

This Master Services Agreement (“AGREEMENT”) governs the technology and/or support services to be provided by HELP DESK CAVALRY to CLIENT on a needs, ongoing and/or case-by-case basis (“SERVICES”) all as described in the Statement of Work attached in the preceding pages and incorporated herein by reference. In consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Initial Term and Renewal Term; Default and Termination

1.1. This AGREEMENT shall remain in effect for a period of three (3) years after the EFFECTIVE DATE (“INITIAL TERM”), and shall automatically renew at the end of the INITIAL TERM for an additional one (1) year term (“RENEWAL TERM”). However, this AGREEMENT shall not remain in effect for the RENEWAL TERM if either party provides the other with written notice at least forty-five (45) days prior to the expiration of the INITIAL TERM that it is opting out of the RENEWAL TERM. This section shall not apply to Projects as defined in section 7 of this Agreement.

1.2. Subject to paragraph 1.4, either party may terminate this AGREEMENT upon sixty (60) days’ written notice to the other party for any reason (“EARLY TERMINATION NOTICE”); *provided*, however, that CLIENT shall remain responsible for all fees due to HELP DESK CAVALRY under this AGREEMENT during the sixty (60) day period following the date of the EARLY TERMINATION NOTICE and, *provided further*, that if CLIENT terminates this AGREEMENT in accordance with this Section 1.2, then following said sixty (60) day period CLIENT shall remain responsible for three (3) months of fees (“EARLY TERMINATION CHARGES”). EARLY TERMINATION CHARGES are due in full at the time the EARLY TERMINATION NOTICE is provided by CLIENT to HELP DESK CAVALRY, and the EARLY TERMINATION NOTICE shall not be accepted by HELP DESK CAVALRY otherwise; failure to pay EARLY TERMINATION CHARGES in full at the time the EARLY TERMINATION NOTICE is provided by CLIENT to HELP DESK CAVALRY shall result in CLIENT remaining responsible for one-hundred percent (100%) of all fees due to HELP DESK CAVALRY under this AGREEMENT, without reduction, for the remainder of the INITIAL TERM or the RENEWAL TERM, whichever is then applicable. If HELP DESK CAVALRY terminates this AGREEMENT in accordance with this Section 1.2, then EARLY TERMINATION CHARGES shall not apply. CLIENT

shall be liable under section 1.3 if HELP DESK CAVALRY terminates due to CLIENT default.

1.3. Subject to paragraph 1.4, HELP DESK CAVALRY may terminate this AGREEMENT upon ten (10) days’ written notice to CLIENT that CLIENT has defaulted in its performance of any provision(s) of this AGREEMENT (“DEFAULT TERMINATION NOTICE”). In the event of CLIENT’s default, CLIENT shall remain responsible for: all fees due to HELP DESK CAVALRY under this AGREEMENT during the ten (10) day period following the date of HELP DESK CAVALRY’s DEFAULT TERMINATION NOTICE. In the event of CLIENT’s default for nonpayment issues that have not been resolved within ten (10) days to HELP DESK CAVALRY, CLIENT shall remain responsible for: all fees due to HELP DESK CAVALRY under this AGREEMENT during the ten (10) day period following the date of HELP DESK CAVALRY’s DEFAULT TERMINATION NOTICE; and fifty percent (50%) of all fees due to HELP DESK CAVALRY under this AGREEMENT for the remainder of the INITIAL TERM or the RENEWAL TERM, whichever is then applicable (collectively, “DEFAULT TERMINATION CHARGES”). DEFAULT TERMINATION CHARGES are due in full upon the expiration of the ten (10) day period following the date of HELP DESK CAVALRY’s DEFAULT TERMINATION NOTICE. Moreover, CLIENT shall reimburse HELP DESK CAVALRY for all costs and expenses incurred by HELP DESK CAVALRY in connection with CLIENT’s default, including, without limitation, reasonable attorney’s fees. This Section 1.3 shall survive any termination or expiration of this AGREEMENT.

1.4. If either party believes the other is in Default of any provision of this AGREEMENT, or the STATEMENT OF WORK, he or she shall provide a NOTICE OF DEFAULT which shall be made in writing to the defaulting party. The Defaulting Party shall have thirty (30) days to cure the default. If HELP DESK CAVALRY fails to cure the default listed by CLIENT within the 30-day time period, CLIENT may terminate this AGREEMENT with no further obligation or penalty under paragraphs 1.2 or 1.3.

2. Billing and Payment Procedures

2.1. The current rate and fee schedule applicable to CLIENT as of the EFFECTIVE DATE and defining the cost of all hourly and flat-rate labor for SERVICES is set forth in the Statement of Work. All monthly rates and fees shall automatically increase by five percent (5%) at the end of the INITIAL TERM and for the duration of the RENEWAL TERM. Monthly rates and fees are not subject to proration, including in the event

of a partial month due to any termination or expiration of this AGREEMENT. HELP DESK CAVALRY reserves the right to make modifications to the rate and fee schedule from time to time, as required or desired and in its sole discretion, but such modifications shall not be effective as to CLIENT unless and until a new agreement is entered into by and between CLIENT and HELP DESK CAVALRY upon the termination or expiration of this AGREEMENT. Any and all services requested by CLIENT that fall outside of the scope of this AGREEMENT will be considered "PROJECTS" (as further defined in Section 7.1, below) and will be quoted and billed as separate, individual services. Notwithstanding HELP DESK CAVALRY's separate quotes and bills for PROJECTS, all PROJECTS shall be governed by and subject to this AGREEMENT, except as may be expressly modified by a PROJECT quote. Any quotes or estimates provided for Projects are for informational purposes only. Client agrees to pay for the actual services provided by Help Desk Cavalry at the specified time.

2.2. All fees are due and payable by CLIENT to HELP DESK CAVALRY on or before the first (1st) day of the month in which SERVICES are being provided, and in no event shall any payment be made by CLIENT past the "Due Date" stated on any invoice. Any full or partial unpaid invoice amount after the "Due Date" shall bear interest at the rate of one-and-a-half percent (1.5%) per month, and such interest rate shall continue to accrue and shall survive any termination or expiration of this AGREEMENT together with the unpaid invoice amount. In addition to any other remedies set forth herein, HELP DESK CAVALRY reserves the right to suspend any or all SERVICES to CLIENT upon HELP DESK CAVALRY's written notice to CLIENT that CLIENT has any full or partial unpaid invoice amount more than thirty (30) days overdue until such time as CLIENT pays such overdue invoice amount.

2.3. Any dispute regarding an invoice shall be reported by written notice from CLIENT to HELP DESK CAVALRY within thirty (30) days after the date of the invoice; in the absence of such proper notice, CLIENT agrees to and shall be responsible for the full invoice amount. This Section 2.3 shall survive any termination or expiration of this AGREEMENT.

2.4. CLIENT shall be liable for a \$35.00 charge in each instance of a returned check or insufficient ACH debit.

2.5. CLIENT agrees to and shall pay all reasonable costs and expenses incurred by HELP DESK CAVALRY in connection with the collection or attempted collection of any invoice amount, including, without limitation, reasonable attorney's fees, court costs and other litigation costs. This Section 2.5 shall survive any termination or expiration of this AGREEMENT.

3. Service Coverage

3.1. HELP DESK CAVALRY's regular business hours are from 7:30AM to 5:00PM PST, Monday through Friday. However, HELP DESK CAVALRY may from time to time, in its sole discretion, close during its regular business hours for company meetings.

3.2. HELP DESK CAVALRY's regular business hours exclude the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, and Christmas Day.

3.3. HELP DESK CAVALRY may from time to time, in its sole discretion, modify its regular business hours and/or its list of holidays upon thirty (30) days' written notice to CLIENT.

4. Support and Escalation

4.1. HELP DESK CAVALRY maintains an employee base with Technicians to adequately satisfy all of CLIENT's support needs; however, HELP DESK CAVALRY may engage third-party services to supplement its employee base, as needed or desired and in its sole discretion, and, by executing this AGREEMENT, CLIENT acknowledges and accepts such third-party services HELP DESK CAVALRY may decide to engage. Moreover, HELP DESK CAVALRY's engagement of such third-party services shall not alter or reduce CLIENT'S obligations hereunder.

4.2. HELP DESK CAVALRY will respond to and escalate CLIENT's service requests as set forth in the Statement of Work. Each of CLIENT's service requests will be assigned a case number for tracking purposes and will be escalated as needed (i.e., routed through various levels of support tiers for as long as the service request remains unresolved).

4.3. All support provided by HELP DESK CAVALRY to CLIENT is specifically subject to CLIENT meeting certain minimum standards required for SERVICES as set forth in the Statement of Work. HELP DESK CAVALRY reserves the right to make modifications to such minimum standard required for SERVICES from time to time, as required or desired and in its sole discretion, upon sixty (60) days' written notice to CLIENT.

5. Remote Accessibility and Monitoring

5.1. CLIENT acknowledges that an integral part of HELP DESK CAVALRY's ability to perform its obligations under this AGREEMENT is HELP DESK CAVALRY's use of an automated monitoring system. The automated monitoring system consists of a software application ("APPLICATION") which runs in the background on all of CLIENT's workstations and servers and which reports system data to HELP DESK CAVALRY's

Network Operations Center (NOC) on set time intervals. By executing this AGREEMENT, CLIENT acknowledges its consent for HELP DESK CAVALRY to install the APPLICATION on all of CLIENT's workstations and servers for the sole purposes of collecting data and enabling HELP DESK CAVALRY to provide remote monitoring, maintenance and support. CLIENT expressly agrees that the APPLICATION must remain installed and running throughout the INITIAL TERM and RENEWAL TERM, if applicable, in order for HELP DESK CAVALRY to perform its obligations under this AGREEMENT. Moreover, by executing this AGREEMENT, CLIENT acknowledges that HELP DESK CAVALRY will have "audited" unattended access to CLIENT's workstations and servers through the APPLICATION.

6. HELP DESK CAVALRY Equipment

6.1. CLIENT agrees that all equipment provided by HELP DESK CAVALRY that is not purchased by CLIENT, will remain sole property of HELP DESK CAVALRY which retains a 100% security interest. CLIENT will not attempt to sell, resale, tamper, troubleshoot, repair, move, add, etc. to this equipment without written permission of HELP DESK CAVALRY. Should this contract be terminated by either party, CLIENT agrees to return the property listed in Proposal, or after acquired, to HELP DESK CAVALRY within 10 days after the final cancellation date. CLIENT further acknowledges and gives permission to HELP DESK CAVALRY to take possession of equipment listed in Proposal from location listed in event of contract termination after 10-day grace period, and agrees to compensate HELP DESK CAVALRY for expenses accrued during the recovery in addition to all amount owing under the balance of the agreement. CLIENT agrees and understands that HELP DESK CAVALRY Equipment is to be maintained completely by HELP DESK CAVALRY. Any tampering, repair attempt or service completed by another party on the equipment listed in Proposal could result in the immediate cancellation of this agreement, and CLIENT could be liable for DEFAULT TERMINATION CHARGES under paragraph 1.3 of this Agreement. CLIENT agrees to make all logical and earnest attempts to keep equipment safe, secure and protected while in their possession. CLIENT agrees to keep current insurance on HELP DESK CAVALRY supplied equipment while in their possession and list HELP DESK CAVALRY as an additional loss payee. CLIENT will provide proof thereof to HELP DESK CAVALRY that it (HELP DESK CAVALRY) is listed as an additional loss payee, providing a current copy of its insurance declaration sheet showing HELP DESK CAVALRY as a loss payee specifically for mobile equipment coverage. CLIENT further agrees to be responsible for any and all costs for the repair or HELP DESK CAVALRY, Inc. – Master Services Agreement

replacement of HELP DESK CAVALRY supplied equipment while in their possession should it be damaged or repaired by an unauthorized third party. Should HELP DESK CAVALRY's CLIENT default, permission is granted to enter their premises at any time, with or without permission, and remove all of HELP DESK CAVALRY's hardware, and all efforts to recover such property will be deemed consensual and not a trespass. CLIENT agrees to fully cooperate and will not interfere in any way, including but not limited to involving law enforcement. CLIENT acknowledges that the hardware provided under this agreement belongs to HELP DESK CAVALRY, which retains a 100% Security Interest, and HELP DESK CAVALRY may repossess without notice, upon breach of this agreement by CLIENT.

7. Excluded Services

7.1. This AGREEMENT is intended to cover SERVICES for CLIENT's current information technology systems. Therefore, CLIENT's deployment of new technology and/or expansion of the capacity of CLIENT's current technology environment are PROJECTS outside of the scope of this AGREEMENT and shall be the subject of a separate agreement between the parties, including separate billing for hourly or flat-rate labor. If CLIENT engages HELP DESK CAVALRY for a PROJECT which increases the SERVICES provided by HELP DESK CAVALRY to CLIENT (e.g., CLIENT's addition of a new workstation requiring support under this AGREEMENT), then the monthly rates and fees for which CLIENT is responsible shall also increase in accordance with the rate and fee schedule set forth in the Statement of Work and in accordance with all other provisions in this AGREEMENT.

7.2. This AGREEMENT and SERVICES provided by HELP DESK CAVALRY shall expressly exclude the following, any or all of which may instead be a PROJECT:

7.2.1. Parts, equipment or software not covered by vendor/manufacture warranty or support, unless specified in the Statement of Work.

7.2.2. The cost of any parts, equipment, shipping or disposal, unless specified in the Statement of Work.

7.2.3. The cost of any software, licensing, renewals or upgrades, unless specified in the Statement of Work.

7.2.4. The cost of any third-party vendor, manufacturer support or incident fees.

7.2.5. The cost to bring CLIENT's environment up to minimum standards required for SERVICES.

7.2.6. Failure due to acts of God, building modifications, power failures or other adverse conditions or factors.

7.2.7. SERVICES required due to any alteration or modification of equipment, unless authorized by HELP DESK CAVALRY.

7.2.8. Programming (modification of software code) and program (software) maintenance.

7.2.9. Training services of any kind, unless specified in the Statement of Work.

7.2.10. Replacement or upgrade of server hardware, operating system, or any other material change of the server.

7.2.11. Rearranging or relocating office equipment.

7.2.12. Out-of-pocket expenses directly or indirectly related to SERVICES.

7.2.13. The cost of Consulting time associated with assisting with the preparation, execution or review of any third-party audits/reviews (i.e. PCI, HIPAA, Security, Breach, Penetration).

8. Confidentiality of Service

8.1. A party receiving Confidential Information of the other party will: (i) not use the Confidential Information for any purpose other than the performance of its obligations under the Agreement; and (ii) not disclose Confidential Information to any third party except with the prior written consent of the disclosing party; and (iii) protect the Confidential Information using the same procedures and practices as the receiving party uses to protect its own confidential information, and (iv) require its employees, agents and subcontractors who may gain access to the Confidential Information during the performance of their duties under the Agreement to comply with the provisions hereof and (v) require its professional advisers (who may gain access to the Confidential Information as reasonably necessary to fulfill their fiduciary responsibilities to the receiving party) to comply with the provisions hereof. Each party shall be responsible for any acts or omissions which are in violation of the terms and conditions of this Agreement by any agent or contractor to whom it has disclosed Confidential Information.

During the Term of the Agreement the receiving party may disclose Confidential Information to any of its or its Affiliates' directors, officers, employees, agents or professional advisers (a "Recipient") to the extent that disclosure is necessary for the purposes of the Agreement or to fulfill such person's fiduciary responsibilities to the receiving party. The receiving party will ensure that each Recipient is made aware of and complies with the receiving party's obligations of confidentiality under the Agreement as if the Recipient were a party to the Agreement. The aforementioned notwithstanding, no disclosure may be made to competitors or the disclosing party and no disclosure

may be made relating to information pertaining to CLIENT's CLIENTS, data and profits.

The provisions of this section do not apply to Confidential Information which the receiving party can prove; (i) is in or enters the public domain other than by a breach of the Agreement; or (ii) is obtained from a third party who is lawfully authorized to disclose that information; or (iii) can be demonstrated to have been independently developed without reference to anything protected by this section; or (iv) is authorized for release by written consent of the disclosing party or by an authorized representative of the disclosing party; or (v) is required to be disclosed as part of the financial or legal disclosure requirements of a publicly traded company.

Each party undertakes within (10) business days of receipt of written request of the other party or on termination of the Agreement, whichever is earlier: (i) to return the Confidential Information in its possession, custody or control or in the possession, custody or control of any of its Recipients, together with all copies thereof; or (ii) on direction by the disclosing party, to destroy by shredding or incineration all documents and other material in its possession, custody or control which bear or incorporate any part of the disclosing party's Confidential Information and to certify to the disclosing party that this has been done; and (iii) further, to expunge all Confidential Information from any computer, word processor or similar device into which it was loaded, and to certify to the disclosing party that this has been done. This Section 8.1 shall survive any termination or expiration of this AGREEMENT.

9. Non-Solicitation of Employees

9.1. During the INITIAL TERM and the RENEWAL TERM, each party shall refrain from soliciting, recruiting, or employing (or attempting to solicit, recruit, or employ) any employee of the other party, and shall refrain from inducing (or attempting to induce) any employee of the other party to terminate or reduce his or her employment with the other party, without the prior—written consent of each party. General advertisements of available employment opportunities published by either party shall not be construed as a violation of this provision. This Section 8.1 shall survive any termination or expiration of this AGREEMENT.

9.2. The parties agree that a breach of Section 9.1, above, by either party will cause irreparable financial damage to the other party, but that the resulting financial damage may be difficult to determine with certainty. Accordingly, in the event of such a breach, the breaching party shall pay to the non-breaching party damages equal to one-and-a-half (1.5) times the gross

annual salary of the subject employee of the non-breaching party.

10. Limitation of Liability and Warranty; Indemnification

10.1. In no event shall HELP DESK CAVALRY be liable to CLIENT for any indirect, special, punitive, consequential or similar damages arising out of or otherwise relating to this AGREEMENT, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data or interruption of data processing or information systems, costs of substitute equipment, or any other commercial damages or losses, and even if HELP DESK CAVALRY knows, or should have known, of the accrual of such damages. Regardless of the basis for such a claim by CLIENT, in the event this Section 9.1 or any portion of it is adjudged invalid or unenforceable by a court of competent jurisdiction, the parties agree that any damages due from HELP DESK CAVALRY to CLIENT shall be limited to the lesser of the rates and fees actually paid by CLIENT to HELP DESK CAVALRY under this AGREEMENT as of the date of the event giving rise to such claim, or \$1,000.00, as liquidated damages, because the parties acknowledge and agree that it would be impossible to compute exactly the damages which would accrue to CLIENT. This Section 10.1 shall survive any termination or expiration of this AGREEMENT.

10.2. Subject to all other provisions set forth in this AGREEMENT, HELP DESK CAVALRY shall perform SERVICES in a good and workmanlike manner. HELP DESK CAVALRY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WITH RESPECT TO SYSTEM AVAILABILITY AND FUNCTIONALITY DURING ANY PHASE OF ITS SERVICES, ITS ABILITY TO RESOLVE COMPUTER-RELATED PROBLEMS, TO RECOVER DATA, OR TO AVOID LOSING DATA.

10.3. The parties agree to hold harmless, indemnify and defend one another from and against all claims, costs, liabilities, judgments, damages, settlements and expenses (including, but not limited to, reasonable attorney's fees, court costs and other costs and expenses of litigation) arising out of or otherwise related to a third party's claim based on, but not limited to, any of the following acts or omissions by the indemnifying party: breach of any of its specific representations made in this AGREEMENT; failure to comply in any material respect with any applicable law, statute, ordinance, administrative order, rule or regulation of any governmental entity; claimed infringement or violation of any U.S. copyright, patent, trademark or other intellectual property right of any third party; or failure to maintain the confidentiality of

the other party's, or any other party's, confidential information pursuant to Section 7.1, above. This Section 10.3 shall survive any termination or expiration of this AGREEMENT.

11. Force Majeure

11.1. Neither party shall be responsible or considered in breach of this AGREEMENT for any delay or failure in the performance of any obligation of this AGREEMENT to the extent that such failure or delay is caused by actions or events outside of the party's control. Such actions or events include, but are not limited to, hardware failure, network interruptions, actions taken by internet service providers or other third parties, acts of God, acts of civil or military authority, fires, explosions, wars, riots, earthquakes, storms, typhoons, floods, labor disputes, accidents, civil disturbances, material shortages or other similar causes beyond its reasonable control, even if such delay or failure is foreseeable; provided, however, that the non-performing party gives written notice of such cause preventing or delaying performance as soon as practicable and resumes its performance as soon as practicable, and, provided further, that the other party may terminate this AGREEMENT upon written notice to the non-performing party if such non-performance continues for a period of at least ninety (90) days.

12. Assignment

12.1. This AGREEMENT shall be assignable by HELP DESK CAVALRY in the event of a sale of or other transaction involving HELP DESK CAVALRY at the sole option and in the sole discretion of HELP DESK CAVALRY. CLIENT shall not be permitted to assign this AGREEMENT, except with the prior written approval of a duly authorized representative of HELP DESK CAVALRY. In the event either party assigns this AGREEMENT pursuant to this Section 12.1, the mutual obligations of this AGREEMENT shall survive and shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

13. No Agency

13.1. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to find the other or incur obligations on the other party's behalf without the other party's prior written consent.

14. Notices

14.1. Any notice which shall or may be given in connection with this AGREEMENT shall be deemed to

have been duly delivered if in writing and delivered in hand, placed in the U.S. mail, postage prepaid, or sent by facsimile or email with confirmation, and addressed as specified for CLIENT and HELP DESK CAVALRY in the Statement of Work (or to an alternative address designated by written notice duly delivered to the other party).

15. Amendment or Alteration

15.1. No provision of this AGREEMENT shall be amended, supplemented or waived unless such amendment, supplement or waiver is set forth fully in writing and duly signed and delivered by both parties.

16. Governing Law and Venue

16.1. This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Any action arising out of this AGREEMENT shall lie exclusively in the jurisdiction of County of Kitsap, City of Bremerton, which shall be the exclusive forum for any such action. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs and expenses of litigation.

16.2. Any litigation or arbitration between Help Desk Cavalry and Client shall take place in any state court located within Kitsap County, Washington.

17. Severability

17.1. If any provision of this AGREEMENT is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect any other provision or provisions of this AGREEMENT, all of which shall remain in full force and effect.

18. Miscellaneous

18.1. The rights and remedies provided under this AGREEMENT are cumulative and in addition to any other rights or remedies available at law and in equity.

18.2. This AGREEMENT contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior statements, representations or understandings between the parties. In executing this AGREEMENT, neither party has relied upon any warranties, representations or promises, except as specifically set forth herein.

18.3. Each party acknowledges that it has had a full and complete opportunity to seek the advice of legal counsel of its own choosing concerning the terms of this AGREEMENT prior to its execution.

18.4. The captions and headings used in this AGREEMENT are for convenience only and shall not be used to interpret the AGREEMENT.