

This Master Level Agreement (“MLA”) is hereby agreed to by Integrated IT Solutions LLC (“IIT”) and (“Client”) as of _____ (the “Effective Date”). Defined terms are found and shall have the meaning as set forth in the Glossary of Terms section at the end of this MLA. This MLA sets forth the master terms and conditions under which IIT shall provide the Products and/or Services described in Statements of Work (“SOW”). Each SOW shall reference and be governed by this MLA. Each of IIT and Client shall be referred to herein as a “Party,” or collectively as the “Parties.”

This MLA and the SOW constitute the complete and exclusive Agreement (the “Agreement”) between the parties and supersedes all oral or written proposals, negotiations, conversations and other communications between the parties relating to the subject matter of the Agreement.

1. **Terms and Conditions.** This MLA shall remain in effect until terminated as provided herein and any SOW shall remain in effect for the term specified in such SOW unless terminated earlier as provided in this MLA or the SOW.
 - 1.1. All future revisions of this MLA will be communicated at least thirty (30) days prior to the future revision’s execution date via e-mail or postal mail. Such revisions shall be effective when received, unless otherwise agreed to in writing by the Parties.
 - 1.2. Either Party may terminate this MLA or any SOW if the other Party materially breaches this MLA or such SOW and fails to cure such breach within forty-five (45) days after the non-breaching party gives written notice of such breach describing in detail the specific nature and dates of the material breach.
 - 1.3. Either Party may terminate this MLA or any SOW upon the filing by or against the other Party of any action under any applicable bankruptcy or insolvency law, which is not dismissed or otherwise favorably resolved within thirty (30) days of such event.
 - 1.4. If there is a conflict between the terms and conditions of this MLA and the terms and conditions of an SOW (or any other document that the parties may execute, the terms of which are expressly incorporated into this MLA), the terms and conditions of this MLA prevail unless the conflicting term in the SOW expressly states that it is modifying the terms and conditions of this MLA for that particular SOW and such SOW is signed by both parties. If not otherwise subject to a signed SOW, a Product or Service becomes subject to this MLA when IIT accepts Client’s order by: (a) providing Client a SOW; (b) shipping the Product or (c) providing the Service. Client accepts the additional terms in a SOW by doing any of the following: (a) signing the SOW or issuing a purchase order or similar document referencing the SOW; (b) using the relevant Product or Service which Client ordered from IIT, or allowing others to do so or (c) making any payment for the relevant Product or Service which Client ordered from IIT.
 - 1.5. The use of pre-printed forms, including but not limited to purchase orders, e-mail or acknowledgements, shall be for convenience only and all pre-printed terms and conditions stated on such forms are void and of no effect. All orders for Products or Services are subject to approval by IIT at its corporate headquarters.
2. **Charges and Payment.** Client shall pay IIT for Products and/or Services in accordance with the amounts set forth in each IIT invoice, assuming the Products and/or Services being invoiced have been delivered and/or performed, as applicable, within approved payment terms and by the method indicated on each invoice, and all payments shall be made in U.S. Dollars without offset, reduction or abatement.
 - 2.1. If any authority imposes a tax, duty, levy or fee, excluding those based on IIT’s income, or upon any Products or Services supplied by IIT under this MLA, Client agrees to pay that amount as specified in the invoice or supply IIT with exemption documentation, provided that all services performed hereunder shall be performed in the United States.
 - 2.2. Travel charge for on-site visits will be based on the following policy:
 - Travel time is billed one-way, and in 30-minute increments.
 - Amount billed is fixed and based on estimated time from the closest IIT main office to Client office.
 - Travel time is billed at current hourly rates (regular or after hours, as applicable).
 - Travel time does apply towards the 2 hours onsite minimum service charge.
 - Travel time and expenses for out of state services will be billed separately.
 - 2.3. Remote Support charges will be billed in 30 minutes increments.
 - 2.4. There is a two (2) hours minimum charge for on-site services during the hours of 8am to 5pm, and there is a four (4) hours minimum charge for on-site services during after-hours.
 - 2.5. Client’s failure to pay amounts due in accordance with the terms of the SOW and this MLA shall entitle IIT, without prejudice to its other rights and remedies under this MLA, to:
 - 2.5.1. Charge interest on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law. Client shall reimburse IIT for all reasonable costs incurred by IIT in collecting past due amounts, including collection agency fees, reasonable attorney’s fees and court costs.
 - 2.5.2. Suspend or terminate the services until such payment is received and may decide not to accept additional orders from Client. IIT shall have no liability to Client for any such suspension or termination of services, or non-acceptance of additional orders.

3. **Assignment.** This MLA may not be assigned, delegated, sublicensed, or otherwise transferred, in whole or in part, by either Party, whether by operation of law or otherwise, without the other Party's prior written consent, except that Client or IIT may assign this MLA and all SOWs to the acquirer of all or substantially all of its stock or assets by merger or otherwise without the other Party's consent. Client and IIT agree that all Products and Services shall be used solely within Client's business enterprise and shall not be remarketed or leased to third parties.
4. **Governing Law; Actions.** The validity, construction and performance of this MLA shall be governed by the laws of the Commonwealth of Massachusetts, without reference to conflict of laws principles. Any dispute relating to or arising out of this MLA shall be brought in, and the Parties consent to personal and exclusive jurisdiction of and venue in, the State courts within Middlesex County, and Federal courts within the Commonwealth of Massachusetts. Each Party agrees that personal jurisdiction may be effective upon it by service of process in such manner of delivery and to such address as provided in section 9 (Notices), and that when service is so made, it shall be as if personal service were affected within the Commonwealth of Massachusetts. Neither Party shall bring a legal action against the other relating to the subject matter of this MLA more than twelve (12) months after such Party became, or the time in which such Party should have become aware of the cause of action which arose. Nothing in this MLA affects any statutory rights that cannot be waived or limited by contract under applicable law. If a Law or Regulation adversely affects IIT's ability to provide a service or requires IIT to modify the terms under which it provides such service, IIT shall have the right to terminate the affected service without liability upon thirty (30) days' written notice to Client.
5. **LIMITATIONS OF LIABILITY.**
 - 5.1. OTHER THAN INSTANCES OF GROSS NEGLIGENCE OR WILLFULLY MALICIOUS CONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EXCEPT WITH RESPECT TO INSTANCES OF GROSS NEGLIGENCE OR WILLFULLY MALICIOUS CONDUCT OR BREACH OF CONFIDENTIALITY AND INDEMNIFICATION, THE CUMULATIVE LIABILITY OF IIT TO CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL AMOUNTS PAID TO IIT BY CLIENT UNDER THE SOW(S) FROM WHICH DAMAGES WERE CAUSED, BASED ON THE DATE IT WAS SIGNED OR ITS MOST RECENT RENEWAL. THE RENEWAL OF ONE SOW (AUTOMATICALLY OR OTHERWISE) DOES NOT LIMIT CLIENT'S RIGHTS PERTAINING TO OR ORIGINATING FROM OTHER SOWS. IIT DOES NOT GUARANTEE, NOR SHALL BE LIABLE FOR THE FUNCTIONALITY OF SOFTWARE THAT IS RESOLD TO CLIENT EITHER INDIVIDUALLY OR AS PART OF A SOLUTION. REMEDIES UNDER THIS MLA ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THE SOW AND THIS MLA. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION SHALL BE DEEMED TO LIMIT IIT'S OBLIGATIONS SET FORTH IN SECTION 5.1 HEREOF.
 - 5.2. **Exclusion of Liability and Damages for Cybersecurity Breach and Related Claims.** With respect to Cybersecurity in no event will IIT be liable under or in connection with this MLA or in the SOW or its subject matter under any legal or equitable theory including breach of contract, tort (including negligence), strict liability, and otherwise for any: (a) loss, damage, corruption, or recovery of data, or breach of data or security system; (b) loss of production, use, business, revenue, or profit or diminution of value; (c) impairment, inability to use or loss, interruption, or delay of services; (d) cost of replacement of goods or services, (e) loss of goodwill or reputation; (f) consequential, incidental, indirect, exemplary, special, or punitive damages, regardless of whether CLIENT was advised of the possibility of such Cybersecurity Breach or related claims and the possibility of such related losses or damages, foreseeable or not, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
 - 5.3. IIT will indemnify, defend and hold CLIENT harmless against the claims that third parties may bring against CLIENT that result from non-compliance with licensing or other terms of use restrictions of the software and tools used by IIT in the performance of its services to CLIENT.
 - 5.4. Each Party shall indemnify the other Party, its affiliates, and its and their directors, officers, members, managers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including reasonable legal fees and expenses) to or in favor of others and all claims, causes of action and suits by others, including without limitation employees, subcontractors or agents of the indemnified party and its affiliates (collectively, "Losses") for personal injury (including death) or real and/or tangible property damage, to the extent such Losses are caused by acts or omission to act under this Agreement of the indemnifying party, its employees, contractors or agents, and any breach of the indemnifying party's confidentiality obligations set forth in

this Agreement.

- 5.5. CLIENT will indemnify, defend and hold IIT harmless against any claim of liability for any Losses caused by a Cybersecurity Breach resulting from CLIENT's failure to purchase and maintain Cybersecurity Insurance, failure to maintain adequate security policies and protocols, and failure to implement behavioral or technological recommendations from IIT related to the prevention of Cyber Attacks or Information Security Incidents, irrespective of any products or services recommended, provided or purchased through IIT.
6. **Force Majeure.** Neither Party shall be liable to the other Party for any failure to perform any of its obligations under this MLA during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot, pandemic or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure. The delayed Party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other Party may immediately terminate the applicable SOW by giving written notice to the delayed Party.
7. **Severability - Entire MLA.** If any particular provision of this MLA is held to be invalid or unenforceable, the remaining provisions of this MLA shall remain in full force and effect. This MLA, including any applicable SOW, constitute the complete and exclusive agreement between the parties concerning the subject matter of this MLA and supersede all oral or written proposals, negotiations, conversations and other communications between the parties relating to the subject matter of this MLA. All applicable SOWs are hereby incorporated by reference and made a part of this MLA.
8. **Counterparts; Reproduction; & No Third-Party Beneficiaries.** This MLA may be signed in one or more counterparts, each of which shall be considered an original, but all of which together form one and the same instrument. Once any required signatures are obtained, any reproduction of this MLA or any SOW made by reliable means (for example, photocopy or facsimile) is considered an original, unless prohibited by local law; provided, however, that this shall not preclude either Party from requiring the exchange of original signatures. This MLA does not create any benefits, rights, claims, obligations, or causes of action in, to, or on behalf of, any person or entity other than to IIT and Client under this MLA, except as set forth in section 5 (Limitation of Liability).
9. **Notices.** Except as otherwise specified in this MLA, all notices, required or permitted under this MLA must be given in writing and delivered to the addresses set forth in SOW by reputable overnight courier, or registered or certified first-class mail, return receipt requested.
10. **Representations.** IIT and Client each represent and warrant to the other that: (i) it has all requisite power and authority to execute, deliver and perform its obligations under this MLA; (ii) its signing of and agreement to this MLA has been duly authorized by all requisite corporate actions (iii) this MLA is a valid and binding obligation, enforceable against it in accordance with its terms (assuming the due authorization, execution and delivery by the other).
11. **Non-Solicitation.** During the term of this MLA or any SOW, and for two (2) years following expiration or termination of this MLA or any such SOW, IIT and CLIENT, and their successors, agree not to hire, solicit or accept solicitation of, through employment or employ, or solicit for retention or retain as an independent contractor, anyone whom the hiring Party knows or should know is or was the other Party's employees or any individual employed by the other Party at any time in the preceding six months, directly or indirectly, without the prior written consent of the other Party. Should either Party hire an employee, agent or independent contractor through employment or otherwise within this time period without prior written consent, that Party shall immediately pay as liquidated damages to the other a fee equivalent to ONEHUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) or TWICE THE EMPLOYEE'S YEARLY SALARY, WHICHEVER IS GREATER.
12. **Exclusions.**
 - 12.1. Client is responsible for the physical security of all Products, both hardware and software, once delivered to Client's site.
 - 12.2. Client is responsible for the proper operation of all its existing equipment (systems, their components and devices), prior to service or configuration by IIT. If any existing equipment is found by IIT to be inoperable or deficient, it will be Client's responsibility to have it repaired or replaced at Client's expense.
 - 12.3. IIT is not responsible for loss of data. If a backup tape or device is unreadable due to equipment failure, IIT will use commercially reasonable efforts to restore the data but is not responsible under any circumstances in the event data cannot be restored.
 - 12.4. Client will be responsible for correcting any failed hardware, software or cabling not supplied by IIT. IIT may require that Client sign a letter of disclaimer if any installation or service process is to be completed by anyone other than an

IIT resource.

- 12.5. Client agrees not to withhold acceptance of, or payment for, the Products and or Services provided by IIT, due to failure caused by and not corrected by Client.
- 12.6. IIT is not responsible for services required due to improper use, alteration or damages of or to equipment by Client or by acts of nature or any third party.

PRODUCTS: Sections 13 thru 17 shall apply to any SOW in which Client has agreed to acquire Product(s) from IIT. In the event Client only acquires Service(s) these terms shall not apply:

13. **Hardware, Software & Third-Party Services.** Subject to the terms herein, Client agrees to purchase and IIT agrees to sell, license and/or transfer, the Products set forth in a SOW. Hardware is sold to Client subject to any additional terms and conditions (including manufacturer warranty provisions) provided with such Hardware by IIT or IIT's supplier. This MLA does not transfer title to Software. Client shall receive only the rights set forth in a license agreement for the Software to be provided by IIT or IIT's supplier. Third-Party Services are sold by IIT but provided by the Product supplier or other third party under a separate agreement to be provided by IIT or IIT's supplier. If Client wishes to acquire Products from IIT, Client must comply with the terms and conditions of, and, if IIT so requests, execute, any separate agreement provided with any Hardware, Software and/or Third-Party Services and deliver it to IIT or IIT's supplier. If Client breaches such agreement(s), IIT and IIT's supplier each shall have the right to enforce such agreement(s) directly against Client. IIT shall have no obligation to support any software, hardware or other product that is at the end of or beyond its useful life, and any actions taken by IIT to support such Products beyond their useful life shall be commercially reasonable efforts only and under no circumstances shall IIT be liable for such actions or efforts. Any actions or services by IIT to support products beyond their useful life shall not be subject to the Agreement and shall be billed on a time and materials basis at IIT's regular, non-discounted rates.
14. **Delivery.** Unless otherwise set forth in the SOW, all shipments under this MLA are F.O.B. IIT's loading dock. Delivery of Products by a commercial carrier at IIT's or Client's loading dock (or as otherwise designated by IIT, such as the electronic transmission of Software) will constitute delivery to Client, and any risk of loss and any cost and responsibility for insurance, claims, delivery, loss or damage (including, if applicable, placement and storage) after or in connection with such delivery shall be borne by Client. Client acknowledges that unless otherwise indicated in the SOW, (i) shipping dates are estimates only, which are not guaranteed and are based upon prompt receipt from Client of all necessary shipping and other information and (ii) IIT may make delivery in installments, in which case each installment shall be separately invoiced and paid for by Client without regard to subsequent deliveries. IIT shall retain a security interest in any and all products sold until they have been paid for in full.
15. **Installation.** Client acknowledges that (i) IIT is not responsible for installation, maintenance, upgrading, enhancement, or error correction, of the Products or for any training or other services relating thereto (unless specifically set forth in a SOW) and (ii) in order to obtain the benefits desired from the Products, Client may need to obtain and integrate with the Products various other products which are not provided by IIT under this MLA. Client is responsible for obtaining any such additional services and products under a separate agreement from IIT, the Product supplier or other qualified third party. Unless otherwise provided in a relevant SOW, Client shall not delay acceptance or withhold any payment otherwise due to IIT based on the installation, testing, acceptance or performance of any Products.
16. **Cancellation & Returns.** IIT may cancel any or all of the Products in a SOW if its supplier does not accept or cancels the applicable order from IIT. Product returns are solely at the discretion of IIT, which if accepted, are subject to the written authorization of the distributor and/or manufacturer.
17. **Product Warranty.** IIT PROVIDES PRODUCTS "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOWEVER, THIRD PARTY MANUFACTURER OR SUPPLIERS MAY PROVIDE THEIR OWN WARRANTIES TO CLIENT WITH THEIR PRODUCTS.

SERVICES: Sections 18 thru 24 apply to any SOW in which Client has agreed to acquire Service(s) from IIT. In the event Client only acquires Product(s) these terms shall not apply:

18. **Services, Work Product Ownership and License.** Subject to the terms herein, Client agrees to purchase, and IIT agrees to perform, the Services set forth in a SOW. IIT may deliver Work Product to Client. IIT or third parties shall retain all right, title and interest, including ownership of copyright in such Work Product. IIT grants Client an irrevocable, nonexclusive, paid-up license to access, use, execute, reproduce, perform and distribute copies of such Work Product for Client's internal use, including the right to authorize others to do so, on Client's behalf.

19. **Software Licensing.** IIT will not knowingly install, and is not responsible for, unlicensed software that may be installed at Client site or data center.
20. **Client Obligation.** Client shall provide safe and reasonable workspace plus necessary power and internet access during the transition phase. Client shall notify IIT of any health or safety hazards that may exist at the site and provide and/or recommend respective safety procedures to be followed.
21. **Parties Independent.** In making and performing this MLA, the Parties act and shall act at all times as independent contractors and nothing contained in this MLA shall be construed or implied to create an agency, partnership, employer and employee relationship or any form of fiduciary relationship between Client and IIT or between any party and any officer or employee of the other party.
22. **Services Warranty.** IIT warrants that each Service will be performed consistent with industry standards; using reasonable care and skill and according to the description (including any completion criteria) contained in the relevant SOW. THIS WARRANTY IS CLIENT'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED. FURTHER, IIT DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF ANY SERVICE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICE.
23. **Personnel; Freedom of Action.** Each Party is responsible for the supervision, direction and control of its respective personnel. IIT reserves the right to determine the assignment of its personnel and IIT personnel shall not be restricted or prevented from performing services for others that are similar to the Services provided to Client. IIT may perform its obligations through its affiliates, subsidiaries or subcontractors selected by IIT; provided, however, that IIT shall not be relieved of its obligations under this MLA as a result of such use.
24. **Cooperation.** Client shall, at its own expense, provide IIT with all reasonable cooperation necessary or appropriate for completion of the Services, including (if necessary) providing access to properly equipped facilities and obtaining all Required Consents necessary for IIT to provide the Services. "Required Consents" are any consents or approvals required to give IIT the right or license to access, use, and/or modify any third-party software, hardware or other products or information used by Client without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such items. When IIT's performance of the Services requires or is contingent upon Client's performance of an obligation (including providing Required Consents, approval or notification or taking a recommended corrective action) under this MLA or a relevant SOW, and Client delays or withholds its performance beyond the agreed time period (or beyond five business days, if a time period is not specified), IIT will be relieved of its obligation to perform such Services entirely or, if it is reasonable for IIT to perform once Client performs, until a reasonable period following Client's performance of its responsibility.
25. **Confidential Information.** Each Party acknowledges that certain information that it will have access to or acquire from the other party may constitute such other Party's (or its clients', employees' or contractors') confidential information including information related to the business, operations, financial information, personnel information, client data, and certain work product of a Party. Each Party shall use reasonable efforts to maintain the confidentiality of information or trade secrets provided to or obtained by such Party, which are either identified as confidential or trade secrets or which a reasonable person should know is confidential. Each Party's obligations shall terminate if the information was in, or enters through no fault of the recipient, the public domain, or was in the recipient's possession free of any obligation of confidence at the time it was communicated to the recipient by the other Party; or was properly disclosed to recipient by another person without restriction or was developed by the recipient independently of any such information. In addition, nothing herein shall restrict or prohibit a recipient from disclosing confidential information to the extent that the recipient is requested or required to disclose such confidential information to any court, tribunal, administrative agency or other governmental body. In the event that either Party is served with a court order to disclose private information belonging to the other, the Party served shall notify the other about the order within two (2) business days. A separate Non-Disclosure Agreement (NDA) may supersede part or all of the section 23.

Adherence to Client Policies and Security Requirements. IIT recognizes and agrees that as a condition of access to Client premises, it will have to comply with Client requirements regarding safety and security. IIT further understands that such compliance with Client's legal and/or regulatory obligations may from time to time require that IIT provide to the Client certain legally required information, which typically may include personal information such as home addresses, driver's license numbers and social security numbers, in order to validate and document the identity and citizenship status of individuals being granted access to the Client's secured areas. In these situations, Client warrants that requests for such confidential personal information will be legitimate and legally required and will not result in IIT violating any applicable laws. IIT, solely through its Human Resources Department will cooperate to provide such information only to the extent

allowed by law and the Client acknowledges that said information is confidential Information and will protect it as such as reflected in Section 25 (Confidential Information). In addition, IIT's Privacy Policy document that describes IIT's commitment to client confidentiality and ITAR compliance can be provided to the Client upon request.

26. **Purpose of Cybersecurity Products and Services; Disclaimer of Liability for Cybersecurity Attacks** . All products and services provided by IIT to Client in the field of Cybersecurity are meant to improve the quality of Client's information security and data protection capabilities. However, IIT makes no guarantees, express or implied, about the ability of any products or services to stop or deter any particular threats, and IIT shall not be liable for direct or consequential damages that may arise in connection with a Cyber Security Breach, Cyber Attack, or similar Information Security Incidents experienced by Client. IIT may, from time to time, provide Client with reasonable behavioral or technological recommendations in connection to Cybersecurity as part of an ongoing SOW. Client acknowledges that IIT's failure to implement these recommendations may significantly increase IIT's risk exposure, and that IIT will have the right to terminate any affected services, and/or their governing SOWs, without penalty or further liability, and without prejudice to this MLA and any other SOWs that may be in effect at the time.

IN WITNESS WHEREOF, IIT and Client have duly executed this MLA.

AGREED TO:

Client: <Client Name>

IIT: Integrated IT Solutions, LLC

Signed: _____ Signed: _____

Printed: _____ Printed: _____ Pamela Piasecki _____

Title: _____ Title: _____ Chief Financial Officer _____

Date: _____ Date: _____

Address:

Address:
430 Fortune Boulevard
Milford, MA 01757

The person or persons signing this Agreement warrants that he/she has obtained all required corporate and/or other authorizations and approvals prior to execution of this SOW.

Glossary of Terms:

“Hardware” is a machine, its features, conversions, upgrades, elements or accessories, or any combination of them. Hardware includes IIT Hardware and third-party Hardware.

“Product” is Hardware, Software or a Third-Party Service.

“SOW” shall mean one or more quotations, schedules, sales orders, service orders, invoice and statements of work or other transaction-specific documents for Products and/or Services including the applicable prices, to be provided by IIT under this MLA. Certain SOWs may require signature if requested by either IIT or Client. Unless otherwise specified in the relevant SOW, the terms of each SOW shall be independent of and shall have no effect on the terms of any other SOW.

“Service” is the performance of a task, provision of advice and counsel, assistance, or access to a resource (such as access to an information database) IIT makes available to Client as identified in the relevant SOW. Services do not include Third-Party Services.

“Software” is a commercially available computer software program, whether preloaded on Hardware or provided separately, including related licensed materials such as documentation.

“Third-Party Service” is a service provided by a third party, including services related to Hardware or Software (including maintenance and support services) provided by the supplier or other third party.

“Work Product” means software programs, programming tools, documentation, reports drawings or other works of authorship that IIT develops for, or otherwise delivers to, Client.

“Cyber Security Breach” is the intentional or unintentional release of secure or private/confidential information to an unauthorized third party or untrusted environment.

“Cybersecurity” is the ability to protect or defend the use of cyberspace from cyber attacks, including any and all measures, products and services in connection therewith.

“Information Security Incident” means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

“Cyber Attack” means any kind of malicious activity that attempts to collect, disrupt, deny, degrade, or destroy information system resources or the information itself.

“Cyber Insurance” shall mean any insurance policy providing coverage to mitigate the risks associated with Cyber Attacks, data breaches, Information Security Incidents, and Cyber Security Breaches to protect the holder of the policy from the cost of internet based threats not covered by commercial liability policies and traditional insurance policies.