General Terms and Conditions
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This Master Services Agreement (the "**Master Agreement**") is part of a binding agreement entered into and specified in a Statement of Work ("**SOW**") by and between DSM Technology Consultants, LLC, a Florida limited liability company, with its principal place of business in Lakeland, Florida, hereinafter "**DSM**" and the Party defined in the SOW as the "**Customer**"

For and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto mutually agree as follows:

This Master Services Agreement is considered accepted by electronic acknowledgement and electronic signature of the SOW through the DSM Online Ordering System.

The following terms and conditions shall apply to the provision and use of the products and services (individually a "Service" and collectively the "Services") provided, as defined in the Attachments.

1.0   DEFINITIONS
1.1   "Affiliate" of a Party means any entity that controls, is controlled by or is under common control with such Party, and, in the case of DSM, it also means any entity which DSM has authorized to offer any Service or part of any Service.

1.2 "Content" means information made available, displayed or transmitted in connection with a Service, including but not limited to trademarks, service marks domain names, message board material, updates, and any prior versions of any of the foregoing.

1.3 "User" means anyone who uses or accesses any Service purchased by Customer under this Agreement.

1.4 "Internet" means the global communications network commonly known as the Internet.

1.5 "Term" means duration of agreement in terms of the number of monthly invoices for recurring services as defined in the SOW.

1.6 "Instance" – or "Cloud Instance" refers to a virtual server in a public or private cloud network running in a software application spread over multiple physical servers.

1.7 "Snapshot" – or "Storage Snapshot" is a set of reference markers for data defined by specific point in time. A snapshot acts as a detailed table of contents, providing the user a copy of data for a given time and date.

2.0   AGREEMENT STRUCTURE
2.1 This entire agreement between the Parties (the "Agreement") is comprised of this Master Agreement, Statement of Work ("SOW"), Service Level Agreement ("SLA") and the "Acceptable Use Policy ("AUP") are collectively referred to herein as the "Attachments"), and various other addenda and exhibits to each of the foregoing (the "Addenda"), provided that such Addenda specifically reference this Agreement and are executed by all Parties. For purposes of clarification, it is expressly anticipated that products and services may be added or removed through the

addition of Addenda, which will become a part of this Agreement when executed by all Parties.

2.2 In the event of a conflict between these General Terms and Conditions in this Master Agreement and any Attachment, the Attachment or Addenda shall prevail over those conflicting terms.

2.3 The Services delivered under this Master Agreement to State Agencies are governed by the General Contract Conditions of the State Term Contract for the State of Florida. In case of a conflict between this Master Agreement and the State Term Contract the State Term Contract shall prevail.

3.0   CONTRACT TERM AND SERVICE PERIOD
The "Contract Term" begins on the Effective Services Start Date of the first SOW executed and remains in effect until all SOW's have expired, unless terminated earlier in accordance with the provisions hereof.

4.0 TERMINATION
4.1   If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, (i) the other Party may terminate any portion or all of this Agreement or (ii) where the failure is a non-payment by Customer of any charge when due, DSM may, at its option, terminate affected Attachments or Addenda, suspend Service under affected Attachments or Addenda, require a deposit under any or all Attachments or Addenda as a condition of continuing to provide Services and/or terminate this Agreement.

4.1.1 Termination Due to Lack of Funds: In the event funds to finance this Contract become unavailable or if County or State funds upon which this contract is dependent are withdrawn or redirected, Customer may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. Said notification shall be delivered by certified mail, return receipt requested or in person with proof of delivery. Customer shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds". In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination and no termination charges will be assessed.

4.1.2 Termination for Cause: Customer may terminate the Contract if Contractor fails to: (1) deliver the products or services within the time specified in the Contract or any extensions: (2) maintain adequate progress, thus endangering performance of Contract; (3) honor any term of the Contract; or fails to abide by any statutory, regulatory or licensing requirement.

4.2 Any portion or all of this Agreement may be terminated immediately upon written notice by either Party if the other Party: (i) has violated the other Party's Marks (as defined below), (ii) becomes insolvent or involved in a liquidation or termination of its business, (iii) files a bankruptcy petition, (iv) has an involuntary bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), (v) becomes adjudicated bankrupt, (vi)

becomes involved in an assignment for the benefit of its creditors; or (vii) materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of the breach from the other party.

4.3 Customer shall be responsible for payment of all charges under a terminated Attachment or Addenda incurred as of the effective date of termination. Customer shall also be liable to DSM for Termination Charges (as that term is defined below), in the event that DSM terminates under Section 4.1 or 4.2, or if the Customer terminates this Agreement without authority to do so.

4.4 Termination by either Party of an Attachment or Addenda does not waive any other rights or remedies it may have under this Agreement.

4.5 Except as provided under Section 4.1, termination or suspension of an Attachment or Addenda shall not affect the Services provided or the rights and obligations of the parties under any other Attachment or Addenda.

4.6 Either Party may terminate this Agreement upon the expiration of the Contract Term, provided that the terminating Party provide written notice to the other Party at least 90 days prior to the expiration of the Contract Term. Notwithstanding the foregoing, Customer may terminate this Agreement during the Contract Term upon 90 days' prior written notice and the payment of any applicable Termination Charges.

4.7 The "Termination Charges" consist of: (1) 100% of the scheduled payments for each of the months remaining under the later to expire of the Term or the Contract Term, (2) all discounts, if any, received by Customer; and (3) any access facilities cancellation charges or other charges incurred by DSM as a result of such termination unless Termination is affected under paragraph 4.1.1, Lack of Funds.

4.8 Customer may alter services at any time during the Contract Term. All changes must be pre-approved by DSM, negotiated and executed in an SOW.

4.9 DSM, Intentionally Omitted

4.10 DSM may discontinue any service or sales order upon thirty (30) days written notice to the Customer. All such charges not previously due and payable shall be due and payable within thirty (30) days from the date shown on DSM's invoice.

5.0 PRICING AND BILLING

5.1 Customer shall pay DSM for its and Users' use of the Service at the rated charge specified in the Statement of Work, SOW, without deduction, setoff or delay for any reason including circumstances arising under any other Attachment or Addenda. Charges set forth in the Attachments or Addenda exclude any applicable taxes or user fees.

5.2 Customer shall pay all shipping charges, taxes (excluding those on DSM's income) and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by Customer to DSM prior to the delivery of Services.

5.3 Payment is due within thirty (30) days after the date of invoice. Any invoice not paid by the due date, as specified in such invoice, shall be subject to a late charge at eighteen percent (18%) per annum or the highest rate allowed by Florida law. Customer hereby waives all privileges and rights available under Chapter 47, Florida Statutes relating to venue, as it now exists or may hereafter be amended including any right to forum non conveniens, and further agrees that venue of any action brought on any account of Customer shall be in the Courts of Polk County, Florida, exclusively. Customer waives any right to jury trial in any action brought in connection with any account of Customer. Customer agrees to provide written notice to DSM of any changes in the form of ownership of Customer's business within five (5) days of such change. In the event of default of any description, Customer agrees to pay all costs of collection, including reasonable attorney's fees incurred by DSM, whether involving litigation or not, whether incurred prior to or after entry of judgment or other relief for DSM. Restrictive endorsements or other statements on checks accepted by DSM will not apply. Customer shall reimburse DSM for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments.

5.4 Billing will begin on the Effective Services Start Date (as defined in the SOW or Addenda) and no less than 90 days after service is configured even if customer or customer provided data or other required facilities outside DSM's control are not ready. DSM will invoice in accordance with the State Term Contract at the Effective Services Start Date. Any non-recurring fees will be billed as incurred.

5.5 For Customers who elect to provide their own local access (baseline access), billing will begin on the Effective Services Start Date, independent of the Customer's actual activation date for local access.

5.6 Company reserves the right to levy cost adjustments to active contracts should the necessity arise due to resource shortages, such as fuel, electricity, or other outside factors beyond the control of the company, such as third party software license costs and other variable costs.

5.7 If Customer requires DSM to procure equipment, software, third party services or incurs setup and installation expenses, but delays the Effective Services Start Date more than 30 days, DSM reserves the right to issue progress billing to cover its costs until full services are commenced.

5.8 Cloud Service Billing –

(i) Minimum commit level is the consumption and price defined in the SOW. Monthly charges will start at the minimum commit level and increase or decrease based on actual use, but will not decrease below the minimum commit level.

(ii) All instances above agreed minimum commit levels will be billed in hourly increments at the existing monthly rate, i.e. monthly/730 for hourly rate. Instances are billed regardless of state (on or off). For billing to cease, they must be destroyed and removed from inventory. Powering down an instance has no billing impact.

(iii) The customer will be charged for all instances and snapshots. The billing on a given instance will cease at the originating time stamp of the customers ticketed request for destruction.

(iv) Provisioning – DSM will increase storage automatically by the next minimum increment once 75% of the current provisioned space is consumed.

6.0 RESPONSIBILITIES OF THE PARTIES

6.1 DSM shall provide Services to Customer in accordance with this Agreement and the Attachments or Addenda. In an effort to improve the Services, DSM may, from time to time, modify the Services provided to Customer under any Attachment or Addenda.

6.2 Customer shall assure that its and Users' use of the Services and the Content will at all times comply with all applicable laws, regulations and written and electronic instructions for use (AUP). DSM reserves the right to terminate Attachments or Addenda, suspend affected Services and/or remove Customer or Users' Content from the Services if DSM determines that such use or Content does not conform to the requirements set forth in this Agreement or receives notice from anyone that Customer's or Users' use or Content may violate any laws or regulations. DSM's actions or inaction under this Section shall not constitute review or approval of Customer's or Users' use or Content.

6.3 DSM will purchase specific network access when the Customer and DSM agree to have DSM act as Customer's authorized agent for ordering and coordinating local access for use in conjunction with the Services.

6.4 DSM will not provide support directly to, nor interface with, any User. Customer is responsible for (i) selecting the Users that Customer permits to access the Service; (ii) implementing with its Users appropriate terms, conditions, and measures to ensure that all Users comply with the terms and conditions of the Acceptable Use Policy (AUP); (iii) establishing its Users' rights to access the Service; (iv) training its Users; and (v) billing and collecting any amounts Customer elects to charge its Users in connection with the Service.

6.5 Customer is responsible for its Content and that of any of its Users' (including any Content hosted by Customer or any User on behalf of third parties). Customer agrees that its and its Users' use of the Services (i) will not interfere with or disrupt other network users, network services or network equipment and (ii) will comply with the Acceptable Use Policy. DSM may change the AUP upon thirty (30) days' notice to Customer.

6.6 To the extent deemed necessary by Customer, Customer shall implement security procedures and controls necessary to limit access to the Service to Customer's authorized Users and shall maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs.

6.7 Customer is responsible for establishing designated Customer Points of Contact ("CPOCs") to interface with the DSM Customer Care Support center. Customer understands that the Services provided under this Agreement may require registrations and related administrative reports that are public in nature.

6.8 Except for internet protocol ("IP") addresses expressly registered in Customer's name, all IP addresses shall remain, at all times, property of DSM and shall be nontransferable and Customer shall have no right to use such IP addresses upon termination or expiration of this Agreement. IP addresses are allocated by DSM to Customer per the Internet Registry (ARIN) guidelines following RFC 2050. Any change requested by a Customer to the DSM allocated addresses must be agreed to in writing by the Parties.

6.9 DSM may, by Customer request, bundle third Party provider services with its Services. This may include services which are beyond the control of DSM. DSM expressly excludes any third party services from its SLA Warranties. A listing of all third party services utilized by DSM shall be made available to Customer upon request.

7.0 DISCLAIMERS AND LIMITATION OF LIABILITY

7.1 Products or services sold or provided under another agreement are governed solely by the terms of that agreement, including any warranties, guaranties, or other obligations of DSM under that agreement.

7.2 In addition to and without limitation of the provisions contained in this Agreement, DSM shall not be responsible for: (i) service impairments caused by acts within the control of customer, its agents, subcontractors, suppliers, licensees or users; (ii) the inability of customer or any user to access or interact with any other service providers, networks, users or informational or computing resources through the internet; (iii) interactions with third parties through the internet; or, (iv) performance impairments caused elsewhere on the internet.

7.3 For purposes of articles 7, 13 and 14 and all other exclusive remedies and limitations of liability set forth in this Agreement, "DSM" shall be defined as DSM, its affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers; and "customer" shall be defined as customer, its affiliates, and its and their employees, directors, officers, agents, and representatives; and "damages" will refer collectively to all injury, damage, liability, loss, penalty, interest and expense incurred.

7.4 Either party's entire liability and the other party's exclusive remedies, for any damages caused by any service defect or failure, or for other claims arising in connection with any service or performance or non-performance of obligations under this Agreement shall be:

(i) for bodily injury or death to any person, or real or tangible property damage, negligently caused by a party, or damages arising from the willful misconduct of a party or a breach of the provisions of articles 6 or 9, the other, party's right to proven direct damages;

(ii) for defects or failures of software, the remedies set forth in section 11;

(iii) for indemnity, the remedies set forth in article 12;

(iv) for damages other than those set forth above and not excluded under this Agreement or any Attachment or Addenda, each party's liability shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any twelve (12) - month period) an amount equal to the total net payments payable by customer for the applicable service under the applicable Attachment or Addenda during the twelve (12) months preceding the month in which the damage occurred. This section 7.4(iv) shall not limit customer's responsibility for the payment of any and all properly due charges under this Agreement.

7.5   In no event shall either party be liable to the other party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not such party has been advised of the possibility of such damages.

7.6 DSM also shall not be liable for any damages arising out of or relating to: interoperability, interaction or interconnection problems with applications, equipment, services or networks provided by customer or third parties; service interruptions or lost or altered messages or transmissions, except as otherwise provided in an Attachment or Addenda; or, unauthorized access to or theft, alteration, loss or destruction of customer's, users' or third parties' applications, content, data, programs, information, network or systems.

7.7 Except as expressly provided in this Agreement, DSM makes no warranties, express or implied, and specifically **disclaims any warranty of merchantability, fitness for a particular purpose**, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance. DSM does not warrant that the services will be uninterrupted or error-free, or that the services will meet customer's requirements or that the services will prevent unauthorized access by third parties. DSM does not authorize anyone to make a warranty of any kind on its behalf and customer should not rely on anyone making such statements.

7.8 The limitations of liability set forth in this article 7 and in any Attachment or Addenda shall apply: (i) regardless of the form of action, whether in contract, tort, and strict liability or otherwise; and (ii) whether or not damages were foreseeable. These limitations of liability shall survive failure of any exclusive remedies provided in this Agreement.

7.9 This Agreement does not expressly or implicitly provide any third party (including Users) with any remedy, claim, liability, and reimbursement, cause of action or other right or privilege.

8.0   PUBLICITY AND MARKS

8.1 No public statements or announcements relating to this Agreement shall be issued by either Party without the prior written consent of the other Party.

8.2 Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks or other indicia of origin (collectively "Marks") without the other Party's prior written consent, provided that such consent may be revoked at any time.

9.0   SOFTWARE

9.1 DSM will deliver the services defined in the Agreement in a public, private of hybrid cloud environment as Infrastructure as a Service (IaaS).   DSM provides infrastructure in the form of dedicated or Virtual Servers and Storage Infrastructure as defined in the specific SOW or Addenda. Customer will be responsible for any software licenses not specifically identified as being provided by DSM in the applicable SOW or Addenda.

9.2   DSM grants Customer a personal, non-transferable and non-exclusive license (without the right to sublicense) to use, in object code form, all software and associated written and electronic documentation and data furnished pursuant to this Agreement (collectively, the "Software"), solely in connection with the Services and solely in accordance with applicable written and electronic documentation. Customer will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the Software. The Software shall at all times remain the sole and exclusive property of DSM or its suppliers. "Third-Party Software" means Software that bears a copyright notice of a third party. "DSM Software" means all Software other than Third-Party Software.

9.3 Customer shall not copy or download the Software, except to the extent expressly provided otherwise in the applicable documentation for the Service or in a writing signed by DSM. Any copy must contain the same copyright notices and proprietary markings as the original Software. All Customer provided software not developed by the customer must have the appropriate licenses and upon request copies of said licenses shall be provided to DSM.

9.4   Customer shall assure that its Users comply with the terms and conditions of this Article 11.

9.5 The term of the license granted hereunder shall be coterminous with this Agreement.

9.6 Except as defined in Section 9.2 or otherwise specified in the SOW or Addenda, Customer is responsible for all other Software licenses required to run their operations. Upon request or audit by third party, Customer will provide necessary license keys or other proof of purchase as required.
 Customer agrees to comply with any additional restrictions that are provided with any Third-Party Software and to hold DSM harmless from any claims brought against them for any violations thereof.

10.0   DISPUTE RESOLUTION

10.1   All disputes, controversies or claims, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to this Agreement and the Services provided under this Agreement (collectively, "Disputes"), DSM and Customer recognize that disputes arising under this Agreement shall be submitted to non-binding mediation (the "Mediation") unless the DSM and Customer mutually agree

otherwise. If the dispute is not resolved through Mediation, then the parties may take legal action subject to the other terms of this Agreement.

10.2   The Parties, their representatives and participants shall hold the existence, content and result of the Mediation in confidence, except to the limited extent necessary to enforce a final settlement agreement.

11.0   FORCE MAJEURE

DSM shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of DSM or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond DSM's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to DSM. In case of any delay DSM believes is excusable, DSM shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if DSM could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date DSM first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE DSM'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. DSM shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist DSM shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that DSM grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by DSM for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

12.0   INDEMNITY

12.1   DSM agrees to defend or settle, at its own expense, any claim or suit against Customer alleging that a Service furnished under this Agreement infringes any United States patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: Customer's or User's Content in connection with the Service; modifications to the Service made by or combinations of the Service with services or products provided by Customer or others; DSM's adherence to Customer's written requirements; or, use of the Service in violation of this Agreement. Customer agrees to defend or settle, at its own expense and without prejudice to DSM or DSM's continued provisioning of the Service to Customer or others, all claims or suits against DSM covered by the exceptions in the preceding sentence and shall immediately cease any activity which gives rise to the alleged infringement. The indemnifying Party will also pay all damages and costs (including reasonable attorneys' fees) that by final judgment may be assessed against the indemnified Party due to infringement by the indemnifying Party.
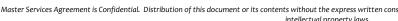
12.2 In the event of a claim of infringement for which DSM is the indemnifying Party under Section 12.1, DSM may at its option either procure the right to continue using, or replace or modify, the alleged infringing Service so that the Service becomes non-infringing and substantially compliant with the requirements in the applicable Attachment. Upon inability to reasonably perform either of the foregoing options, DSM may terminate the affected Attachment, without liability other than as stated in Section 12.1.

12.3   DSM grants to Customer the right to permit Users to access and use the Services, provided that Customer shall remain solely responsible for the access and use by any User of the Services, and shall defend, indemnify and hold harmless DSM from and against all Damages, arising out of third party claims and regardless of the form of action, whether in contract, tort, strict liability or otherwise, concerning or relating to: any noncompliance by Customer or Users with any provision of this Agreement; negligent acts or omissions by Customer or Users; Customer's or Users' Content; or any Service failure, defect or outage. Customer's indemnification obligations do not apply to claims for Damages to real or tangible property or bodily injury or death negligently caused by DSM.

12.4 With respect to the indemnification obligations in this Article 12: (i) the indemnified Party will notify the indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall not affect the indemnity except to the extent the indemnifying Party is prejudiced thereby; (ii) the indemnifying Party shall have control of the defense or settlement, provided that the indemnified Party shall have the right to participate in such defense or settlement with counsel of its own selection and at its sole expense; and (iii) the indemnified Party shall reasonably cooperate with the defense, at the indemnifying Party's expense.

13.0   INSURANCE

13.1 Customer will keep in full force and effect, at all times during the term of this Agreement (i) general commercial liability insurance in an amount of Three Hundred Thousand ($ 300,000) per occurrence for bodily injury and property damage, (ii) workers compensation insurance in an amount not less than required by law, (iii)"all risk" personal property insurance sufficient to cover the Customer materials at its replacement cost.

13.2 DSM maintains at its own expense the following Insurance coverages:

(i) Workers Compensation Insurance covering all employees of DSM engaged in the delivery of its services and employer liability insurance in an amount not less than One Million Dollars ($ 1,000,000)

(ii) Commercial General Liability Insurance in an amount not less than One Million Dollars per Incident ($ 1,000,000) and Two Million Dollars ($ 2,000,000) in aggregate.

(iii) Automotive Liability Insurance of not less than One Million Dollars ($ 1,000,000) single limit per incident.

(iv) Professional Liability Insurance, including E&O (Errors and Omissions) in an amount not less than Three Million Dollars ($ 3,000,000)

(v) Cyber Liability and Data Breach Policy in an amount not less than One Million Dollars ($ 1,000,000)

14.0   GENERAL PROVISIONS

14.1 Nothing in this Agreement shall create or vest in Customer any right, title or interest in the Service, other than the right to use the Service under the terms and conditions of this Agreement.

14.2 DSM's performance obligations under this Agreement shall be solely to Customer, and not to any third party. Other than as expressly set forth herein, this Agreement shall not be deemed to provide third parties with any remedy, claim, right of action, or other right.

14.3 Customer and DSM are both independent contractors. Neither Party is an agent (except to the extent set forth in the Agency Agreement as specified in Article 6.3, legal representative, partner, joint venture partner, franchisee, employee, or servant of the other Party for any purpose

14.4   Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either Party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

14.5   This Agreement may not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, DSM may, without the prior consent of the Customer, assign this Agreement or any Attachment or Addenda to a present or future Affiliate or successor and may further subcontract work to be performed under this Agreement.

14.6   If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect and the parties shall promptly begin negotiations to replace invalid or unenforceable portions that are essential parts of this Agreement.

14.7   Any initial demand for arbitration pursuant to Article 12.0 and any legal action arising in connection with this Agreement must begin within two (2) years after the first occurrence of any event causing or leading to the dispute.

14.8   All notices under this Agreement ("Notices" or "Notice") shall be in writing and either mailed by certified or registered mail, postage prepaid return receipt requested, sent by express courier or hand delivered and addressed to each Party at the address set forth on the Cover Page of this Agreement or, if the notice relates to a specific Attachment or Addenda, the address set forth in such Attachment or Addenda, or, in any case, such other address as a Party designates in writing.

14.9   State law issues concerning construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of Florida, excluding its choice of law rules.

14.10 The respective obligations of Customer and DSM, which by their nature would continue beyond the termination or expiration of any Attachment, Addenda or this Agreement, including, without limitation, the obligations regarding confidentiality, publicity and marks, limitations of liability and dispute resolution, shall survive termination or expiration.

14.11 This Agreement constitutes the entire agreement between the parties with respect to the services to be provided hereunder. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning such services or the rights and obligations relating to those services.   This Agreement shall not be contradicted, explained or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or customer purchase order forms not expressly set forth in this Agreement or an Attachment or Addenda.

15. Cloud Hosting Data and Privacy Compliance.

15.1 Privacy Laws. DSM acknowledges that the Customer Data may be subject to Privacy Laws. DSM shall hold any Personal Data that it receives in confidence and in compliance with DSM's obligations under this Master Service Agreement and any applicable SOW or Addenda. In addition, and without limiting the foregoing, DSM shall provide Customer with all assistance as Customer may reasonably require to fulfill the responsibilities of Customer under Privacy Laws.

15.2 Data Security. DSM shall comply with Rule Chapter 74-2, Florida Administrative Code (F.A.C.), which contains information technology procedures and requires adherence to security policies in performance of its obligations. DSM shall provide immediate notice to the Customer's Information Security Officer, in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Customer.

15.3 Storage. Unless otherwise agreed, DSM shall process and store all Personal Data in (A) the jurisdiction in which DSM resides or (B) the jurisdiction and locations reasonably requested by Customer, and shall not transfer, process, or maintain Customer Data in any other jurisdiction or location without the prior consent of Customer.

15.4 Ownership of Data. It is hereby acknowledged that all Customer data is owned by the Customer and is considered Customer's Intellectual Property. Customer Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all Customer Data shall remain property of the Department and/or

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become property of the Department upon receipt and acceptance.

15.5 Limitations on Use. DSM agrees that its personnel will not use Personal Data for any purpose or to any extent other than as necessary to fulfill DSM's obligations under this Master Services Agreement. DSM and its personnel shall not process, transfer or disseminate Personal Data without the approval of Customer unless expressly provided for in a written Agreement or written direction from a representative of the Customer. DSM shall be responsible for any failure of its personnel to comply with the terms and conditions regarding Personal Data.

15.6 Limitations on Disclosure. When interfacing with Customer regarding Personal Data, DSM shall only disclose or transmit Personal Data to those Customer employees and third party contractors authorized by the Customer in writing.

15.7   HIPAA. If and to the extent that the Appendix to this Cloud Supplement explicitly provides that the Services shall be HIPAA compliant, DSM shall execute a Business Associate Agreement in a form acceptable to Customer and Company. DSM and its personnel shall comply with the terms of the Business Associate Agreement in performing the applicable Services. Unless otherwise specified in writing, it is assumed that all PHI data requires database file encryption only.

15.8   Disclosure Legally Required. Notwithstanding any other provision of this Supplement, DSM shall not be in breach of this Supplement in respect of any disclosure of Customer Data made by DSM, whether or not such Customer Data is subject to Privacy Laws, in circumstances where such disclosure is required by any Laws, including any Privacy Laws, provided that, where permitted and practicable, the Customer is given reasonable advance notice of the intended disclosure. DSM's liability for any unauthorized and illegal intrusion into the Customers data (data hacking) shall not exceed the limits of DSM's Cyber Policy coverage.

15.9   Background Checks and Screening. All Contractor personnel who will have direct query access to Customer Data will undergo the background checks and screenings described in the Statement of Work.

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1.0   DEFINITIONS
1.1 <u>Deposit</u>: is an initial payment for new service.

1.2 <u>Set up fees</u>: includes costs associated first time setup of DSM controlled infrastructure or re-billed services.

1.3 <u>Recurring charges</u>: are subscription fees for DSM services billed effective at the Effective Services Start Date and include fixed billing. Such charges may be expressed as Monthly (MRC), Quarterly (QRC), and Annual (ARC).

1.4 <u>Fixed recurring fees</u>: charges that do not vary from month to month.

1.5 <u>Variable reoccurring fees</u>: are monthly service fees bases on usage and includes but not limited to such things as back up services, storage, e-mail accounts and internet connectivity charges

1.6 <u>Service fees</u>: Additional one-time charges for services and support rendered in excess of what is provided. DSM and the Customer will mutually agree upon these when services or support is rendered.

1.7 <u>Non subscription based sales</u>: are instances where customers take ownership of hardware or software which is purchased through DSM.
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1.8 <u>Service Level Agreement (SLA) credits</u>: are credits due customers for outages as defined in the SOW.

1.9 <u>Hardware</u>: Any equipment used in the implementation of the service.

1.10 <u>Software</u>: Any Operating Systems or applications required to enable the service.

1.11 <u>Services</u>: the term is inclusive of both non-recurring and recurring services

1.12 <u>Non-recurring Services</u>: Covers setting up all DSM controlled infrastructure. Excludes customer-controlled infrastructure. Work on customer controlled Infrastructure is considered staff augmentation.

1.13 <u>Recurring Services</u>: services provided on a monthly basis beginning after the Effective Services Start Date.

1.14 <u>Service changes</u>: DSM reserves the right to make changes in service from time to time in the spirit of improving services or DSM ability to deliver secure, reliable and scalable infrastructure.

1.15 <u>Effective Services Start Date</u>: The date on which the customer services were fully active and accessible.

2.0 BILLING PRACTICES
2.1 A deposit check may be required for all new customers and is due prior to installation. At the beginning/ Effective Services Start Date of any agreement.

2.2 Set up fees are paid by the initial deposit check. The balance is due and payable upon the network activation date defined in the SOW, Attachment or Addenda

2.3 Fixed recurring fees are billed upfront on a recurring basis (Monthly, Quarterly or Annual). Variable recurring fees will be billed monthly in arrears based on the highest usage level in the billing period. Metering is based on DSM standard practices.

2.4 Service fees will be billed as incurred.

2.5 Non-subscription based sales will be billed as incurred.

2.6 In instances where a customer owns equipment that is located in DSM facilities, equipment may not be removed from DSM facilities until all outstanding balances and/or disputes have been satisfied. In instances where reconnection is required additional setup and service fees may apply.

2.7 Service Level Agreement Credits will be credited to the first bill after incurred.