

MANAGED SERVICES AGREEMENT

This Managed Services Agreement (“Agreement”) is entered into by and between IT In Demand, Inc. (“Consultant”) and the customer identified in the applicable quote, order form, statement of work, proposal, service schedule, invoice, or other service document, whether in hard copy or electronic, which has been accepted by Consultant, or for whom Consultant provides services, support, and/or products (“Customer”).

1. Acceptance of Agreement. By completing or signing a quote, order form, statement of work, proposal, service schedule, invoice, or other service document, whether hard copy or electronic (“Work Order”) that expressly references this Agreement, or by otherwise providing written or electronic acceptance to the terms of this Agreement, Customer agrees to be bound by this Agreement. Any person accepting this Agreement or any related service document on Customer’s behalf represents that they have the authority to bind Customer.
2. Services.
 - A. Consultant will provide the managed IT and related services, product installation, technical support, and/or software planning and design services requested by Customer and accepted by Consultant in one or more Work Orders agreed to by the parties (the “Services”).
 - B. The specific scope, service levels, assumptions, exclusions, and deliverables for the Services will be stated in the applicable Work Order.
 - C. Unless expressly included in a signed Work Order, the Services do not include data reconstruction, forensic investigation, legal or regulatory compliance advice, compliance audits, custom software development, cabling or construction work, remediation of pre-existing issues, or support for unsupported systems. Any change to project scope, timing, assumptions, equipment, or requirements must be approved in writing and may change pricing, timing, and resource availability. Consultant may pause changed work until the parties agree on the updated scope, fees, and schedule.
 - D. Customer will not provide regulated data or require Consultant to perform services subject to special legal or industry requirements, including HIPAA, PCI-DSS, GLBA, CJIS, ITAR, or similar regimes, unless the parties expressly agree in a signed written addendum describing those requirements. Customer is responsible for identifying any such requirements before Services begin.
3. Term; Termination; Suspension of Services.
 - A. This term of this Agreement begins upon Customer’s completion of Consultant’s Work Order, or other document having clicked “I have read and agree to the Managed Services Agreement,” and continues until terminated in accordance with this Section. Each Work Order or other service document begins on its stated date

and continues for the initial term stated in that Work Order or service document. Unless Work Order states otherwise, each such form will automatically renew for successive monthly renewal terms.

- B. Consultant may suspend or limit the Services immediately if (i) Customer's use poses a security, legal, or operational risk; (ii) Customer materially breaches this Agreement; (iii) suspension is required by law or a third-party provider; or (iv) Customer fails to pay undisputed amounts when due after any applicable notice and cure period.
- C. Either party may terminate this Agreement for any reason upon 60 days prior written notice to the other party.
- D. Either party may terminate this Agreement for material breach if the other party does not cure the breach within 15 days after written notice.
- E. Either party may terminate this Agreement immediately upon written notice if the other party (i) becomes insolvent, (ii) ceases doing business in the ordinary course; (iii) makes an assignment for the benefit of creditors, or (iv) becomes subject to a bankruptcy, receivership, liquidation, or similar proceeding that is not dismissed within 60 days.
- F. Upon expiration or termination Customer will pay all amounts due to Consultant. Consultant may provide reasonable transition or offboarding assistance at Customer's request and at Consultant's then-current rates. Customer remains responsible for any amounts billed after notice of termination or after termination if those amounts relate to periods before termination, services billed in arrears, final usage charges, third-party charges, expenses, or non-cancellable commitments. Consultant may require payment of all outstanding amounts before providing transition assistance, data export, migration support, documentation, or vendor-transfer assistance. Upon Customer's written request and payment of all outstanding amounts, Consultant will provide or transfer administrative credentials in Consultant's possession, except for credentials to Consultant-owned tools, systems, platforms, or accounts.

4. Fees, Products, and Expenses.

- A. All payments are due upon receipt or as noted in the applicable Work Order or other service-related document. Customer must notify Consultant in writing of any invoice dispute within 30 days after the invoice date, describe the disputed amount and the reason for the dispute, and pay all undisputed amounts when due. Any invoice amount not disputed within that 30-day period will be deemed accepted. Unless otherwise stated in the applicable Work Order or other service-related document, support agreements, managed services, recurring monthly services, subscriptions, licenses, cloud services, security products, backup products, monitoring products, and other recurring products or services will be billed monthly

in advance and paid by automatic payment. Consultant may also bill certain services, usage-based charges, expenses, project work, hourly work, third-party charges, and pass-through costs in arrears. Customer must pay all amounts billed in arrears, including any final invoice issued after notice of termination or after the effective termination date, so long as the charges relate to Services performed, products ordered, expenses incurred, or commitments made before termination. The Customer will pay Consultant the fee(s) set forth therein within 15 days of the invoice date identified and every month thereafter for all Services provided by Consultant that are not subject to automatic payment or another stated payment schedule. Unless the applicable service document states otherwise, recurring monthly fees are not prorated for partial months, including the month in which termination becomes effective.

- B. Consultant shall have the right to change the fee once each year, effective with the next renewal date, provided that the change is not an increase of more than five percent (5%) of the then-current fee. This limit does not apply to changes in third-party vendor pricing, licensing costs, taxes, shipping, hardware, software, cloud services, subscriptions, or other pass-through costs, which may be charged to Customer as they are incurred or as the vendor changes them.
- C. Customer is responsible for the payment of any taxes assessed in connection with the services provided and any payments due under this Agreement except for any tax based solely on Consultant's net income.
- D. Any payment received after 15 days of an invoice date shall incur a late fee of 10% per month for each month or partial month for which payment has not been timely made. If an automatic payment fails, is declined, is reversed, or cannot otherwise be processed for any reason, the unpaid amount will be treated as past due as the original due date. Customer is responsible for any returned payment, chargeback, processing, or similar fees incurred by Consultant.
- E. Customer is responsible for the payment of any sales tax assessed in connection with payments due under this Agreement. Customer agrees to pay all costs incurred by Consultant in collecting any sums due, including reasonable attorney's fees.
- F. All support agreements, managed services agreements, recurring monthly services, and recurring products are required to be set up for automatic payment unless Consultant agrees otherwise in writing. Customer authorizes Consultant to charge Customer's payment method on file for all recurring charges, including support agreements, monthly managed services, recurring products, subscriptions, licenses, cloud services, security services, backup services, monitoring services, taxes, approved expenses, and any other amounts due under this Agreement or any related Work Order or other service document. This authorization also applies to amounts billed in arrears, final invoices, unpaid balances, non-cancellable third-party commitments, pass-through charges, and other amounts that become due after notice of termination or after the effective termination date. To setup, please reach

out to billing@itindemand.com. These options are available through IT In Demand's payment portal. Automatic payments will be enabled for the payment on file as per this agreement or sub agreement. The Customer can manage their default payment method or change the method in the payment portal or by contacting the billing department at billing@itindemand.com. It is the Customer's responsibility to setup and maintain automatic payments. Customer must keep a valid payment method on file at all times during any active support agreement, recurring service, or recurring product subscription and until all final invoices and outstanding amounts are paid in full. Updating or removing a payment method does not cancel any Service, product, subscription, or payment obligation. Customer accepts and agrees that Consultant reserves the right to disconnect products and services provided by IT In Demand after 60 days of non-payment; provided, however, that the foregoing shall not limit the Consultant's right to terminate this Agreement sooner in accordance with Section 3.

- G. Product returns are subject to vendor approval. Approved returns must be in good condition, in original packaging, and include all manuals, accessories, and other included materials. Customer is responsible for applicable shipping, handling, restocking, and vendor charges. Opened software, activated licenses, subscriptions, custom items, and special-order items are not returnable unless the vendor allows it.

5. Reimbursements.

- A. Customer shall reimburse Consultant for any and all reasonable expenses incurred in the performance of the services under this Agreement. Consultant will not incur an expense in excess of \$250 without prior authorization of Customer. Authorized expenses shall be billed to Customer, and Customer shall pay these billings within 15 days of the date such services were rendered.
- B. In addition, Consultant may require advance payment or a deposit for hardware, software, licensing, cloud subscriptions, special-order products, and project work. Consultant will not purchase hardware, software, licensing, subscriptions, cloud resources, or other products on Customer's behalf without Customer's written or otherwise authorized approval. Once approved and ordered, those items are non-cancellable and non-refundable except to the extent the applicable vendor allows cancellation, return, or credit.
- C. All reimbursements shall be itemized on the Customer's invoice and shall be payable in accordance the same terms as set forth in Section 5 above.
- D. Upon termination of this Agreement, Consultant will be reimbursed for all reasonable costs and noncancellable commitments incurred in performing the Services that Customer has not yet paid.

6. Customer Responsibilities, Obligations, and Warranties.

- A. Customer will provide Consultant with timely access to Customer's personnel, systems, accounts, facilities, networks, software, documentation, and information reasonably required for Consultant to perform the Services.
 - B. Customer will maintain valid licenses, subscriptions, warranties, and vendor support for all Customer-provided software, hardware, cloud services, and third-party systems unless the parties otherwise agree.
 - C. Customer is responsible for the accuracy and legality of Customer's data and representations and for the acts and omissions of its employees, agents, contractors, and end users.
 - D. Customer will promptly notify Consultant of suspected security incidents, unauthorized access, outages, material system changes, and any other issue that could affect the Services.
 - E. Customer will not use or permit others to use the Services to (i) violate applicable law, (ii) infringe or misappropriate intellectual property or privacy rights, (iii) transmit malicious code, (iv) attempt unauthorized access, (v) interfere with system integrity or security, (vi) send unlawful spam or abusive communications, or (vii) engage in activity that material disrupts the Services or Consultant's systems.
 - F. Customer will maintain reasonable security controls for its environment, including multi-factor authentication where available, strong password practices, user security awareness training, timely approvals for security recommendations, prompt installation of updates approved for Customer systems, and prompt reporting of suspected incidents. Customer is responsible for protecting user accounts, passwords, authentication methods, access tokens, and administrator credentials, and for all activity performed using Customer credentials, unless caused by Consultant's breach of this Agreement.
 - G. If Services are performed on-site, Customer will provide timely site access, required escorts, workspace, parking or building access information, and a safe work environment. Customer is responsible for site conditions, permits, approvals, hazardous materials, and restrictions that may affect the work. If Consultant cannot access the site or safely perform the work because of Customer delay, unsafe conditions, or missing information, Consultant may charge for the visit and reschedule the work.
7. Third-Party Products and Services. The Services may involve third-party hardware, software, telecommunications, hosting, cloud, backup, cybersecurity, or other vendor products and services (collectively, "Third-Party Services"). Third-Party Services are subject to the applicable third-party terms, conditions, license restrictions, support terms, and pricing. Consultant may act only as a reseller, administrator, or intermediary for Third-Party Services. Customer is responsible for complying with all vendor terms, end user license agreements, renewal terms, audit requirements, true-up obligations, and support

requirements. Vendor pricing, licensing metrics, features, renewals, and availability may change without notice. Consultant is not responsible for delays, defects, outages, failures, vulnerabilities, end-of-life decisions, price changes, or other acts or omissions of third-party providers except to the extent directly caused by Consultant's breach of this Agreement. Consultant is not required to support systems or services that are unsupported, obsolete, unlicensed, out of warranty, past end-of-life, or past end-of-support, although Consultant may choose to assist on a best-efforts basis at additional cost. Consultant shall not be responsible for failures, outages, security incidents, data loss, compatibility issues, or performance problems caused by obsolete, unsupported, undocumented, improperly configured, or previously compromised systems that existed before Services began. Consultant may also require Customer to replace or upgrade hardware, software, licenses, or services that are obsolete, unsupported, out of warranty, past end-of-life, or past end-of-support before Consultant continues affected Services.

8. Services and Support. Support hours, response targets, maintenance windows, escalation procedures, and exclusions may be stated in Work Orders and other service documents or communications. Unless otherwise expressly stated in an applicable Work Order or other service document, Consultant's standard business hours are Monday through Friday, 9:00 A.M. to 5:00 P.M., excluding holidays observed by Consultant. Support requests received outside standard business hours, including evenings, weekends, and holidays, are considered after-hours support. After-hours support is provided on a commercially reasonable, best-efforts basis and is subject to technician availability. Emergency support requested outside standard business hours will be billed at Consultant's then-current emergency or after-hours rates, including any applicable minimum billing requirements, unless those services are expressly included in Customer's managed services plan or other written agreement. Consultant will provide its current emergency service rates upon request. An "Emergency" generally means an event that causes a complete or substantial interruption of Customer's business operations or presents an immediate cybersecurity or operational risk, including a complete network or internet outage affecting the business, server failure or critical infrastructure outage, active ransomware, malware, or cybersecurity incident, loss of access to business-critical applications affecting multiple users, or any other issue Consultant reasonably determines requires an immediate response. Non-critical support requests submitted outside standard business hours may be scheduled for the next available business day. Customer must submit emergency requests through Consultant's designated emergency support contact method to help ensure timely routing and response. Otherwise, Customer must submit support requests through Consultant's designated support channels unless Consultant approves another method. Consultant may prioritize requests based on severity, business impact, number of affected users, and available information.

For work requiring an on-site visit, Customer must provide access to the affected equipment and an available contact during the service window. Consultant may charge for cancelled or missed appointments if Customer gives less than 24 hours' notice or does not provide required access. If Consultant performs wiring, WiFi, camera, access control, or similar installation work, Customer must provide accurate site information, floor plans if reasonably needed, permits, approvals, and coordination with building management.

Unless a signed service document states otherwise, pricing does not include permits, conduit, coring, wall or ceiling repair, removal of old cabling or equipment, hazardous material handling, union labor, or after-hours work. Unless expressly stated otherwise therein, response times and resolution goals are targets only and are not guarantees. Consultant is not responsible for delays or failures caused by Customer, Customer's vendors, missing information, lack of access, unavailable systems, inaccurate instructions, or delayed approvals. Any affected deadlines, response targets, or delivery dates will be extended as reasonably necessary. Response times, project schedules, service levels, and delivery dates depend on Customer providing timely approvals, access, credentials, information, and designated points of contact. Any delay caused by Customer or its vendors will extend the affected deadline, response target, service level, or delivery date as reasonably necessary. If Customer declines, delays, or fails to approve a documented security recommendation, Consultant is not responsible for losses, incidents, downtime, or other harm arising from the risks that recommendation was intended to reduce or prevent. Further, if Customer declines, delays, or fails to approve a documented security recommendation, Consultant is not responsible for losses, incidents, downtime, or other harm arising from the risks that recommendation was intended to reduce or prevent.

9. System Security. Consultant will use commercially reasonable administrative, technical, and physical safeguards appropriate to the Services. Customer acknowledges that no cybersecurity, monitoring, backup, or disaster recovery solution can guarantee prevention of all security incidents, outages, corruption, ransomware, data loss, or downtime. Security tools and services reduce risk but do not eliminate it, and Consultant does not guarantee that Customer will avoid ransomware, malware, phishing, credential compromise, unauthorized access, outages, corruption, data loss, or downtime. Unless expressly included in a Work Order, emergency incident response, forensic investigation, legal notification, regulatory reporting, insurance coordination, data restoration, system rebuilds, and recovery work are outside the Services and may be billed separately. If backup, business continuity, or disaster recovery services are included, those services will be provided only as described in the applicable Work Order or other service-related document from Consultant. Customer remains responsible for confirming that backup scope, retention periods, recovery objectives, and covered systems meet Customer's business, contractual, insurance, regulatory, and legal requirements. Backups may fail, data may be corrupted, and recovery may not be complete.

If Consultant reasonably believes an active or likely security threat exists and delay would increase risk, Consultant may immediately isolate devices, disable accounts, revoke credentials, block network traffic, suspend access, stop or limit Services, or take other reasonable protective actions. Consultant will use reasonable efforts to notify Customer as soon as practical.

Customer understands that cloud platforms do not automatically include comprehensive backup, retention, legal hold, point-in-time recovery, or disaster recovery. Cloud backup or retention services are included only if specifically identified in the applicable Work Order.

10. Independent Contractor. Consultant shall perform the Services as an independent contractor. Consultant is free to perform services for other parties while performing services for Customer. This Agreement does not create a partnership, joint venture, fiduciary, or employment relationship between the parties. Consultant may use employees, affiliates, subcontractors, vendors, and remote support providers to perform some or all of the Services.

11. Confidential Information.

A. Each party (a “Receiving Party”) may receive Confidential Information from the other party (a “Disclosing Party”). The Receiving Party will use the Disclosing Party’s Confidential Information only as necessary to perform or receive the Services and will use commercially reasonable methods to protect such Confidential Information.

B. The Receiving Party may disclose Confidential Information only to its employees, contractors, professional advisors, and services providers who have a need to know and are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

C. For purposes of this Agreement, Confidential Information includes, without limitation, proprietary information, technical data, trade secrets or know-how, such as research, products, services, processes, technology, marketing, or other business information. Confidential Information does not include information that (i) is or becomes public through no fault of the Receiving Party, (ii) was lawfully known by the Receiving Party without restriction before disclosure, (iii) is lawfully received from a third party without breach of duty, or (iv) is independently developed without use of the Disclosing Party’s Confidential Information.

D. A Receiving Party may disclose Confidential Information to the extent required by law, subpoena, or court order, provided it gives prompt notice to the Disclosing Party when legally permitted.

12. Customer Data. Customer grants Consultant a nonexclusive right to host, access, use, process, transmit, copy, and store its data as necessary to provide the Service, maintain security, prevent fraud, comply with law, enforce this Agreement, or as otherwise authorized by Customer. Customer represents that it has all rights and permissions necessary for Customer to process its data as contemplated by this Agreement. Customer is responsible for the legality, accuracy, content, licensing, and use rights for Customer data, software, email, websites, file shares, and other materials processed or hosted in connection with the Services. Unless otherwise required by law or stated in a signed service document, Consultant has no obligation to retain Customer data, backups, accounts, or configurations after termination and may delete them in the ordinary course after a reasonable transition period.

13. Intellectual Property of Consultant. Consultant retains all right, title, and interest in and to its services, tools, software, scripts, templates, documentation, processes, methods, know-how, automations, configurations, and all modifications and derivative works of the foregoing, whether developed before or during the term of this Agreement. To the extent Consultant delivers reports or other deliverables to Customer, Consultant grants a limited, non-exclusive, non-transferable license to use such deliverables for Customer's internal business in connection with the Services. Customer may not reverse engineer, decompile, disassemble, copy, modify, distribute, resell, sublicense, or create derivative works for Consultant's materials except as expressly permitted in writing. Network documentation, inventories, procedures, diagrams, configuration records, and similar materials created by Consultant are Consultant materials, except for Customer's underlying data and Customer-specific system information. Customer may use copies provided by Consultant for Customer's internal business purposes, but may not resell, publish, or provide them to third parties except as needed for Customer's internal IT operations.
14. Non-Solicitation of Consultant Personnel. If, during the term of this Agreement or for twelve months thereafter, Customer directly or indirectly retains the services (whether as an employee, independent contractor or otherwise) of any employee of Consultant (or ex-employee within three months of the employee's termination from Consultant) who has provided services to Customer on behalf of Consultant, Customer agrees that Consultant will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Customer agrees that for each such Consultant employee hired by Customer, Customer will pay Consultant twenty-five thousand dollars (\$25,000) as liquidated damages. Notwithstanding the foregoing, for the purposes of this section, "employee of Consultant" shall include only employees of Consultant who provide services to Consultant's customers and shall not include accountants, attorneys or other independent contractors of Consultant who provide services to Consultant itself. Customer acknowledges and agrees that the liquidated damages clause set forth in this Section is reasonable and is not intended as a penalty.
15. Warranties and Disclaimers. Consultant warrants that it will perform the Services in a professional and workmanlike manner. Except as expressly stated in this Agreement, the Services and all related deliverables, software, and Third-Party Services are provided "as is" and "as available," and Consultant disclaims all other warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, noninfringement, uninterrupted operation, and error-free services. Customer's sole and exclusive remedy for breach of such warranty shall be for Customer to reperform the nonconforming Services, provided Customer gives Provider written notice describing the nonconformity within 30 days after the affected Services are performed. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any assistance with unsupported systems is provided on a best-efforts basis only. Consultant does not provide any warranty for third-party hardware, software, licensing, cloud services,

subscriptions, vendor products, or third party services beyond any warranty offered directly by the manufacturer, licensor, or vendor.

16. Limitation of Liability. To the maximum extent permitted by law, Consultant's total aggregate liability arising out of or relating to this Agreement (and all Work Orders or other service documents) will not exceed the total fees paid by Customer to Consultant under the applicable document during the six months immediately preceding the event giving rise to the claim. To the maximum extent permitted by law, CONSULTANT SHALL IN NO EVENT HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY, GOODWILL, ANTICIPATED SAVINGS, OR DATA, OR FOR BUSINESS INTERRUPTION OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Indemnification. Customer agrees to indemnify and hold harmless Consultant from any and all claims and losses of any kind, including, without limitation, attorneys' fees and expenses, incurred by Consultant in connection with any claim arising from (i) Customer's violation of law, including negligence, strict liability, tort, or other claims with regard to Customer's products, employees, agents, contractors, services, or facilities; (ii) a breach of any of Customer's representations, warranties, or obligations under this Agreement; (iii) Customer's data, system, networks, or environment; (iv) Customer's misuse of the Services; (v) or Customer's violation of third-party rights.
18. Insurance. Customer is responsible for maintaining insurance appropriate for its business and risks, including cyber, crime, business interruption, and technology-related coverage. Consultant does not represent or guarantee that the Services will satisfy Customer's insurance requirements, underwriting standards, or policy conditions, or that the Services will prevent losses or avoid denial of any insurance claim.
19. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (excluding payment obligations) if the delay or failure is due to unforeseen events which are beyond its reasonable control, such as strikes, blockade, war, terrorism, riots, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
20. Resolution of Disputes; Interpretation.
 - A. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of New York (without respect to principles of conflicts of law).
 - B. Both parties have fully considered the language, terms, and provisions of this Agreement and both expressly agree that ambiguities, if any, shall not be construed against the drafter, but shall be resolved in a fair manner without unequal prejudice to either party.

- C. If a court of competent jurisdiction or an arbitrator finds any provision of this Agreement to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, without being impaired or invalidated in any way.
 - D. If any dispute arises under this Agreement, Consultant and Customer shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, either party may submit the dispute to binding arbitration before a mutually acceptable arbitration or the American Arbitration Association (AAA), to be settled in accordance with the rules of the AAA in effect at the time the dispute arises. The parties ACCEPT AND CONSENT TO BINDING ARBITRATION AS AN ALTERNATIVE TO CIVIL LITIGATION AND AGREE TO FOREGO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS.
 - E. The claims covered by this Section's arbitration agreement include, but are not limited to, claims alleging breach of contract (express or implied) and any other claims alleging any violation of any federal, state, or other law, statute, regulation, or ordinance, except that any claims seeking injunctive and/or equitable relief for any alleged violation of the confidentiality and non-solicitation covenants contained in this Agreement is not covered. The parties are free to seek and obtain temporary, preliminary, and permanent injunctive relief and specific enforcement, in addition to all other remedies from a New York state or federal court of competent jurisdiction for any such breach.
 - F. Notwithstanding any agreement to arbitrate disputes under this Agreement, the parties agree that any court proceeding arising out of or relating to this Agreement, the Services, or any arbitration between the parties, including any proceeding to compel arbitration, stay litigation, stay arbitration, confirm or vacate judgment on an arbitration award, or otherwise, shall be brought exclusively in a New York state or federal court of competent jurisdiction for any such breach. Each party irrevocably submits to the personal jurisdiction of those courts and waives any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction. Nothing in this Section limits either party's obligation to arbitrate disputes that are subject to arbitration under this Agreement, and a party's request for court relief permitted by this Section will not be deemed a waiver of arbitration.
21. Assignment. Neither party may assign this Agreement without the other party's prior written consent. Notwithstanding the foregoing, Consultant may assign this Agreement without Customer's consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets.
22. Severability. In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable, in a manner which reflects, as nearly as possible, the original intentions of the

parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

23. Waiver. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder. The failure of Consultant to require the performance of any term or obligation of this Agreement, will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
24. Amendments. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.
25. Entire Agreement. The parties have read this Agreement and agree to be bound by its terms, and further agree that it shall supersede all previous communications, oral or written, and all other communications and agreements between the parties relating to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party. If there is a conflict between this Agreement and any Work Order or other service document, the following order controls unless a later signed document expressly states that it overrides a specific provision of this Agreement: (i) the signed Work Order or other service document; then (ii) this Agreement.