

AirGuard Managed Services Agreement

This AirGuard Managed Services Agreement (this “Managed Services Agreement” is entered into by and between MePush, LLC. (“Provider”) and _____ (“Client”), as of the date signed below by both parties or the date that Client first uses the Services (the “Managed Services Agreement Effective Date”).

The parties agree as follows:

STATEMENT OF SERVICES

Quotes

The services to be delivered by Provider and the fees for those services are described in one or more AirGuard service Quotes (“Quotes”), which are incorporated by reference. The services to be provided under the Quotes are known herein as the “Services.” The AirGuard Quotes identify the terms and conditions applicable to particular Services. Except for Supplemental Services, and unless otherwise agreed in writing, the services to be delivered by Provider to Client are limited to those Services specifically described in the Quotes. In the event of any conflict between the terms of a Quote and the terms of this Managed Services Agreement, the terms in the Quote control.

Supplemental Services

“Supplemental Services” are limited services and equipment Client may need on a “one-off” or emergency basis that are not included within the scope of the Services described in the Quotes. Client shall pay additional Service Fees for Supplemental Services. Provider shall notify Client of any such additional Service Fees and shall obtain Client’s approval prior to providing any Supplemental Services. However, Provider has no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an “as-is” basis and include no warranties of any kind, whether express or implied.

Requests for Changes

If Client wishes to implement changes in any Services during the term of an applicable Quote, Client must request those changes in writing and must deliver the request to Provider. Provider shall review and return the request to Client with a written evaluation of the changes, including any cost associated with the changes and the impact the changes will have on the completion of the Services. Following its review of Provider’s evaluation, Client then may choose to approve the changes by signing and returning to Provider a copy of Provider’s written evaluation, which then will be subject to the terms of this Managed Services Agreement and any applicable Quote. No changes in any Quote will be effective until Provider receives such a Client-signed evaluation of a written change request.

FEES FOR SERVICES | PAYMENT TERMS

Fees for Services are set forth in Quotes. Any services performed outside the Quotes will be at Provider's then-current time and material rates unless otherwise agreed in writing.

Pass-Through Expenses

Client shall pay Provider's reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.

Invoicing Requirements

Provider shall deliver to Client a monthly invoice in advance of the following calendar month. Each invoice generally will include (1) the Service Fees owed for that month, (2) any known Pass-Through expenses for which Client is responsible, and (3) any other applicable charges or fees for the immediately preceding month and other preceding months, including adjustments to the Service Fees or charges for additional work performed beyond the scope of the Quotes.

Payment Terms

Client shall pay the full amount set forth on any invoice as owed to Provider within thirty (30) days of its receipt of that invoice. Client shall pay a late charge of one and one half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within ten (10) days following Client's due date of that invoice (the "Payment Deadline"). If Client disputes in good faith all or any portion of the amount due on any invoice, or if Client otherwise requires any adjustment to an invoiced amount, Client must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. The parties shall use their reasonable best efforts to resolve the dispute prior to the Payment Deadline. However, if the parties are unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount to Provider by the Payment Deadline. If it is ultimately determined that the disputed amount should not have been paid by Client to Provider, Provider shall apply a credit equal to that amount on Client's next invoice.

Suspension of Service

If Client fails to pay all amounts owed to Provider under this Managed Services Agreement when due, then upon at least ten (10) days prior written notice to Client, and in addition to any other remedies available at law or in equity, Provider may suspend Services under this Managed Services Agreement until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Provider, Provider shall restore the Services after validating that all components to be monitored and/or managed under any applicable

Quote comply with Provider's level of security, updates, and best practices. Prior to reactivation of the Services, Client shall pay a "Reactivation Fee" for such restoration equal to \$250.00. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this Managed Services Agreement for non-payment or to recover damages for non-payment.

Taxes

All charges and fees to be paid by Client under this Managed Services Agreement are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. Client is responsible for the payment of any and all such taxes.

TERM AND TERMINATION

Term

This Managed Services Agreement commences on the Managed Services Agreement Effective Date and will remain in effect until either party modifies or terminates it, as permitted below.

Termination

This Managed Services Agreement shall remain in full force and effect for a one-year period following the Effective Date (the "Initial Term"). Unless Client terminates this Managed Services Agreement in writing at least thirty (30) days prior to the end of the Initial Term, this Managed Services Agreement shall automatically be renewed for another one-year period (each, a "Renewal Term") (each Renewal Term together with the Initial Term shall be known as the "Term"). Unless Client terminates this Managed Services Agreement in writing at least thirty (30) days prior to the end of any Renewal Term, this Managed Services Agreement shall automatically be renewed for another Renewal Term. Termination of this Managed Services Agreement does not excuse Client's payment for Services provided, and does not excuse performance of any other obligations hereunder.

INDEPENDENT CONTRACTOR

Unless otherwise agreed, Provider will perform all Services solely in Provider's capacity as an independent contractor and not as an employee, agent or representative of Client.

INTELLECTUAL PROPERTY RIGHTS

Client Works

Any original work, regardless of medium, that Provider delivers to Client and that does not consist of modifications to an existing Provider Work (as defined below) is a "Client Work," is to

be deemed a “work made for hire” under U.S. law, and is the sole, exclusive property of Client, except for the following items, which do not constitute Client Works:

- Software, including but not limited to any proprietary code, source code and object code, that is subject to third-party license agreements;
- Those portions of any deliverable consisting of information in the public domain;
- Those portions of any deliverable consisting of generic ideas, concepts, business know-how and work processes, and techniques within the computer design, support and consulting business generally; and
- Those portions of any deliverable consisting of general computer consulting knowledge and information Provider had or acquired during the performance of its Service for Client, not including any proprietary business information of Client, conveyed to Provider by Client.

To the extent any Client Work may be deemed not to be a “work made for hire” under applicable law, Provider hereby irrevocably assigns and conveys to Client all of its copyright in that Client Work. Provider further hereby irrevocably assigns to Client all of its’ patent, copyright, trade secret, know-how and other proprietary and associated rights in any Client Work.

License to Client Works

Client hereby grants Provider a limited, non-exclusive, revocable, royalty-free license to use any Client Works for Provider’s internal business purposes.

Provider Works

Any writing or work of authorship, regardless of medium, created or developed by Provider or Client in the course of performance under this Agreement and related to existing works owned by Provider is a “Provider Work,” is not to be deemed a “work made for hire,” and is and will remain the sole, exclusive property of Provider. To the extent any Provider Work for any reason is determined not to be owned by Provider, Client hereby irrevocably assigns and conveys to Provider all of its copyright in such Provider Work. Client further hereby irrevocably assigns to Provider all of its’ patent, copyright, trade secret, know-how and other proprietary and associated rights in any Provider Work.

License to Provider Works

Provider hereby grants Client a limited, non-exclusive, revocable, royalty-free license to use any Provider Works for Client’s internal business purposes.

PROVIDER-SUPPLIED EQUIPMENT

Sales

“Equipment” means any computer equipment, racking, or associated hardware or other equipment (if any) delivered by Provider and used at Client’s location to facilitate the delivery of Services to Client. Generally, Provider will only supply Equipment to Client via a purchase and sale arrangement.

- a. Client bears all risk from the time that the Equipment has been delivered to the freight carrier from the point of shipment. Client pays all shipping, handling, and insurance for the Equipment to the delivery location.
- b. Client agrees to provide a suitable location for installation, including any necessary electrical power outlets and HVAC required for the Equipment as provided by the manufacturer, and shall assume all applicable installation charges.
- c. Title to the Equipment vests in Client upon receipt by carrier. Client grants a security interest to Provider in the Equipment and all proceeds thereof until Provider is paid in full by Client.
- d. Client will receive any applicable manufacturer’s warranty directly from the manufacturer, and Client waives any warranty claim against Provider.

Trial or Rental

- a. Provider is and will remain the sole owner of any Equipment provided by. This Managed Services Agreement transfers to Client no Equipment ownership rights of any kind.
- b. Provider has and will retain sole discretion to determine the appropriate Equipment and associated software, if any, to be used at Client’s location, provided that Provider’s determination does not materially impair the availability or delivery of services under this Managed Services Agreement. Provider also has and will retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Equipment.
- c. Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are the exclusive remedies of Client with respect to such Equipment. In the event of an Equipment malfunction, Provider will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the Equipment in use at Client’s location.
- d. Client shall take reasonable care of the Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. Client is responsible for all damage to or loss of the Equipment used at Client’s location, other than loss or damage caused by Provider’s employees or contractors. In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name Provider as an insured beneficiary with respect to the Equipment. Upon demand by

Provider, Client shall produce evidence to Provider that such insurance is being maintained and is valid.

- e. Client is responsible for providing the necessary power, network connection and appropriate environment to support the Equipment.
- f. Client shall not remove any sign, label or other marking on the Equipment identifying Provider as the owner of the Equipment. Client does not acquire and will not acquire any rights of ownership in the Equipment by virtue of this Managed Services Agreement, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Equipment or any equipment at Provider's data centers.
- g. Upon acceptance of any Quote pursuant to which Provider delivers Equipment to Client, Client shall allow Provider and its employees and contractors reasonable access to Client's premises to remove the Equipment.

PROVIDER-SUPPLIED SOFTWARE

"Software" means all and any software installed on the Equipment or provided by Provider to Client for installation on Client's computer equipment.

This Managed Services Agreement does not transfer any right, title, or interest in the Software to Client. Client's use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to Client upon request.

Client shall not, and shall not permit any third party, to:

- distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify or copy the Software or any part thereof,
- provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

Each party and its employees or agents may be exposed to or may acquire information that is proprietary or confidential to the other party. Each party shall hold such "Confidential Information" in strict confidence and shall not disclose any such information to any third party. Confidential Information includes but is not limited to: (a) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs,

business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Client; (b) any business plans and financial information of the other party; and (c) any information labeled as “confidential,” all regardless of whether such information would be protected under the common law.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

Confidential Agreement

No copy of this Managed Services Agreement, Quotes, discussions, negotiations, terms or conditions, pricing, or any other information relating to this Managed Services Agreement may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

Information Releases

Notwithstanding the preceding provisions, Provider may publicly refer to Client, orally and in writing, as a Client of Provider. Any other reference to Client by Provider may be made only pursuant to a written agreement between the parties.

CUSTOMER COVENANTS AND OBLIGATIONS

Software Licensing

Client represents that it has title to or license or rights to use or modify and has license or rights to permit Provider to use, access or modify any software that Client has requested Provider use, access or modify as part of the Services.

Provider Access

Client shall supply Provider necessary access to its personnel, appropriate documentation and records and facilities in order for Provider to timely perform the Services.

PROVIDER REPRESENTATIONS

Service Warranty

Provider warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of any applicable Quote. All Services will be deemed to be accepted unless Client notifies Provider in writing within ten (10) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

RESILIENCY GUARANTEE

AirGuard's Resiliency Guarantee

In the event Client suffers the unauthorized access by a third party to the operating system of a Covered Device that results in the malicious exfiltration, destruction, and/or irreversible encryption of customer data with a value of over \$5,000 (a "Cyber-Incident") while using the Managed Services, Provider commits to restore Client's Covered Devices to functionality (the "Resiliency Guarantee").

Scope and Requirements for Resiliency Guarantee

Pursuant to the Resiliency Guarantee, in the event a Covered Device (as defined herein) experiences a Cyber-Incident during the Term, Provider will provide Client with the labor of its own personnel or contractors at no additional cost to Client in an amount up to the quantity specified in the Quote to restore the affected Covered Device to be operational. Any additional labor in an amount above the limits set forth in the Quote shall be at Client's cost. While Provider will make best efforts to restore the Client's data, Provider's sole guarantee and Client's sole remedy is the labor to restore the Covered Device to be operational. Any travel or other out-of-pocket costs will remain the responsibility of the Client. Provider will not cover the costs for any other service provider, and any act by Client to engage another provider will irrevocably void this Resiliency Guarantee. Provider will not be responsible for any cost that results from the negligent or intentional acts or omissions of Client.

Client must notify Provider of a Cyber-Incident in writing within 48 hours of when Client discovers or should have reasonably discovered the Cyber-Incident or waive any rights under the Resiliency Guarantee. In addition, Client shall meet all of the following requirements:

- Client shall make available to Provider any personnel necessary to perform the work, as well as any facilities, systems, materials, technology, tools, and internal technical support;

- Client shall act promptly in communicating with Provider and making any necessary decisions for Provider to perform the work;
- Client shall comply with all reasonable requests made by Provider during its work.

This Resiliency Guarantee only applies to Covered Devices. When Client begins use of the Managed Services, Client shall provide Provider with a list of users who will be using the Managed Services (the “Covered Users”). Each Covered User will be entitled to use the Managed Services on a certain number of devices, as set forth in the Quote. Client shall provide Provider with a list of all such devices (the “Covered Devices”). On a monthly basis, Provider shall send Client a written statement of all current Covered Users and Covered Devices. In the event Client wishes to change the list of Covered User or Covered Device, Client shall provide Provider with written notice of the change, which change shall be effective within five (5) business days from such written notice of change. Ransomware resilience guarantee does not extend to attacks resulting from vulnerable end-of-life or end-of-support machines nor Customer’s negligence in approving replacement or upgrade of insecure platforms at the request of Provider.

DISCLAIMER OF WARRANTY

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the foregoing, Provider shall not be liable for any damages resulting from the use or inability to use its services, reliance on its services or on information obtained therefrom, interruptions of service, breach, compromise, cyber-incident, unauthorized access to any records, files, data, systems, or other assets, valuables and resources; errors, defects, viruses, malware, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct by Provider, Provider shall not be liable for any direct damages resulting from the loss of any of Client's data or third party data, breach of security or loss of privacy of data on Client's systems or third party systems that may occur on systems installed, serviced, and/or managed by Provider, or any direct or indirect damages resulting therefrom; the malfunction, performance or compromise of any system, network or other resource related to or associated with in any capacity or by any theory with Provider services, and any Client or third party damages, claims, losses or expenses resulting therefrom; any personal injury (whether of a physical or psychological nature) or death of any person, whether associated with Client or otherwise, that may in any capacity or by any theory be associated with services provided by Provider, and any Client or third party damages, claims, losses or expenses resulting therefrom.

NO HIRING

Throughout the term of this Managed Services Agreement and for a period of one year after the termination or expiration of this Managed Services Agreement, Client and Provider shall not employ, solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee of the other, without the prior written consent of the other. Both parties acknowledge that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event either party violates this provision, that party shall pay as liquidated damages to the other an amount equal to 100% of the affected employee's total annual compensation as of the last date that individual was employed by the aggrieved party. The amount of such liquidated damages is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

INDEMNIFICATION

By Client

Client shall defend, indemnify and hold Provider harmless against all costs and expenses, including attorney's fees, associated with the defense or settlement of any claim that:

- Provider's use, access or modifications of any software that Client has requested Provider use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Client's use of any Services in violation of any provisions of, or Client representations in, the Quotes under which Provider provides such Services to Client violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right.

Client further shall pay any judgments or settlements based on any such claims.

LIMITATION OF LIABILITY

Provider is not to be held liable for any loss, damage, or expense to Client except if caused by the intentional or willful acts of Provider. In addition, Provider's liability under this Agreement is limited to the amount of Monthly Service Fees paid by Client to Provider during the past six (6) months of service under this Provider Master Sales & Services Agreement (excluding amounts paid under any Pre-Paid Support Agreement(s)). Under no circumstance is Provider liable for the acts of third parties.

IN ADDITION, IN NO EVENT IS PROVIDER OR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, CONTRACTORS, CONSULTANTS,

SUPPLIERS, AFFILIATES, INSURERS, OR THEIR RESPECTIVE SUCESSORS AND ASSIGNS, TO BE HELD LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, LOST PROFITS, IMPAIRED GOODWILL, INTANGIBLE LOSSES, DELAY, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

CLIENT HAS READ THE TERMS OF THIS PROVISION AND AGREES THAT IT IS REASONABLE AND NECESSARY FOR PROVIDE TO PROVIDE THE SERVICES

INSURANCE

During the Term of this Agreement, each party will maintain, at its own expense, commercial general liability insurance with policy limits of not less than One Million Dollars (US \$1,000,000.00) per occurrence. Client's insurance shall be primary over Provider's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors and employees. Managed Services are not a substitute for Client's maintenance of cyber errors and omissions insurance, and it is recommended that Client maintain a sufficient quantity of insurance.

GENERAL

Notices

Except as otherwise provided under this Managed Services Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth below:

If to Provider, to:

MePush, LLC.

251 Little Falls Drive

Wilmington, DE 19808

If to Client, to:

Attn: _____

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Force Majeure

Neither party is liable for any delay or failure in performance due to any cause that is beyond such party's reasonable control and for which it is without fault or negligence (the "Affected Performance"). Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to this Managed Services Agreement or any affected Quote pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of this Managed Services Agreement or any applicable Quote relating to the Affected Performance. Client shall pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this Managed Services Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests and obligations under this Managed Services Agreement without the consent of Client in the event of a change in control of Provider, the sale of substantially all the assets of Provider or the restructuring or reorganization of Provider or its affiliate entities. This Managed Services Agreement is binding upon the parties, their successors and permitted assigns.

Survival

The duties and obligations of the parties with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Managed Services Agreement.

Amendment

This Managed Services Agreement may be modified or amended by Provider through written notice to Client.

Governing Law, Dispute Resolution, Limitation of Claims

This Managed Services Agreement is to be governed by and construed in accordance with the laws of the State of Delaware. Any action arising out of or to enforce this Managed Services Agreement shall be brought exclusively in the courts located in the State of Delaware, County of New Castle (the “Chosen Courts”). The parties waive any other choice of venue. Any action arising under this Managed Services Agreement must be brought within six (6) months after its accrual. The prevailing party in any action arising out of or to enforce this Managed Services Agreement shall be entitled to recover its attorneys’ fees and costs. No claims to be resolved may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim. Provider and Client both irrevocably waive any right for any dispute to be brought, heard, decided, or arbitrated as a class and/or collective action, including those by Contractor against any Client (the “Class Action Waiver”).

Severability

If any term or provision of this Managed Services Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties’ intention underlying the invalid term or provision. For the avoidance of doubt, the only courts with the competent jurisdiction are the Chosen Courts.

Entire Agreement

This Managed Services Agreement and the Quotes set forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no understandings, representations or agreements other than those set forth herein and in the Quotes. Each party, along with its respective legal counsel, has had the opportunity to review and modify this Managed Services Agreement, and to consult with counsel of choosing to the extent desired. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

SIGNATURE PAGE

Signature

Print Name

Date