSA specifies that a particular remedy is sole or exclusive, but neither party may retain the benefit of inconsistent remedies. No single or partial exercise of a right or remedy with respect to one breach of this VTSA precludes the simultaneous or subsequent exercise of any other right or remedy with respect to the same or a different breach.

Entire Agreement

This VTSA, including all appendices, exhibits, schedules, attachments, and documents incorporated by reference, sets forth the entire, final, complete, and exclusive expression of the parties' agreement on the matters contained in this VTSA. All prior written and oral negotiations and agreements, and all contemporaneous oral negotiations and agreements, between the parties on the matters contained in this VTSA are expressly merged into and superseded by this VTSA. The parties do not intend that the provisions of this VTSA be explained, supplemented, or qualified through evidence of trade usage or any prior course of dealings or any course of performance under any prior agreement. In entering into this VTSA, neither party has relied upon any statement, representation, warranty, action, or agreement of the other party, except for those expressly contained in this VTSA. There are no conditions precedent to the effectiveness of this VTSA other than any expressly stated in this VTSA. If any provision of this VTSA is held invalid or unenforceable in any jurisdiction, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and such invalidity or unenforceability shall not affect any other term or provision of this VTSA or invalidate or render unenforceable such term or provision in any other jurisdiction. In the event of any conflict between any provision of this VTSA and any applicable law, the provision or provisions of this VTSA affected shall be modified to remove such conflict and permit compliance with such Law, and as so modified this VTSA shall continue in full force and effect, and such illegality shall not affect any other term or provision of this VTSA.

Amendment and Modification; Waiver

No amendment to or modification of this VTSA is effective unless it is in writing, identified as an amendment to this VTSA, and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this VTSA, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this VTSA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.



Notices

Each party giving or making any notice, consent, request, demand, certificate, or other communication pursuant to this VTSA (each, a **"notice"**) shall provide the notice in writing and delivered: (i) personally; (ii) by a nationally recognized overnight courier; (iii) by pre-paid, first class, certified or registered mail, return receipt requested; or (iv) email, and address such notice to the intended recipient thereof (the **"Addressee"**) at the receiving party at its address listed below. A notice is effective only if the party giving notice has complied with the foregoing requirements of this Section and the Addressee has received the notice. A notice is deemed to have been received as follows: (i) if a notice is furnished by hand or by email, on the date of delivery or transmission if delivered/sent during the Addressee's normal business hours on a business day (otherwise on the next business day); or (ii) if a notice is sent by a nationally recognized overnight courier or by pre-paid, first class, certified or registered mail, return receipt requested certified mail, then upon the date of delivery as indicated by the receipt or other tracking record. A party may change the address to which a notice shall be delivered or mailed by giving written notice thereof to the other party in accordance with this Section. All notices shall be sent to:

For CoreSpace:

CoreSpace, Inc.
Attention: Legal Department
7505 John W. Carpenter Fwy.
Dallas, TX 75247
legal@corespace.com

ATTACHMENT A
TERMS OF COMPENSATION

A. **STANDARD SERVICES COMPENSATION:** The Client shall pay CoreSpace the Fees set forth in each Services Order Form accepted by CoreSpace in accordance with the pricing set forth below:

1. For specific, service rates, the Fees will be negotiated in good faith and agreed upon by the Parties, on a case-by-case basis, in the applicable Services Order Form.
2. For professional sub-consultants retained by CoreSpace performing services related to this Agreement, ten percent (10%) of the amount billed to or incurred by CoreSpace for such services. All such consultants shall be approved in advance by Client.
3. For all Services not specifically provided on a fixed-price basis, the Fees shall be calculated on a time and materials basis in accordance with the hourly rates below for the applicable resource. Any Reimbursable expenses, including travel, will apply. Hours will be billed in 30 minute increments. Depending on the scope of the IT Project, a deposit could be required prior to the commencement of Services.

| Title | Rate for Standard Business Hours ¹ | Rate for any Hours beyond Standard Business Hours |
|--------------------|---|---|
| Support Technician | \$150/Hr. | \$185/Hr. |
| Technical Engineer | \$150/Hr. | \$200/Hr. |

1 - Standard Business Hours are Monday through Friday, from 7:00 A.M. to 7:00 P.M. CST, not including nationally recognized holidays.

B. **ADDITIONAL SERVICES:** Should events occur, beyond the control of CoreSpace, that cause an increase in the time required or the cost to complete the Services, or should the Client request CoreSpace to perform additional Services beyond what was included in the Service Order Form ("**Additional Services**"), CoreSpace shall be entitled to receive "**Additional Services Compensation**" (which shall be deemed to be included in the definition of Fees). The amount of Additional Services Compensation to be paid to CoreSpace shall be set forth in a written amendment to the Service Order Form and executed by the Client and CoreSpace. In the event no agreement is reached as to the amount of Additional Services Compensation to be paid to CoreSpace, the Client may issue a written order to CoreSpace to proceed with or to resume the work and CoreSpace may proceed or resume the performance of the Services and/or the Additional Services, and such Additional Services Compensation shall be determined on a time and materials basis in accordance with the hourly rates above for the applicable resource.