Master Service Agreement

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Taylor'd Computer Networks, LLC

This Master Service Agreement (hereinafter referred to as "MSA" or "Agreement") is between Taylor'd Computer Networks, LLC, a Texas limited liability company, including when doing business under any of its assumed names ("Consultant"), of 28 Medical Drive, Amarillo, Texas 79106, and the customer identified in a Service Order that references this Agreement ("Company") (collectively referred to as the "Parties," "Both Parties," or "Each Party"). This Agreement becomes binding on Company, and its effective date (the "Effective Date") is, the earliest date on which Company (a) signs or electronically accepts a Service Order that references this Agreement, or (b) accepts this Agreement through Consultant's client portal or by other electronic means. The version of this Agreement that applies to Company is the version identified in Company's Service Order or acceptance, as updated under Section 10.14.

RECITALS

WHEREAS Consultant is in the business of protecting systems, networks, and programs from digital attacks. Taylor'd Computer Networks does this with software tools and proactive information technology practices, which may include but are not limited to, backing up critical data, installing antivirus, documenting critical passwords or information, running cyber security risk assessments, assessment review and analysis, risk prioritization, remediation planning, remediation implementation, continuous monitoring, policy and procedure updates, training and awareness programs, confidentiality and data protection, and consulting;

WHEREAS, Company desires to have Consultant provide services, which may include but are not limited to, backing up critical data, installing antivirus, documenting critical passwords or information, running cyber security risk assessments, assessment review and analysis, risk prioritization, remediation planning, remediation implementation, continuous monitoring, policy and procedure updates, training and awareness programs, confidentiality and data protection, and consulting services ("Services") as purchased by Company from time to time by way of a service schedule ("Service Schedule"), service agreement, pricing appendix, purchase or service order, or other approved method of purchasing products or services

from Consultant (“Service Order”), in exchange for the Compensation specified in this Agreement or any applicable Service Schedule, Service Order or Invoice prepared by Consultant; and

WHEREAS Consultant is willing and qualified to provide such Services to Company as defined in this Agreement.

NOW, THEREFORE, Company agrees to hire Consultant and the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1 – GENERAL

1.1 Term and Termination. This Agreement begins on the Effective Date and remains in effect until every Service Order under it has expired or been terminated, unless terminated earlier as provided in Article 9. Each Service Order has its own term as provided in Section 2.3.

1.2 Independent Contractor Status. Notwithstanding any provision hereof, it is understood by both Parties that in providing the Services, Consultant is serving as an independent contractor, and is neither an employee nor a partner, joint ventures or agent of the Company. Neither party shall bind or attempt to bind the other to any contract, and any such contracts entered in violation of this provision shall be void and unenforceable. Company will not provide fringe benefits of any kind to Consultant or its members, employees, agents and other affiliates, including health insurance, retirement, paid vacation, or any other employee benefits. As an independent contractor, Consultant is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any kind, including but not limited to workers’ compensation insurance.

As an Independent Contractor, unless this Agreement or an applicable Service Schedule or Service Order specifically states otherwise, the manner in which the Services are to be performed, including but not limited to the scheduling of individual tasks and the specific hours to be worked by Consultant or its employees, contractors and affiliates, shall be determined by Consultant.

It is further understood that as an independent contractor, Consultant may have other clients and may provide any services to any third party during the term of this Agreement.

ARTICLE 2 – SERVICES AND SERVICE ORDERS

2.1 Scope of Services. Beginning on the Effective Date, Consultant agrees to undertake and provide the Services described in each Service Order accepted by Consultant, which may use the format shown in Appendix 1 (hereinafter collectively referred to as the "Services").

2.2 Service Orders. Orders for specific services shall be placed by filing a Service Order. A Service Order may be a signed order form, an accepted quote or proposal, or an order placed through Consultant's client portal. When placing an order for a specific service, Company acknowledges that it is solely responsible for the accuracy of all information provided to Consultant. Each Service Order shall be subject to and shall incorporate by reference the provisions of this Agreement and shall clearly set forth the type of Services to be provided; the term; pricing; location(s); any monthly recurring charges ("MRC"); non-recurring charges ("NRC"); additional software, equipment and other costs or expenses payable by the Company; and any additional specific terms applicable to the performance of the Services. All Service Orders shall be subject to availability and acceptance by Consultant. A Service Order will be deemed accepted by Consultant once the Service has been scheduled with or delivered to Company.

2.3 Service Order Term. The term of each Service Order will commence on the service activation date for each new service, as specified by Consultant when accepting the Service Order ("Service Activation Date"), and shall continue for the period of time specified in that Service Order or until the Service Order has been renewed or terminated as specified herein. If the Service Order is for an ongoing or recurring Service and, upon expiry of the initial term the Service Order has not been renewed, the Service Order shall automatically renew for three (3) year periods (collectively, the "Service Term") unless either Party gives the other Party written notice of non-renewal at least sixty (60) days before the end of the then-current Service Term. Company shall continue to be responsible for payment to Consultant for the Services to be terminated through the end of the notice period. Rate changes are governed by Section 3.5.

2.4 Service Termination. Unless otherwise specified in the Service Order, if the Company terminates a Service Order without good

cause, or if Consultant terminates a Service Order or Service with cause after the Service Activation Date but prior to the expiration of the Service Term, the Company shall pay Consultant an amount equal to seventy-five percent (75%) of the MRC for the Service(s), as shown on Company's most recent monthly invoice, for each month remaining in the Service Term, plus any additional NRC or other Charges incurred by Consultant pursuant to the Service Order including any and all software, equipment, subscription, installation and special construction costs, and any and all other costs and fees incurred by Consultant in connection with providing the Service. Company acknowledges that Consultant's actual damages from an early termination are difficult to estimate, and that this amount is a reasonable estimate of those damages and not a penalty.

Company acknowledges that the actual damages likely to result from an early termination are difficult to estimate on the Effective Date. Therefore, if Company cancels a Service or Service Order before the Service Activation Date, it will pay a cancellation fee equal to the aggregate of one month of MRC, any installation costs, special construction costs, and any and all other costs and fees incurred by Consultant, whether previously waived or not, and any third party charges incurred by Consultant with respect to such canceled Service.

2.5 Assignment and Outside Contractors. Consultant may engage such persons, corporations or other entities as it reasonably deems necessary for the purpose of performing Services under this Agreement; provided, however, that Consultant shall remain responsible for the performance of all such Services and shall be considered to engage with any third-party persons, corporations or other entities on its own behalf.

2.6. Exclusions. While Consultant will use commercially reasonable efforts to provide support and troubleshoot issues as requested, this agreement only applies to the systems and services listed in the applicable Service Orders. In addition, this Agreement does not cover a) issues caused by using equipment, software or service(s) in a way that is not recommended; b) issues resulting from unauthorized changes made by Company to the configuration or setup of equipment, software or Services; c) issues caused by Company's actions that have prevented or hindered Consultant in performing required and recommended maintenance upgrades; d) issues resulting from work performed by Company or any of its contractors other than Consultant on the systems, software and equipment that falls under this Agreement; or e) issues resulting from Company's decision described in Section 2.8.

2.7 Company Responsibilities. Company will use the Remote Monitoring and Management (RMM) tool, IT Professional Services Automation (PSA) software, Customer Relationship Management (CRM) software, data backup software, documentation software, anti-virus (AV) software, cloud software, phone software, network infrastructure equipment (firewalls, switches, computers, wi-fi access points, printers, scanners, Voice over Internet Protocol [VoIP] phones,) covered under this Agreement or any Service Schedule or Service Orders as intended. Additionally, Company will a) notify Consultant of any issues or problems with said Remote Monitoring and Management (RMM) tool, IT Professional Services Automation (PSA) software, Customer Relationship Management (CRM) software, data backup software, documentation software, anti-virus (AV) software, cloud software, phone software, network infrastructure equipment (firewalls, switches, computers, wi-fi access points, printers, scanners, Voice over Internet Protocol [VoIP] phones,) in a timely manner; b) provide Consultant with access to the Remote Monitoring and Management (RMM) tool, IT Professional Services Automation (PSA) software, Customer Relationship Management (CRM) software, data backup software, documentation software, anti-virus (AV) software, cloud software, phone software, network infrastructure equipment (firewalls, switches, computers, wi-fi access points, printers, scanners, Voice over Internet Protocol [VoIP] phones,) for the purposes of maintenance, updates and fault prevention; c) keep Consultant informed about potential changes to its IT system; and d) maintain good communication with Consultant at all times.

2.8 Declined Recommendations. If Consultant recommends a security measure or other change to Company in writing (including by email or support ticket), and Company declines, delays, or fails to implement it, or directs Consultant to configure a system in a way that is contrary to the recommendation, Consultant is not responsible for any security incident, data loss, breach, penalty, or claim to the extent it results from that decision. Examples include multi-factor authentication, encryption, endpoint protection, patching, backup scope and retention, and the replacement of unsupported systems.

2.9 Plan Descriptions and Pricing. Plan names, descriptions, and prices on Consultant’s website, in proposals, and in other marketing materials are general summaries and guidelines only. They are not offers, warranties, or commitments. Consultant evaluates each Company’s environment before quoting, and the Services, limits, and pricing that apply to Company are only those stated in the applicable Service Order, including any plan guide attached to it. Use of Services

beyond the limits stated in a Service Order may be billed at Consultant's then-current rates.

ARTICLE 3 – BILLING AND PAYMENTS

3.1 Charges and Billing. Company shall pay all monthly recurring charges ("MRC") in advance and all other Charges monthly in arrears. All Charges shall be payable in U.S. Dollars, no later than thirty (30) days from the invoice date ("Due Date") and shall be exclusive of any applicable taxes.

"Charges" means the fees, rates and charges for the Services, as specified in the applicable Service Order or as otherwise invoiced by Consultant pursuant to the Agreement. Unless otherwise agreed to by the Parties in writing, Charges for each Service Order shall begin to accrue on the date the Service is provisioned by Consultant. Charges for the Services are subject to change at any time if third party charges in connection with a Service are increased or newly charged to Consultant.

3.2 Late Payments. If Company does not pay any undisputed amount by the Due Date, the unpaid amount shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from the Due Date until paid. If Consultant uses a collection agency or attorney to collect a late payment or returned payment, Company agrees to pay all reasonable costs of collection or other action. These remedies are in addition to and not in limitation of any other rights and remedies available to Consultant under the Agreement, at law or in equity. In no event will Company be required to pay interest or other charges in excess of the maximum amount permitted by applicable law, and any excess will be credited against amounts owed or refunded.

3.3 Taxes and Other Fees. All Charges for the Services are exclusive of any taxes and other fees and surcharges. Company shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes").

3.4 Invoice Disputes. To the extent that Company disputes any portion of an invoice in good faith, it shall notify Consultant in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Company's right to any billing adjustment shall be waived. In the event of a billing dispute, Company shall timely pay all undisputed amounts. If the dispute is resolved against Company, Company shall pay such amounts due plus interest at the rate set forth in Section 3.2 from the original Due Date.

Company may not offset disputed amounts from one invoice against payments due on the same or another account.

3.5 Changes and Fee Estimates. Fees shall be subject to change by Consultant upon no less than thirty (30) days' written notice to Company. Any fee estimates provided by Consultant at Company's request are for informational purposes only and may differ from the rate(s) ultimately payable by Company pursuant to a subsequent invoice, Service Order or Service Schedule.

3.6 Refunds and Cancellations. The fees charged under this Agreement are non-refundable. No refunds will be given after Consultant has commenced work pursuant to this Agreement or any Service Order or Service Schedule. Partial refunds requested prior to commencement of Consultant's work may be given at Consultant's discretion, subject to an administrative and cancellation fee equal to the greater of fifty percent (50%) of the fees already paid or $1,000, but not more than the fees already paid.

ARTICLE 4 – LIMITED WARRANTY

4.1 Limited Warranty. Consultant warrants, for a period of thirty (30) days following delivery of any services hereunder (the "Warranty Period") that all Services will be performed in a professional manner and in accordance with generally applicable industry standards. Consultant's sole liability (and Company's exclusive remedy) for any breach of this Warranty shall be for Consultant to re-perform any deficient services, or, if Consultant is unable to remedy such deficiency within fifteen (15) days, to void the invoice for the deficient services. Consultant shall have no obligation with respect to any Warranty claim if (1) it is notified of such claim after the Warranty Period or (2) the claim is the result of third-party hardware or software, the actions of Company, or the actions or omissions of some other party or is otherwise caused by factors outside the reasonable control of Consultant.

THIS SECTION IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY CONSULTANT. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, WITH RESPECT TO ANY GOODS AND/OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE,

DEALING, USAGE OR TRADE, OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY CONSULTANT. COMPANY MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

Consultant will pass along to the Company any third-party warranties relating to any goods purchased and/or installed by Consultant on Company's premises and/or equipment.

ARTICLE 5 – LIMITATION OF LIABILITY

5.1 Aggregate Limit of Liability. COMPANY UNDERSTANDS AND AGREES THAT CONSULTANT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE COMPANY OR ANY THIRD PARTY INCURS), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY PROBLEMS WHICH MAY OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. IN NO EVENT SHALL THE AGGREGATE AMOUNT COMPANY MAY RECOVER FROM CONSULTANT UNDER THIS AGREEMENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES AND/OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY ("COMPANY'S CLAIMS") EXCEED THE TOTAL PAYMENTS MADE TO CONSULTANT BY COMPANY UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMIT APPLIES TO ALL OF COMPANY'S CLAIMS IN THE AGGREGATE, INCLUDING CLAIMS FOR INDEMNIFICATION UNDER ARTICLE 7 AND CLAIMS UNDER ANY SERVICE ORDER OR BUSINESS ASSOCIATE AGREEMENT BETWEEN THE PARTIES. THE FOREGOING SUM REPRESENTS CONSULTANT'S TOTAL LIABILITY FOR ALL OF COMPANY'S CLAIMS. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE

PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CONSULTANT.

5.2 Time Limit for Claims. Any claim by Company arising out of or relating to this Agreement, any Service Order, or the Services must be brought within two (2) years after the claim accrues, or it is permanently waived.

5.3 Company Data. Company is responsible for its data and for keeping any copies of its data that it needs beyond the backup Services it purchases. Consultant is not liable for the loss, corruption, or unavailability of data except to the extent caused by Consultant's gross negligence or willful misconduct, and then only for the reasonable cost of restoring the data from the most recent available backup, subject to Section 5.1.

ARTICLE 6 – INSURANCE

6.1 Insurance. Each Party agrees to maintain, through a reputable insurance carrier authorized to write such coverage in the State of Texas, commercial general liability insurance and such other insurance as is commercially reasonable for its business. Company acknowledges that Consultant's insurance is not a substitute for Company's own cyber liability insurance, and that Company is responsible for obtaining insurance appropriate to the data it maintains.

Each Party agrees to provide a certificate of insurance upon the other Party's reasonable request, and to notify the other in writing of any cancellation or non-renewal of the insurance coverage required herein.

6.2 Consultant's Insurance. During the term of this Agreement, Consultant will maintain (a) commercial general liability insurance with limits of at least $1,000,000 per occurrence; (b) technology errors and omissions (professional liability) insurance, including network security and privacy liability coverage, with limits of at least $1,000,000 per claim and in the aggregate; and (c) cyber insurance for Consultant's own privacy breach response costs and privacy regulatory claims with limits of at least $1,000,000, separate from the limits in clause (b). Professional liability and cyber coverage may be written on a claims-made basis, and defense costs may be included within limits. Consultant's insurance obligations do not expand Consultant's liability under Article 5.

6.3 Waiver of Subrogation. To the extent permitted by their respective insurance policies, each Party waives, and will cause its insurers to waive, all rights of subrogation against the other Party for losses covered by the waiving Party's insurance.

ARTICLE 7 – INDEMNITY

7.1 Release and Indemnification. Each Party agrees to release, indemnify, defend and hold harmless ("Indemnifying Party") the other Party, its directors, officers, employees, and agents, successors and assigns ("Indemnified Party"), from and against all claims, losses, expenses, fees, damages and liabilities, including reasonable attorney fees and disbursements, costs, and judgments, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Consultant is not obligated to indemnify Company, and Company shall defend and indemnify Consultant hereunder, for any claims by any third party, including any clients and/or customers of Company, arising from services provided by Company that incorporate any of the Services being provided by Consultant hereunder, including but not limited to (a) the violation of any applicable law by the Company or the Company's clients and/or customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of Company's clients and/or customers; (c) termination or suspension of Services of Company or Company's clients and/or customers due to a Company Default; or (d) claims by any third party, including without limitation Company's clients and/or customers, arising out of or related to the use or misuse of any Service. Consultant's obligations under this Section are subject to the limitations in Article 5. In all claims for Indemnity under this paragraph, the Indemnifying Party's obligation shall be calculated on a comparative basis of fault and responsibility. Neither party shall be obligated to indemnify the other in any manner whatsoever for claims, losses, expenses, or damages resulting from the other party's own negligence.

7.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the

defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 8 – CONFIDENTIALITY AND DATA PROTECTION

8.1 Confidentiality. Each Party acknowledges that, in connection with this Agreement, it may be furnished with, or given access to, certain confidential and/or proprietary information of the other Party, and that, subject to the provisions of his section, such information shall not be disclosed by the Party receiving the information to any third party, and shall not be used by either Party for purposes other than those contemplated by this Agreement.

8.2 Information Subject to Confidentiality. Confidential Information may include, but is not limited to, the following:

- Any materials regardless of form furnished by either Party to the other for use.
- Any information furnished by any Party that is stamped "confidential," "proprietary," or with a similar legend, or any information that any Party makes similar reasonable efforts to maintain secret.
- Any business or marketing plans, strategies, customer lists, operating procedures, design formulas, know-how, processes, programs, software, inventories, discoveries, improvements of any kind, sales projections, strategies, pricing information; and other confidential trade secrets, data and knowledge of either Party.
- Any information belonging to employees, agents, members, shareholders, owners, customers, suppliers, vendors, contractors, business partners and affiliates of either Party.
- Any nonpublic inventions the rights to which have not been assigned to the Party receiving the information.
- Any non-public and proprietary technical information belonging to either Party, the rights to which have not been assigned to the party receiving the information.

and other proprietary information owned by either Party, (collectively "Confidential Information"), which are valuable, special and/or unique assets of that Party.

Any templates, schematics, processes or technical documentation provided by Consultant shall be deemed Confidential Information and proprietary information of Consultant without any marking or further designation. Company may use such information solely for its own internal business purposes.

Consultant shall maintain the confidentiality of protected health information as required by applicable law and, if applicable, the Business Associate Agreement described in Section 8.7, which governs Consultant's use and disclosure of protected health information.

8.3 Non-Disclosure. Neither Company nor Consultant will disclose or use, either during or after the term of this Agreement, in any manner, directly or indirectly, any such Confidential Information of the other Party, for their own benefit or the benefit of any third party. Neither Party will use, share, divulge, disclose or communicate in any manner whatsoever any Confidential Information to any third party without the prior written consent of the other Party, except to the extent specifically permitted under this Agreement.

Both Parties will protect all Confidential Information of the other, and will treat it as strictly confidential, unless and until: a) said information becomes known to third parties not under any obligation of confidentiality to the party whose confidential information is at issue ("Disclosing Party"), or becomes publicly known through no fault of the other party (the "Receiving Party"); or b) said information was already in the Receiving Party's possession prior to its disclosure, except in cases where the information has been covered by a preexisting Confidentiality Agreement; or c) said information is subsequently disclosed by a third party not under any obligation of confidentiality to the Disclosing Party; or d) said information is approved for disclosure by prior written consent of the Disclosing Party; or e) said information is required to be disclosed by court order or governmental law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure; or f) said information is proven independently developed by the Receiving Party without recourse or access to the information; or g) disclosure is required in order for a party to comply with its obligations under this Agreement, provided that prior to disclosure, the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.

A violation of this paragraph shall be a material violation of this Agreement.

8.4 Employees and Agents. The Parties further agree to disclose the Confidential Information to their officers, directors, employees, contractors and agents (collectively, the "Agents") solely on a need-to-know basis and represent that such Agents have signed appropriate non-disclosure agreements and/or that the Party receiving Confidential Information has taken appropriate measures imposing on such Agents a duty to (1) hold any Confidential Information received by such Agents in the strictest confidence, (2) not to disclose such Confidential Information to any third party, and (3) not to use such Confidential Information for the benefit of anyone other than the party to whom it belongs, without the prior express written authorization of the party disclosing same.

8.5 Unauthorized Disclosure of Confidential Information. If either party to this Agreement discloses or threatens to disclose the other party's Confidential Information to another party or to the Disclosing Party's detriment or damage, in violation of this Agreement, the party whose information is at issue will suffer irreparable damage and shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction to restrain the other party from such unauthorized use or disclosure, in whole or in part, of such Confidential Information, without the need to post a bond, and/or from providing services to any party to whom such information has been disclosed or may be disclosed.

The infringing party further agrees to reimburse the Disclosing Party for any loss or expense incurred as a result of the infringement, including but not limited to court costs and reasonable attorney fees incurred by the Disclosing Party in enforcing the provisions of this Agreement, in addition to any other damages which may be proven.

The parties shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

8.6 Data Protection. The Parties acknowledge that Consultant may have access to certain of Company's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Consultant, its employees, agents or contractors, pertaining to Company's business or financial affairs, or to Company's projects, transactions, clients, customers, partners, vendors or any other person or entity, Consultant will not store, copy, analyze, monitor or otherwise use that data except for the

purposes set forth in this Agreement and any valid Service Schedule or Service Order. Consultant will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Consultant receives or has access to under this Agreement or in connection with the performance of any Services for Company. Consultant will otherwise protect PII and will not use, disclose, or transfer such PII except as necessary to perform under this Agreement or as specifically authorized by the data subject or in accordance with applicable law. To the extent that Consultant receives PII related to the performance of this Agreement, Consultant will protect the privacy and legal rights of Company's personnel, clients, customers and contractors.

8.7 Business Associate Agreement. If Company is a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), and Consultant will create, receive, maintain, or transmit protected health information on Company's behalf, the Parties will enter into Consultant's Business Associate Agreement (the "BAA"), which is incorporated into this Agreement. Company will not provide protected health information to Consultant before the BAA is in effect. The BAA controls over this Agreement as to the use, disclosure, safeguarding, and reporting of protected health information. For all other matters, including limitations of liability, indemnification, insurance, fees, and dispute resolution, this Agreement controls.

ARTICLE 9 – DEFAULT

9.1 Default by Company. Company is in default of this MSA if it (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Consultant; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Consultant; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "Company Default").

In the event of a Company Default, Consultant may suspend Services to Company until Company remedies the Company Default, or Consultant may terminate this Agreement and/or any or all of the Services being provided hereunder. Consultant may at its sole option, but without any obligation, cure a non-monetary breach at Company's expense at any point and invoice Company for the same. These

remedies are in addition to and not a substitute for all other remedies contained in this MSA or available to Consultant at law or in equity.

9.2 Default by Consultant. Consultant is in default of this MSA if it fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Company ("Consultant Default"); provided, however, that Company expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Consultant Default. Company's sole and exclusive remedy for any failure of Service is limited to the remedies set forth under the Limited Warranty and Limitation of Liability sections of this Agreement. In the event of a Consultant Default, Company may terminate the Services and this Agreement upon written notice to Consultant. Any termination shall not relieve Company of its obligations to pay all charges incurred hereunder prior to such termination.

9.3 Emergency Suspension. Consultant may suspend any Service, account, or access without prior notice to the extent Consultant reasonably believes it is necessary to prevent or respond to a security threat, unlawful activity, or harm to Consultant's, Company's, or any third party's systems or data. Consultant will notify Company as soon as practicable and restore the Service once the risk is resolved.

9.4 Termination for Convenience by Consultant. Consultant may terminate this Agreement or any Service Order for any reason by giving Company at least sixty (60) days' written notice. In that case, no early termination charges apply, Company will pay for Services provided through the termination date, and Consultant will provide reasonable transition assistance at its then-current rates.

ARTICLE 10 – MISCELLANEOUS

10.1 Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed delivered (a) when personally delivered; (b) when sent by email, unless the sender receives notice of non-delivery; or (c) forty-eight hours after being deposited in the United States mail as certified or registered U.S. mail with postage prepaid. Notices to Company will be sent to the address or email in Company's most recent Service Order or account record. Notices to Consultant will be sent to 28 Medical Drive, Amarillo, Texas 79106, or by email to support@taylordcomputernetworks.com. Either Party may change its notice address by notice under this Section.

10.2 Entire Agreement; Order of Precedence. This Agreement, together with all Service Orders, any Business Associate Agreement between the Parties, and any other documents incorporated by

reference herein, constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior discussions, understandings, agreements, negotiations, e-mail exchanges, and prior written agreements between the Parties relating to that subject matter, except that any Business Associate Agreement between the Parties remains in effect. Terms in Company's purchase orders or other Company forms do not apply. Company acknowledges that in entering into this Agreement and each Service Order it has not relied on any statement, representation, website content, advertisement, proposal, or marketing material that is not expressly stated in this Agreement or a Service Order. A Service Order controls over this Agreement only as to that Service Order and only where it expressly identifies the section of this Agreement it changes. Except as provided in Section 10.14, this Agreement may be amended or waived only in a writing signed by both Parties.

10.3 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, void, unenforceable or invalid for any reason under applicable law, the remaining parts of this Agreement shall remain in full force and effect and shall continue to be valid and enforceable. If a court finds that an unenforceable portion of this Agreement may be made enforceable by limiting such provision, then such provision shall be deemed written, construed and enforced as so limited.

10.4 Successors and Assigns. Company shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Consultant. This Agreement may be assigned by Consultant (i) pursuant to a merger or change of control of Consultant, or (ii) to an assignee of all or substantially all of Consultant's assets. Any purported assignment in violation of this section shall be void.

10.5 Survival. All provisions that logically ought to survive termination of this Agreement, including but not limited to applicable Warranties, Limitation of Liability, Indemnity, Choice of Law, Forum Selection, and Confidentiality provisions, shall survive the expiration or termination of this Agreement.

10.6. No Waiver. The failure of any Party to insist upon strict compliance with any of the terms, covenants, duties, agreements or conditions set forth in this Agreement, or to exercise any right or remedy arising from a breach thereof, shall not be deemed to constitute waiver of any such terms, covenants, duties, agreements or conditions, or any breach thereof.

10.7. Force Majeure. Either Party who fails to timely perform their obligations under this Agreement ("Nonperforming Party") shall be excused from any delay or failure of performance required hereunder if caused by reason of a Force Majeure Event as defined herein, as long as the Nonperforming Party complies with its obligations as set forth below.

For purposes of this Agreement, "Force Majeure Event" means any event, circumstance, occurrence, or contingency, regardless of whether it was foreseeable, which is a) not caused by, and is not within the reasonable control of, the nonperforming Party, and b) prevents the Nonperforming Party from its obligations under this Agreement. Such events may include but are not limited to: acts of war; insurrections; fire; laws, proclamations, edicts, ordinances or regulations; strikes, lock-outs or other labor disputes; riots; explosions; cyberattacks or other malicious acts of third parties not caused by the Nonperforming Party's failure to comply with this Agreement; failures of utilities, internet service, or third-party service providers; and hurricanes, earthquakes, floods, and other acts of nature.

The obligations and rights of the Nonperforming Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations under this Agreement shall resume. In the event that the interruption of the Nonperforming Party's obligations continues for a period in excess of thirty (30) days, either Party shall have the right to terminate this agreement upon ten (10) days' prior written notice to the other Party.

Upon occurrence of a Force Majeure Event, the Nonperforming Party shall do all of the following: a) immediately make all reasonable efforts to comply with its obligations under this Agreement; b) promptly notify the other Party of the Force Majeure Event; c) advise the other Party of the effect on its performance; d) advise the other Party of the estimated duration of the delay; e) provide the other Party with reasonable updates; and f) use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

10.8 Dispute Resolution. Before filing suit, other than an action to collect unpaid fees or to obtain injunctive relief under Section 8.5, a Party will give the other Party written notice describing the dispute, and the Parties will attempt in good faith to resolve it for at least thirty (30) days after that notice, including through mediation in Potter County, Texas if both Parties agree. The Parties agree to share

any mediation costs and fees, other than their respective attorney fees, equally.

JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICE ORDER, OR THE SERVICES.

10.9 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Texas, excluding that State's choice-of-law principles.

10.10 Choice of Forum. Any action arising out of or relating to this Agreement, any Service Order, or the Services must be filed and litigated in a state court located in Potter County, Texas, or the United States District Court for the Northern District of Texas, Amarillo Division. Each Party consents to the exclusive jurisdiction and venue of those courts and waives any objection based on lack of jurisdiction or inconvenient forum.

10.11 Attorney Fees. In the event that any suit or action is instituted to resolve a dispute pertaining to matters covered under this Agreement, or enforce any provision thereof, the prevailing Party in any such dispute or proceeding shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, all reasonable fees and expenses of attorneys and accountants, court costs, and expenses of any appeals.

10.12 Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

10.13. Counterparts. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same Agreement. The Parties further agree that e-signatures carry the same weight and effect as traditional paper documents and handwritten signatures; therefore, this Agreement may be electronically signed via any e-signature service compliant with the Electronic Signatures in Global and National Commerce (ESIGN) Act

and the Uniform Electronic Transactions Act (UETA) as of the Effective Date of this Agreement.

10.14 Changes to this Agreement. Consultant may update this Agreement by publishing a new version, with a new version date, at www.taylordcomputernetworks.com/msa and giving Company at least thirty (30) days' written notice, which may be given by email. An updated version applies to Company beginning on the earlier of (a) the start of the next renewal term of any Service Order, or (b) the date Company signs or accepts a new Service Order. If Company objects in writing before an updated version would otherwise apply, the prior version continues to apply to Company's existing Service Orders for the remainder of their then-current terms. An updated version does not apply to any dispute that arose before it took effect. Consultant will keep each prior version of this Agreement and provide it to Company on request.

10.15 Electronic Acceptance. Company's acceptance of this Agreement or a Service Order by electronic means, including through Consultant's client portal or by electronic signature, is a signature under the Texas Uniform Electronic Transactions Act and the federal Electronic Signatures in Global and National Commerce Act. Consultant's records of acceptance, including the version accepted and the date, time, and identity of the accepting user, are evidence of Company's acceptance. The individual who accepts on Company's behalf represents that he or she is authorized to bind Company.

APPENDIX 1

SERVICE SCHEDULE FORMAT

A Service Order may describe the Services using the following format:

SERVICE	**FREQUENCY / DEADLINE**	**NOTES**
Description of the service, for example: "Endpoint monitoring and patching"; "Daily backup with monthly restore test"; "Help desk support during business hours."	As necessary // monthly // quarterly // daily // constant // by specific date	Scope limits, assumptions, pricing, and any recommended items Company has declined.