

MASTER SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “Agreement” is entered into by and between Airiam MDT LLC. LLC. (“Provider”) and the entity or organization who is using the Services (provided by Provider (the “Client”) together, the “Parties” and each, individually, a “Party”) as of the date of Client’s electronic acceptance of this Services Agreement or the date that Client first uses the Services (the “Effective Date”). The parties agree as follows:

I. Statement of Services

- A. SOWs/Proposals/Quotes The services to be delivered by Provider and the fees for those services are described in one or more service Scopes of Work, proposals, or quotes (“SOW”), which are incorporated by reference. The services to be provided under the SOWs are known herein as the “Services.” The SOWs identify the terms and conditions applicable to particular Services. Except for Supplemental Services, and unless otherwise agreed in writing, the services delivered by Provider are limited to those Services described in the SOWs. In the event of any conflict between the terms of a SOW and the terms of this Services Agreement, the terms in the SOW control. By signing a SOW, Client also agrees to this Services Agreement or the SOW shall be null and void.
- B. “Supplemental Services” are limited services and/or equipment Client may need on a “one-off” or emergency basis that are not included within the scope of the Services described in the SOWs. 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, through a SOW. Provider has no obligation to determine the need for or to provide any Supplemental Services unless it expressly agrees to do so, and may require additional payment or Client to agree to additional conditions for the performance of any Supplemental Services. All Supplemental Services are provided on an “as-is” basis and include no warranties of any kind, express or implied.
- C. Change Procedure If Client wishes to implement changes to Services during the term of an applicable SOW, 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 Services Agreement and any applicable SOW. No changes in any SOW will be effective until Provider receives such a Client-signed evaluation of a written change request.

II. Fees for Services

- A. Fees for Services are set forth in SOWs. Any services performed outside the scope set forth in the relevant SOW(s) will be at Provider’s then-current time and material rates unless otherwise agreed in writing. Unless a SOW is for a period of less than one (1) calendar year, the price for all services shall be increased by 5% on each one-year anniversary of the SOW.
- B. 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. If the cost to Provider increases over time, Provider may still invoice the increased amount at cost to Client.
- C. 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 SOWs.

MASTER SERVICES AGREEMENT

- D. 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.
- E. Taxes: All charges and fees owed by Client under this 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.
- F. Service Suspension: If Client fails to pay all amounts owed to Provider under this 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 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 SOW 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 Services Agreement for non-payment or to recover damages for non-payment.

III. Term and Termination

- A. General: This Services Agreement commences on the Effective Date and will remain in effect until either Party modifies or terminates it, as permitted below.
- B. Term and Renewals: Unless set forth in the SOW, this Services Agreement shall remain in full force and effect for a three-year period following the Effective Date (the "Initial Term"). Unless Client terminates this Services Agreement in writing at least ninety (90) days prior to the end of the Initial Term, this 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 Agreement in writing at least ninety (90) days prior to the end of any Renewal Term, this Services Agreement shall automatically be renewed for another Renewal Term. Termination of this Services Agreement does not excuse Client's payment for Services provided, and does not excuse performance of any other obligations hereunder.

IV. Relationship of the Parties and Intellectual Property Rights

- A. Independent Contractors: 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.
- B. License to Use Client Work: Client hereby grants Provider a limited, non-exclusive, revocable, royalty-free license to use any Client Works for Provider's internal business purposes. For purposes of this Services Agreement, a Client Work is 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)
- C. Provider Work: Any writing or work of authorship, regardless of medium, created or developed by Provider or Client in the course of performance under this Services 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

MASTER SERVICES AGREEMENT

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 irrevocably assigns to Provider all of its' patent, copyright, trade secret, know-how and other proprietary and associated rights in any Provider Work.

V. Provider-Supplied Equipment, Software, Professional Services

A. Definitions and Scope:

1. "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.
2. "Professional Services" means any services provided by employees, consultants, or contractors of Provider to a Client, including (without limitation) consulting services.
3. "Software" means all and any software installed on the Equipment or provided by Provider to Client for installation on Client's computer equipment.

B. Parameters of Equipment Sales

1. Any sale of Equipment from Provider to Client shall be the subject of a SOW.
2. 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.
3. 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.
4. 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.
5. 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.
6. Client will receive any applicable manufacturer's warranty directly from the manufacturer, and Client waives any warranty claim against Provider.

C. Parameters of Equipment Rentals or Trials

1. Any rental or trial of Equipment from Provider to Client shall be the subject of a SOW. Trials of Equipment shall require Client to execute a separate Trial Agreement.
2. Provider remains the sole owner of any Equipment provided by Provider. This Services Agreement transfers to Client no Equipment ownership rights of any kind.
3. 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 Services Agreement. Provider also has and will retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Equipment.

MASTER SERVICES AGREEMENT

4. 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.
5. 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.
6. Client is responsible for providing the necessary power, network connection and appropriate environment to support the Equipment.
7. 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 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.
8. Upon acceptance of any SOW 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.

D. Parameters of Provider-Supplied Professional Services

1. All Professional Services provided by Provider to Client shall be the subject of a SOW, which shall set forth the Professional Services to be provided, as well as the location of the provision of the Professional Services.
2. Professional Services shall be provided in a workmanlike manner, in accordance with generally accepted practices and procedures. Client shall perform any obligations in order to allow the Professional Services to be completed in a timely and quality manner.
3. Client shall provide a safe workplace for provision of any on-site Services by Provider.

E. Parameters of Provider-Supplied Software

1. All Software supplied by Provider to Client shall be the subject of a SOW. Trials of Software shall require Client to execute a separate Trial Agreement.
2. 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.
3. Client shall not, and shall not permit any third party, to: (a) 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; (b) provide, rent, sell, lease or otherwise transfer the Software or any

MASTER SERVICES AGREEMENT

copy or part thereof or use it for the benefit of a third party, or (c) 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.

VI. Non-Disclosure and Confidentiality

- A. Confidential Information: 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. Confidential Information does not include (a) information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise; (b) 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; or (c) information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party.
- B. Obligations to Safeguard and Protect 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.
- C. License for Advertising: 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.

VII. Client Obligations and Covenants

- A. Covered Users: When Client begins use of the Services, Client shall provide Provider with a list of users who will be using the Services (the “Covered Users”). Each Covered User will be entitled to use the Services on a certain number of devices, as set forth in the SOW. 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.
- B. Lawful Purpose: Client will comply with all applicable federal, state or local laws and ordinances at all times during the Term. In addition to any other remedies available to Provider, Provider may terminate provision of all Services if it reasonably believes Client is not in compliance with any applicable federal, state or local laws.
- C. Non-Solicitation: During the Term and for a period of one year after the termination or expiration of this Services Agreement, Client 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 Provider without Provider’s express written consent. 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 quantum of damages resulting from such breach. Therefore, in the event Client violates this provision, in addition to any other remedies that may be available to Provider, Client 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 Provider. 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.

MASTER SERVICES AGREEMENT

- D. Provider Access: Client shall supply Provider necessary access to its personnel, documentation, records, and facilities in order for Provider to timely perform the Services.
- E. 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.

VIII. Disclaimers, Indemnification, Insurance, Limitations

- A. Disclaimers: 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.
- B. Indemnification: 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: (1) 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 (2) Client's use of any Services in violation of any provisions of, or Client representations in, the SOWs 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.
- C. Insurance: During the Term of this Services 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. The 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. Client shall provide written proof of insurance upon Provider's request.
- D. 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 Services 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 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, CONTRACTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, CONSULTANTS, SUPPLIERS, AFFILIATES, INSURERS, OR THEIR RESPECTIVE SUCCESSORS 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,

MASTER SERVICES AGREEMENT

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 PROVIDER TO PROVIDE THE SERVICES

IX. Resiliency Guarantee for AirGuard Clients

- A. AirGuard Resiliency Guarantee: If Client has purchased AirGuard, a “Covered Client” may be covered by the Resiliency Guarantee, as set forth in the applicable SOW. In the event a Covered 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 Services, Provider commits to restore the Covered Client’s Covered Devices to functionality (the “Resiliency Guarantee”). No Client is eligible for the Resiliency Guarantee other than a Covered Client, as set forth in the SOW.
- B. 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 the Covered 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 SOW to restore the affected Covered Device to be operational. Any additional labor in an amount above the limits set forth in the SOW shall be at the Covered Client’s cost. While Provider will make best efforts to restore the Covered Client’s data, Provider’s sole guarantee and Covered 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 Covered Client. Provider will not cover the costs for any other service provider, and any act by Covered 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 Covered Client.
- C. Obligations of a Covered Client for Resiliency Guarantee: Covered Client must notify Provider of a Cyber-Incident in writing within 48 hours of when Covered Client discovers or should have reasonably discovered the Cyber-Incident or waive any rights under the Resiliency Guarantee. Covered Client must also meet all of the following requirements: (1) Covered 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; (2) Covered Client shall act promptly in communicating with Provider and making any necessary decisions for Provider to perform the work; and (c) Covered Client shall comply with all reasonable requests made by Provider during its work.
- D. Limitations on Resiliency Guarantee: This Resiliency Guarantee only applies to Covered Devices. When Covered Client begins using the Services, Covered Client shall provide Provider with a list of users who will be using the Services (the “Covered Users”). Each Covered User will be entitled to use the Services on a certain number of devices, as set forth in the SOW. Covered Client shall provide Provider with a list of all such devices (the “Covered Devices”). On a monthly basis, Provider shall send Covered Client a written statement of all current Covered Users and Covered Devices. In the event Covered Client wishes to change the list of Covered User or Covered Device, Covered 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. The Resiliency Guarantee does not extend to attacks resulting from vulnerable end-of-life or end-of-support machines nor Covered Client’s negligence in approving replacement or upgrade of insecure platforms at the request of Provider.

X. General and Miscellaneous Provisions

- A. Governing Law, Dispute Resolution, Limitation of Claims: This 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 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 Services Agreement must be brought within six (6) months after its accrual. If Provider prevails

MASTER SERVICES AGREEMENT

in any action arising out of or to enforce this Services Agreement, Provider 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").

- B. Notices: Any SOW shall maintain a current physical and e-mail address for both Parties. All notices hereunder shall be in writing to the addresses set forth in the SOW, as updated from time to time. 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.
- C. Force Majeure: Provider shall not be liable for any damages caused by delay in rendering performance of the Services hereunder arising from any cause beyond the reasonable control of Provider, or as a result of strikes, work stoppages, shortages of material or equipment, delays by vendors riot, war, fire, flood, disease, or other disaster, or failure of equipment or programs not developed by or out of the control by Provider.
- D. 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.
- E. Assignment and Survival: Neither party may assign this 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 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 Services Agreement is binding upon the parties, their successors and permitted assigns. 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 Services Agreement.
- F. Amendment: Provider may update this Agreement from time to time. The most current version shall be posted on Provider's website, and Client shall periodically check Provider's website to review and save the latest version.
- G. Severability: If any term or provision of this 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 shall be replaced by valid terms and provisions that most fulfill the parties' intention underlying the invalid term or provision. For the avoidance of doubt, the only courts with such jurisdiction are the Chosen Courts.
- H. Entire Agreement/Merger: This Services Agreement and the SOWs 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 SOWs. Any prior agreements between the parties are superseded unless otherwise set forth in SOWs.
- I. Advice of Counsel, Construction: Each Party, along with its respective legal counsel, has had the opportunity to review and modify this 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.