

THIS MASTER SERVICES AGREEMENT (this "Agreement"), by and between Mentis Group, Inc., a Texas corporation ("MENTIS"), and the client that is executing this Agreement ("CLIENT"). The parties agree that the following terms and conditions will apply to services provided under this Agreement, or to any other services that may be provided by MENTIS pursuant to any agreement ancillary hereto.

1) Statement of Services.

- a) General Services. MENTIS will perform certain technology consulting services as CLIENT may request during the term of this Agreement, which may consist of (i) MENTIS providing assistance to CLIENT in the resolution of computer and/or computer related problems using those methods set forth in Section 3, and/or (ii) MENTIS shall act as a liaison between CLIENT and designated software and hardware manufacturer(s) for problem resolution (collectively, the "Services"). In the event services are required from a software or hardware manufacturer, it shall be CLIENT's responsibility to pay such manufacturer for such services. In the event a manufacturer provides MENTIS with a "fix" and MENTIS installs such fix, upon CLIENT request and MENTIS acceptance of the same, CLIENT may be billed by MENTIS for such installation service set forth in Section 1c.
- b) Scheduled Services. Services performed by MENTIS will be subject to those applicable addenda as are indicated in Schedule A attached hereto and each addendum that is separately executed by and between the parties shall be subject to the terms of this Agreement; provided, however, that in the event of a conflict between an addendum and this Agreement, the terms of the addendum shall prevail. CLIENT may elect to execute one or more addenda.
- c) Additional Services. CLIENT may periodically request additional services from MENTIS that are outside of the scope of services described above. A description of any such additional services shall be in writing, signed by the parties, and attached hereto in the form of an addendum, attachment, and/or modification. Any and all such agreements shall be ancillary and otherwise subject to the terms and conditions of this Master Services Agreement unless expressly stated otherwise. For purposes of this Agreement, any additional services shall be included in the definition of Services set forth above.
- d) Use of Subcontractors. MENTIS may, at its sole discretion, use a qualified subcontractor to provide services requested by CLIENT.

- e) Surcharges. CLIENT agrees to pay and shall be responsible for all surcharges for Services provided outside Business Hours (defined below).

2) Charges.

- a) Fees; Estimates. MENTIS will charge CLIENT for fees and materials as agreed upon in writing in all proposals and service offering agreements. All other services will be invoiced at MENTIS' standard published billing rates. From time to time, MENTIS may provide CLIENT with written or verbal estimates regarding the amount of time certain Services may take. Any estimate so provided shall not be binding on MENTIS in any manner whatsoever and, if such Services are requested by CLIENT following receipt of such estimate, CLIENT shall nonetheless be fully liable for the actual fees, expenses, and material costs incurred, regardless of such estimate, unless otherwise expressly agreed to between the parties in writing. Please note, charges for services and work performed under a Managed Services agreement or project statement of work supersede the Standard Published Billing Rates Per Role below.

Standard Published Billing Rates Per Role (per hour)

(1) Technician: \$155

(2) Senior Technician: \$195

(3) vCIO or Design Desk: \$225

(4) Emergency Breach Remediation (if not subscribed to Mentis Enhanced Security Services): \$295

- b) Expenses. MENTIS shall be reimbursed by CLIENT for all reasonable out-of-pocket expenses incurred by MENTIS in the performance of services for CLIENT.
- c) Travel. MENTIS will invoice for travel incurred outside a 60-mile radius of a MENTIS office. This includes mileage expenses, lodging, and other incidental travel expenses which will be paid by CLIENT. Actual Travel time will be billed at half the hourly rate.
- d) Surcharges. All rates in this Agreement are based upon Services provided during Business Hours (Monday thru Friday, 7AM to 6PM; except Holidays). Services provided outside of Business Hours are subject to the following surcharge multipliers applied to Standard Published Billing Rate Per Role unless otherwise specified by an authorized representative of MENTIS in writing. Please note, surcharges for services and work performed under a

Managed Services agreement or project statement of work supersede the Standard Published Billing Factors below. In most cases, after-hours and surcharges are not charged to CLIENT under a Managed Services agreement.

Standard Published Billing Factors

- (1) Monday to Friday (outside Business Hours): 1.5x
- (2) Saturday: 1.5x
- (3) Sunday: 1.5x
- (4) Holidays: 3x

- e) Taxes. There shall be added to the charges due an amount equal to all taxes based upon all services, equipment, hardware, software, freight, and other applicable charges. This includes all state and local sales and use taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by MENTIS in respect to the foregoing.
- f) Payment. All payments are immediately due and payable upon CLIENT's receipt of an invoice from MENTIS. MENTIS will deliver its invoices electronically via Mentis Payment Portal. CLIENT agrees to make payment in full to MENTIS for all amounts due under the terms of this Agreement or any agreement ancillary hereto. All such payments are due and owing at MENTIS' offices located in Dallas County, Texas. In the event MENTIS should commence any actions, or otherwise seek to enforce this Agreement against CLIENT, CLIENT agrees to pay reasonable attorney's fees, court costs, and other expenses incurred by MENTIS, whether or not suit is filed, which in any event shall not be less than 20% of any amounts due.
- g) Late Payments. In the event that a payment is not made by CLIENT within ten (10) days following its receipt of a MENTIS invoice, a late payment interest charge will be assessed at the rate of 1.5% per month on all past due invoice balances. Monthly statements of interest charges on all past due invoices will be available to CLIENT via the Mentis Payment Portal. In addition to any other right or remedy provided by law, if the CLIENT fails to pay for the services when due, MENTIS has the option to treat such failure to pay as a material breach of this Agreement and addendum Agreement(s), and may cancel this Agreement, addendum Agreement(s) and/or seek legal remedies. If any balance remains unpaid by the CLIENT after 15 days, MENTIS has the right to cease all work under this Agreement and addendum Agreement(s). The CLIENT agrees MENTIS will not be liable for any damages, including

special, consequential or incidental damages arising from or related to MENTIS ceasing work under this Agreement and addendum Agreement(s).

3) CLIENT Responsibilities.

- a) Service Requests. To request Services, CLIENT shall contact MENTIS during Business Hours. If CLIENT contacts MENTIS outside of Business Hours, MENTIS provides no guarantee whatsoever of its anticipated response time, though urgent issues will be addressed with best effort by MENTIS Staff.
- b) Access; Work Area. CLIENT agrees to allow MENTIS Staff reasonable access, during reasonable business hours of CLIENT (or as otherwise agreed to by the parties) to the premises and facilities where the CLIENT equipment is located. CLIENT agrees to provide an adjacent work area that includes adequate lighting, power outlets, a telephone line, and at least one data transmission line, if applicable, for troubleshooting and testing communications.
- c) Data Backup. It is the responsibility of the CLIENT to ensure that prescribed data backup operations performed by CLIENT are adequate. CLIENT acknowledges that troubleshooting its IT systems, as well as other installation services, pose the risk of data corruption or equipment failure that cannot be controlled by MENTIS or its Staff. CLIENT hereby agrees to hold MENTIS harmless from and against any and all costs of and damages to CLIENT resulting from MENTIS providing the Services, unless a final binding judicial order indicates such costs or expenses were the result of the gross negligence or willful misconduct of MENTIS, including, without limitation, those costs relating to any reconstruction of data stored on disk files, tapes, memories, etc., lost during the performance of the Services.

4) Confidentiality.

- a) Each party acknowledges that in the course of performance of its obligations pursuant to the terms of this Agreement and/or any agreement ancillary hereto, it may obtain confidential and/or proprietary information of the other party or its affiliates or existing or potential Clients. "Confidential Information" includes: information relating to development plans, costs, finances, marketing plans, equipment configurations, data, access or security codes or procedures utilized or acquired, business opportunities, names of Clients, research, and development; proprietary software; the terms, conditions, and existence of this Agreement; the pricing provisions

included within or incorporated into this Agreement; information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual; and any copies of the prior categories or excerpts included in other materials created by the recipient party. Each party agrees that it shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information. Further, the recipient party shall only use the Confidential Information for purposes of this Agreement, and shall not disclose the Confidential Information without the prior written consent of the other party. This provision shall not apply to Confidential Information which is (i) already known by the recipient party without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) rightfully received from a third party (other than an affiliate or Client of the party owning the Confidential Information) without an obligation of confidentiality, (iv) independently developed by the recipient party without use of the other party's Confidential Information, (v) disclosed without similar restrictions by the owner of the Confidential Information to a third party (other than an affiliate or Client of the party owning the Confidential Information), (vi) approved by the party owning the Confidential Information, in writing for disclosure, or (vii) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the recipient party provides the other party with timely prior written notice of such requirement. The parties have the right to provide the Confidential Information, pertinent to tax filings, claims, reviews, and audits, to taxing authorities and advisors, without notification to or approval by, the other party.

5) Information Security.

- a) In the course of its engagement with Clients, Mentis Group has access to, collects, and stores data relevant to managed IT services, project execution, and IT strategy. The data collected is stored in one or more of the following systems: Ticketing System, Documentation System, Remote Management and Monitoring System, Checklist System, Password Management System, Data Backup System, Procurement and Quoting System, Email and Spam Filtering System, Accounting System, Payment Portal System, and Vendor Partner Portals.

- b) To protect the data that is collected, MENTIS uses a multifaceted strategy to limit access to the data to the appropriate user, logs access where possible, and uses the least access needed strategy to provide access to authorized users.
- c) MENTIS subscribes to the principles outlined in the Zero Trust Network Access (ZTNA) framework and National Institute Standards and Technology (NIST) where possible. As a result, MENTIS subscribes to the practice of providing least access needed where possible to prevent employees from accessing data that is not applicable to perform their duties. Systems that contain sensitive data require additional authentication for specific functions and actions to re-confirm access.
- d) MENTIS requires all employees to have their own account with unique credentials to access the MENTIS environment. All users are required to change their password periodically, select a complex password, and use multifactor authentication to login. Employees that need administrator access are required to use a separate account with administrator access that does not stay logged in for extended periods of time.

MENTIS will access client environments using an account that is unique with passwords that are unique across clients. MENTIS will create unique accounts for each MENTIS employee when required. Credentials are stored in a system that tracks each time a MENTIS employee views a record, and all data resides in a password protected system that is encrypted at rest and in transit. MENTIS leverages logging capabilities within the systems that support this feature to track access and actions taken.
- e) MENTIS leverages encryption for all data at rest and in transit where possible. MENTIS has a policy that requires employees to send all sensitive data being transmitted via email to use email encryption to protect the contents of the message. In addition, data that is backed up using MENTIS Restore Point products utilize encryption to prevent unauthorized access to the data regardless of where it resides.
- f) MENTIS utilizes specialized software to access devices covered under Managed Services that facilitates remote access to the device. When the device is located in an environment that is governed by regulations that require users approving access or client requests this feature is enabled, MENTIS applies a policy to the environment that prevents MENTIS employees from accessing devices without consent. This allows users to

control when a MENTIS employee is able to remotely connect to the computer to provide support or view the screen of the computer.

6) Mutual Non-Hire Covenant.

- a) CLIENT acknowledges that MENTIS has a substantial investment in its employees that provide Services to CLIENT under this Agreement and that such employees are subject to MENTIS' control and supervision. In consideration of this investment, CLIENT agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving MENTIS' written consent.
- b) MENTIS acknowledges that CLIENT has a substantial investment in its employees. In consideration of this investment, MENTIS agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving CLIENT's written consent.
- c) If an employee terminates his or her employment with MENTIS or CLIENT (regardless of the reason for termination), and is employed by the other party (or any affiliate, subsidiary, or supporting entity of CLIENT) in any capacity either during or within a 12-month period, the hiring party shall immediately pay the other an amount equal to 200% of the then current annual salary paid by MENTIS or CLIENT to such employee.

7) Indemnity.

- a) Each party hereby agrees to indemnify and hold the other party harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's gross negligence or willful misconduct.

8) Compliance with Laws.

- a) Each party hereby agrees to comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes. A violation of this section is considered a material breach of the Agreement. Mentis Group is not responsible for ensuring Client's compliance with laws, nor does anything in this agreement or any ancillary agreement impose any such duty on Mentis Group.

9) Warranties.

- a) No Warranties. The Services, and all other products and support, are provided to CLIENT on an “as-is” basis. MENTIS provides no warranties or remedies for the same.
- b) Disclaimer of Warranties. MENTIS hereby disclaims all warranties and representations with respect to the Services, and all other products and support provided by MENTIS, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. MENTIS does not warrant the Services, and all other products and support provided by MENTIS, are error-free or will operate without interruption.
- c) No Other Warranties. No oral or written information or advice given by MENTIS or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein.

10) Term, Termination, and Survival.

- a) Term. This Agreement shall commence on the Effective Date and thereafter shall remain in effect (unless terminated as set forth in this Section) for a term lasting until one (1) year after the last MENTIS invoice is delivered to CLIENT, except as otherwise provided in any active Managed Services Addendum. For Clients with an active Managed Services Addendum, the term shall be as set forth in that Addendum, and the Addendum’s termination provisions shall govern exclusively.
- b) Termination. MENTIS may terminate this Agreement (and any agreement ancillary hereto) without notice and immediately if:
 - i) CLIENT defaults on any payment obligation;
 - ii) CLIENT files for, or has filed against it, a petition for bankruptcy under the Federal Bankruptcy Code;
 - iii) any of the following occurs: (A) CLIENT makes a general assignment for the benefit of creditors; (B) CLIENT becomes insolvent or becomes unable to pay its debts as they become due; or (C) a receiver, liquidating officer, or trustee is appointed for substantially all of the assets of CLIENT.
- c) Survival. Upon the expiration or termination of this Agreement for any reason, the provisions of Sections 4, 6 and 7 shall survive.

11) Limitation on Liability.

- a) In no event shall either party be liable to the other for any special, incidental, consequential, or punitive damages or losses that may be suffered by either

party with respect to the subject matter hereof, whether or not a party had reason to believe of the possibility of the same. Such damages include, but are not limited to, compensation, reimbursement, or damages on account of present or prospective profits, expenditures, investments, or commitments, whether made in the establishment, development, or maintenance of business reputation or goodwill. In no event shall MENTIS and/or its directors, officers, owners, agents, or Staff be liable to CLIENT, whether jointly, severally, or individually, in an amount in excess of the compensation paid to MENTIS under this Agreement pursuant to the invoiced amount of such Services from which any damages directly arise. All warranties, whether statutory, express or implied, including any warranties of quality, durability, fitness for particular purpose, merchantability, continuous use, design, compliance with applicable law, performance or error-free operation are disclaimed in their entirety.

12) Client Warranty RE: Software Licensing.

- a) CLIENT warrants that all software it provides to MENTIS for installation, configuration or use in any way, has been legally obtained and is properly licensed. CLIENT further warrants that it has legally purchased sufficient number of copies of such software and that it has not violated any licensing laws.
- b) MENTIS has no knowledge regarding licensing of software provided to it by its CLIENT and the CLIENT indemnifies MENTIS for any installation, configuration or use of such software. CLIENT understands and acknowledges that that it shall be solely responsible and liable for all software licensing compliance.

13) Equipment Ownership.

- a) The CLIENT agrees that the equipment provided as part of this agreement is owned by MENTIS. Therefore, if it is stolen, damaged, or destroyed, the replacement equipment will be procured at the CLIENT's expense and any labor required to reinstall the equipment will be considered a project and billed accordingly. Typically, these fees are covered by the CLIENT's business insurance and CLIENT is encouraged to verify with their insurance provider. MENTIS may need to be named as an additional insured on your policy.

14) Force Majeure.

- a) MENTIS shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by accidents beyond MENTIS' reasonable control, such as, but not limited to fire, flood, or other natural disasters, or, embargo, court order, riot, or other intervention of any government authority.

15) Notices.

- a) All notices herein provided for or which may be given in connection with this Agreement shall be sent via regular mail, postage prepaid, or by facsimile. If notice is deposited in the regular mail, it will be deemed received on the third business day after it is so deposited. Notice given in any other manner shall be deemed received only if and when actually received by the party to be notified. If any such notice shall be given by CLIENT to MENTIS, it shall be addressed to:

Mentis Group, Inc.
8330 LBJ Frwy., Suite 450
Dallas, TX 75243

16) General.

- a) Entire Agreement. This Agreement constitutes the entire agreement between MENTIS and CLIENT with respect to furnishing of services hereunder and there are no oral or written representations, understandings, or agreements relating to this agreement which are not fully expressed herein.
- b) Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any claims resulting from this Agreement shall be in federal or state courts located in Dallas County, Texas.
- c) Assignment. This Agreement may not be assigned without the prior written consent of the other party. Any attempted assignment in violation of this Section shall be null and void ab initio.
- d) Waiver. No provision of the Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

- e) Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway.
 - f) Use as Reference. CLIENT agrees that MENTIS may use CLIENT as a reference in promotional materials. CLIENT may withdraw this permission at any time, provided that MENTIS shall not be required to withdraw materials then in fixed circulation. CLIENT shall have the right to approve references to it in advance. Such approval will not be unreasonably withheld or delayed. Approval will be presumed if no response has been received five (5) days after the materials have been submitted for approval.
- 17) Attorney's Fees and Costs.
- a) In any action involving the enforcement or interpretation of this Agreement, the prevailing party, whether CLIENT or MENTIS, shall be entitled to its reasonable attorneys' fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law.