



Master Services Agreement

This Master Services Agreement (this “Agreement”) is made and entered into effective as of the last date set forth on the signature page below by and between Cornerstone Tech, Inc, a California Corporation (“Cornerstone”), and the entity set forth at the signature page as the customer (“Customer”).

1. PURCHASE OF PRODUCTS AND/OR SERVICES

Customer may purchase (i) third-party hardware or equipment, software license or services (collectively the “Products”) or (ii) installation, consulting, integration, and/or educational services directly provided by Cornerstone (collectively, the “Services”) under this Agreement. The specific Products and Services purchased pursuant to this Agreement will be set out in a separate Proposal and/or Statement of Work agreed upon in writing by both parties during the term of this Agreement (each Proposal and/or Statement work referred to herein as a “Statement of Work”). Attached hereto and marked as **Exhibit A** is a general outline of what is to be included in each Statement of Work. Each mutually agreed upon Statement of Work is incorporated herein by this reference.

2. ORDERS

Orders for Products or Services placed by Customer will be effective when accepted in writing by Cornerstone on the applicable Statement of Work. Customer agrees that each order placed with Cornerstone shall be governed by this Agreement regardless of any preprinted or other terms on Customer’s order or the preprinted terms or other terms on the Statement of Work, unless it is noted on the Statement of Work that the new or different terms are an exception for that specific Statement of Work. Orders may be sent by fax, email or other electronic media approved by Cornerstone.

3. PRICES; TAXES; PAYMENT; DELIVERY

A. **Prices.** The price for the Products and Services ordered by Customer shall be the price set forth in the Statement of Work signed by Customer and Cornerstone. Also, Customer will reimburse Cornerstone for expenses as defined in the Statement of Work.

B. **Taxes and other levies.** Prices are exclusive of any tax, fee, duty or other governmental charge however designated (except for taxes on Cornerstone’s net income) which may be levied or based on the sale, delivery, use or performance of the Products or Services (the “Taxes”). All such Taxes shall be for the account of Customer and any such Taxes required to be paid or collected by Cornerstone shall be paid by Customer to Cornerstone unless Customer provides Cornerstone with a valid certificate of exemption acceptable to the appropriate authority.

C. **Payment.** Unless otherwise set forth in a Statement of Work, terms of payment for purchasing Products are Net 30 from the date of invoice. Unless otherwise set forth in a Statement of Work, terms of payment for Services are a 50% down payment of the estimated Services required before actual Services will be performed, with the remaining balance on Services billed in accordance with the payment schedule defined in the signed Statement of Work. All Services invoices are Net 15 from the date of the invoice.

Terms of payment for Services will be on a time and materials basis with a minimum of one hour to be billed for phone support and a minimum of two hours to be billed for onsite support. Normal support hours are between 7:00am and 7:00pm Monday through Friday (the “Normal Business Hours”). Support services performed before and/or after the Normal Business Hours Monday through Friday will be billed at time and a half Cornerstone’s normal billing rate. Support services performed on Saturday or Sunday will be billed at two times Cornerstone’s normal billing rate.

Payment terms are subject to initial and continuing credit approval. Customer agrees that Cornerstone shall not be responsible for Customer’s payment procedures. On any past due invoice, Cornerstone may charge Customer interest from the payment due date to the date of payment at a rate of 1.5% per month, plus reasonable attorney fees and collection costs. Cornerstone reserves the right to suspend the delivery of Products or Services until Customer’s outstanding balances are paid.

D. **Delivery.** All shipping dates for the delivery of Products and all dates and timelines for the provision of Services are approximate and are contingent upon Cornerstone’s prompt receipt of all necessary information and assistance from Customer to properly process the order of Products and provide the Services. Legal title to hardware and equipment and all risk of loss thereto shall transfer to Customer upon delivery to Customer’s location. The license of the software and all risk of loss thereto shall transfer to Customer upon Cornerstone’s delivery of such software to Customer. Customer shall be responsible for all freight costs. Cornerstone reserves the right to make partial shipments and Customer will accept delivery and pay for the Products delivered.

4. SERVICES

A. **Service Descriptions.** Customer’s order for the Services will be according to the terms of the Statement of Work in effect on the date of the order for the Service option which Customer orders or as otherwise mutually agreed in a written Statement of Work. Should Customer request immediate support services where there isn’t time to create a Statement of Work, Customer agrees to pay for all support services based on Cornerstone’s current general support payment terms. Service descriptions are available from Cornerstone upon request.

B. **Quality of Work.** Cornerstone warrants to Customer that the Services will be provided in accordance with the specifications set forth in the Statement of Work and will be of professional quality conforming to generally accepted practices. For Services performed by Cornerstone which are determined by mutual agreement of Customer and Cornerstone to be of less than professional quality, or otherwise failing to meet the specifications defined in the Statement of Work, Customer's sole and exclusive remedy shall consist of Cornerstone re-performing the unacceptable portion of the Services at no additional charge. Customer agrees to notify Cornerstone of any such non-conformance within fifteen (15) days after the portion of the Services has been completed, after which Customer shall hold Cornerstone harmless of any errors.

C. **Replacement of Cornerstone Consultants.** It is understood that from time to time, it may be necessary for Cornerstone to replace an individual. Customer agrees that Cornerstone has the unilateral right to remove any of its employees and subcontractors and replace said individuals with individuals capable of providing the same service. Cornerstone shall use all reasonable efforts to provide replacement individuals having appropriate skills and training.

D. **Cooperation.** Customer shall, at its own expense, provide Cornerstone with all reasonable cooperation necessary or appropriate for completion of the Services, including (if necessary) providing access to properly equipped facilities and obtaining all Required Consents necessary for Cornerstone to provide the Services. "Required Consents" are any consents or approvals required to give Cornerstone the right or license to access, use, and/or modify any third-party software, hardware or other products or information used by Customer without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such items. When Cornerstone's performance of the Services requires or is contingent upon Customer's performance of an obligation (including providing Required Consents, approval or notification or taking a recommended corrective action) under this Agreement or a relevant SOW, and Customer delays or withholds its performance beyond the agreed time period (or beyond five business days, if a time period is not specified), Cornerstone will be relieved of its obligation to perform such Services entirely or, if it is reasonable for Cornerstone to perform once Customer performs, until a reasonable period following Customer's performance of its responsibility.

5. PRODUCTS

A. **Third-Party Terms.** Customer acknowledges that Cornerstone is a reseller of the Products manufactured, licensed or provided by third-party manufacturers, licensors or vendors and that those Products are sold to Customer subject to any additional terms imposed by the third party (including, without limitation, warranties, license agreements or terms and conditions). This Agreement does not transfer title to Software. Customer shall receive only the rights set forth in a license agreement for the software to be provided by the applicable third-party licensor. Third-Party services are sold by Cornerstone but provided by the Product manufacturer, licensor or vendor under a separate agreement or separate terms and conditions to be provided by such third party to Customer. Customer agrees to comply with the terms and conditions of, and, if Cornerstone so requests, to execute, any separate agreement provided with any Products and deliver it to Cornerstone or its third-party manufacturer, licensor or vendor. If Customer breaches such agreement(s), Cornerstone and its third-party manufacturer, licensor or vendor each shall have the right to enforce such agreement(s) directly against Customer.

B. **Cancellation & Returns.** Cornerstone may cancel any or all of the Products in a Statement of Work if its manufacturer, licensor or vendor does not accept or cancels the applicable order from Cornerstone. Product returns are solely at the discretion of Cornerstone which, if accepted, are subject to the written authorization of the manufacturer, licensor or vendor.

C. **Other Related Services.** Customer acknowledges that (i) Cornerstone is not responsible for installation, maintenance, upgrading, enhancement, or error correction, of the Products or for any training or other services relating thereto unless specifically set forth in a Statement of Work and (ii) in order to obtain the benefits desired from the Products, Customer may need to obtain and integrate with the Products various other products which are not provided by Cornerstone under this Agreement. Customer is responsible for obtaining any such additional services and products under a separate agreement from Cornerstone, the Product manufacturer, licensor or vendor or another qualified third party.

D. **Referral Partners.** Cornerstone has agreements with certain organizations to promote, market and support certain Products ("Referral Partners"). When Customer orders Products under this Agreement marketed to Customer by Cornerstone's Referral Partners, Cornerstone confirms that it is responsible for providing the Products to Customer under the terms of any applicable SOW and this Agreement. However, Cornerstone is not responsible for (a) the actions of the Referral Partners, (b) any additional obligations Referral Partners have to Customer or (c) any products or services that Referral Partners supply to Customer under their own agreements.

6. CONFIDENTIAL INFORMATION; OWNERSHIP OF MATERIALS RELATED TO THE SERVICES

A. **Use of Confidential Information.** Either party (the "Disclosing Party") may from time to time disclose Confidential Information to the other party (the "Recipient"). "Confidential Information" is all nonpublic information concerning the business, employees, technology, and strategies of the Disclosing Party which is conveyed to the Recipient orally or in tangible form and is either marked as "confidential" or which, due to the circumstances surrounding its disclosure or its nature or sensitivity, should have been understood by the Recipient as intended to be treated as "confidential" and subject to the undertakings of this Agreement. Recipient will keep in confidence and trust and will not disclose or disseminate, or permit any employee, agent or other party working under Recipient's direction to disclose or disseminate the existence, source, content or substance of any Confidential Information to any other party. Recipient shall use Confidential Information of the Disclosing Party only as necessary for the performance of this Agreement. Recipient will employ at least the same methods and degree of care, but no less than a reasonable degree of care, to prevent disclosure of the Confidential Information as Recipient employs with respect to its own confidential information, trade secrets and proprietary information, and such individuals will be informed of the confidential nature of the information and will be bound by the terms of these provisions. Recipient's employees, independent contractors, and agents will be given access to the Confidential Information only on a need-to-know basis, and only if they have executed a form of non-disclosure agreement

with Recipient which imposes a duty to maintain the confidentiality of information that is at least as restrictive as the terms in this Agreement. Except for Cornerstone's obligations in this Section, Customer is solely responsible for the security of its Confidential Information and for maintaining adequate procedures regarding the same. The commitments in this Agreement will not impose any obligations on Recipient with respect to any portion of the received information which: (i) is now generally known or available or which hereafter, through no act or failure to act on the part of Recipient, becomes generally known or available; (ii) is rightfully known to Recipient at the time of receiving such information; (iii) is furnished to Recipient by a third party without restriction on disclosure and without a breach by such third party of any confidentiality undertaking with respect thereto; or (iv) is independently developed by Recipient without the use of Confidential Information.

B. Ownership of Materials Related to Services.

I. If a Statement of Work provides for any Deliverables as part of Cornerstone's provision of the Services then, on condition of Customer's full and complete payment of all amounts owed under such Statement of Work and subject to Cornerstone's retention of ownership of its Background Intellectual Property (defined below), all right, title and interest in and to the final Deliverables shall be transferred to and owned by Customer. "Deliverables" means all deliverables, such as reports, computer programs, software, solutions, modifications or integrations as part of Cornerstone's performance of the Services under this Agreement (for clarity, Deliverables do not include any Products). Customer grants Cornerstone a non-exclusive, non-transferable license during the term of this Agreement to use, reproduce, modify, and display Customer's intellectual property and Confidential Information, and Deliverables, to the extent necessary to perform the Services.

II. Customer hereby acknowledges and agrees that Cornerstone is in the business of providing information technology installation, consulting, integration, and/or educational services and that Cornerstone shall have the right to provide services that are the same or similar to the services provided to Customer under this Agreement to third parties and shall retain ownership of and the right to use all methodologies, know how, processes, engineering details, materials, technology, technical documentation, inventions, algorithms, software, fixes, updates, architecture, logic, source files, source codes, engines or other backend and background elements, files and features incorporated into or utilized by any Deliverables or Services (collectively, "Background Intellectual Property"). Customer acknowledges and agrees that Cornerstone shall retain ownership of any and all Background Intellectual Property, including any and all associated intellectual property and proprietary rights. Cornerstone hereby grants to Customer a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, display and perform Cornerstone's Background Intellectual Property to the extent incorporated into Deliverables provided hereunder strictly for the purposes set out in the applicable Statement of Work.

7. INFRINGEMENT INDEMNIFICATION

A. **Indemnification.** Cornerstone agrees to defend at its own expense any action brought against Customer to the extent that it is based on a claim that any Services furnished by Cornerstone under this Agreement infringes a United States patent, copyright, or trade mark, and will pay any costs and damages finally awarded against Customer in any such actions which are attributable to any such claim. Cornerstone's obligation under the preceding sentence is subject to the conditions that (i) Customer promptly notifies Cornerstone in writing of any such claim, and (ii) Cornerstone has sole control of such defense and all negotiations for any settlement or compromise.

B. **Limitations.** Cornerstone has no liability to Customer with respect to any claim which is based upon or results from (i) the combination of any Services with any equipment, device, firmware, hardware, services or software not furnished by Cornerstone, (ii) any modification of any Services by a party other than Cornerstone or the party authorized by Cornerstone to furnish Services, (iii) Customer's failure to install or have installed changes, revisions or updates to covered products and/or software as instructed by Cornerstone, (iv) Cornerstone's compliance with Customer's specifications, designs or instructions, and/or (v) any third-party Products.

C. **Remedies for Infringement Claims.** If Customer's right to use any Services or Deliverable provided hereunder is, or in Cornerstone's opinion is likely to be, enjoined, then Cornerstone may, at its sole option and expense: (i) procure for Customer the right to continue using the Services or Deliverables under the terms of this Agreement free of the infringement claim; (ii) replace or modify the Services or Deliverables to avoid the claim, provided that the same functionality is provided by the replacement or modified Services or Deliverables; or (iii) terminate its obligations and Customer's rights hereunder with respect to such Services and Deliverables, and to the extent that Customer is enjoined from using the Services or Deliverables as a result of the infringement claim or impending infringement claim, reimburse Customer for the fees actually paid by Customer to Cornerstone for the affected Services and Deliverables.

8. TERM AND TERMINATION

A. **Term.** The initial term of this Agreement is one (1) year. This Agreement will renew for successive one (1) year terms unless an authorized representative of Customer or Cornerstone provides the other party with written notification of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.

B. **Termination.** Either party may terminate this Agreement if (i) the other party becomes insolvent, files or has filed against it a petition in bankruptcy (which if involuntary is not dismissed within ninety (90) days of such filing), or ceases doing business; or (ii) the other party fails to cure a material breach of this Agreement within thirty (30) days after written notice of such breach from the party not in default. Should Customer fail to properly and/or timely pay Cornerstone in accordance with this Agreement two (2) times within any twelve (12) month period (even if cured), Cornerstone shall have the right to immediately, at its discretion, suspend the delivery of any Products or Services or terminate this Agreement. Upon termination of this Agreement by Cornerstone for Customer's breach, Cornerstone may cancel all of Customer's unfulfilled Statements of Work without further obligation to furnish Services.

C. **Continuing effect.** Any expiration or earlier termination of this Agreement does not modify or alter any of the obligations of the parties which accrued prior to such termination. The sections of this Agreement which address taxes; duty; fees; payment; proprietary rights

and information; warranty; export and re-export; remedies; limitations of liability; termination; governing law; and venue or other provisions which by their terms or circumstances shall survive termination shall survive any expiration or termination of this Agreement.

9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

A. Disclaimer of Warranty. FOR ALL THIRD-PARTY PRODUCTS, CORNERSTONE PROVIDES THE PRODUCTS "AS IS" WITH NO WARRANTY TO CUSTOMER AND DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Rather, Cornerstone will assign to Customer any Product warranties available and authorized by the third-party manufacturer, licensor or vendor, subject to all such applicable third-party limitations. FOR ALL SERVICES (INCLUDING ANY DELIVERABLES), EXCEPT AS PROVIDED IN SECTION 4.B. ABOVE, CORNERSTONE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of liability. EXCEPT AS SET FORTH IN SECTION 7 OF THIS AGREEMENT WITH RESPECT TO CORNERSTONE'S INFRINGEMENT INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES, WHETHER ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR MALFEASANCE ON THE PART OF ITS EMPLOYEES OR CONTRACTORS OR OTHERWISE), SHALL CORNERSTONE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE PRODUCTS SOLD OR SERVICES RENDERED OR THE FAILURE TO DELIVER OR RENDER SUCH PRODUCTS OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THERETO, LOSS OF USE, LOSS OF DATA, EQUIPMENT OR ANY AFFILIATED COMPONENTS OR LIABILITY TO THIRD PARTIES HOWEVER CAUSED. Cornerstone is not an insurer and payments named herein are based solely on the value of the Products resold and Services provided herein. It is impracticable and extremely difficult to adjudge actual damages from the nature of Products resold and Services to be rendered, and, therefore, if, notwithstanding the above provisions, there should arise any liability on the part of Cornerstone, such liability for each occurrence shall be limited to an amount equal to Customer's actual direct damages not to exceed the fee paid by Customer to Cornerstone for such applicable Products or Services under this Agreement, and received as liquidated damages and not as a penalty. Customer shall indemnify and save harmless Cornerstone, its employees, contractors and agents for and against all third-party claims, lawsuits and losses alleged to be caused by the negligence or malfeasance of Customer, its employees and/or agents. Customer is precluded from making any claim against Cornerstone to the extent that such claim relates to any Product or Services which have been (i) altered (except by Cornerstone or as otherwise instructed in writing by Cornerstone), (ii) used in conjunction with another vendor's product, software or services resulting in the defect, damage or loss, or (iii) damaged by improper environment, abuse, misuse, accident or negligence.

10. EXPORT AND RE-EXPORT

Customer agrees not to export, directly or indirectly, any Products or Services without first obtaining any required export licenses or other governmental approvals. Without limiting the foregoing, Customer, on behalf of itself and its subsidiaries and affiliates, agrees that it will not export, re-export, transfer or divert any Product or Services to any country to which such exports or re-exports are restricted or embargoed under United States export control laws and regulations, or to any national or resident of such restricted or embargoed countries without first obtaining all export licenses and approvals required by the United States government.

11. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year thereafter, each party hereto agrees not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of the other party's employees or subcontractors, unless such party obtains the other party's prior written consent. Should either party hire an employee or subcontractor of the other party through employment or otherwise within the restricted time period without prior written consent of the other party, such hiring party will immediately pay the other party as liquidated damages an amount equal to the greater of twice the hired person's current annual compensation or \$150,000. Should such an event occur, the damaged party is entitled to an injunction prohibiting the applicable employee or subcontractor to be paid or perform work for the hiring party while the case is pending trial or other resolution. Notwithstanding the foregoing, the parties hereby acknowledge and agree the restrictions of this Section shall not apply to the hiring by either party of an individual who, not being specifically solicited or targeted, responds to a general recruitment advertisement of the other party.

12. MANAGED SERVICES

A. Changes to Service and/or Equipment. If Customer modifies or changes any Services or Products provided by Cornerstone without the express written consent of Cornerstone, Customer does so at its own risk and expense. Cornerstone will not be liable or responsible for problems created as a result of Customer's changes to Services, Products and/or Customer's network or systems. If Customer wants Cornerstone to correct problems resulting from unauthorized changes, this will be considered a new project and Customer agrees that the same terms and conditions set out in this Agreement shall apply.

B. Obligation to back-up Data and Software. Customer shall be responsible for maintaining backups of all critical documents, files, databases, and software applications on all of Customer servers, workstations, and all other electronic equipment.

C. Reimbursement for parts and supplies. From time to time, Cornerstone may need to purchase computer parts, equipment, supplies, software, etc. to provide Services to Customer. Customer agrees to reimburse Cornerstone for all such expenses incurred under this Agreement. Purchases will not be made without the prior verbal or written approval from Customer.

D. Software Licensing. Customer warrants that all software it provides to Cornerstone for installation, configuration or use in any way has been legally obtained and is properly licensed. Customer further warrants that it has legally purchased a sufficient number of copies of all

software and that it has not violated any laws obtaining the software. Cornerstone has no knowledge regarding licensing of software provided to it by Customer. Customer indemnifies Cornerstone for any installation, configuration or use of such software. Customer understands and acknowledges that it shall be solely responsible and liable for all licensing and purchasing of software.

E. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party except that either party may assign this Agreement to the surviving party in the event of a merger or acquisition without the other party's consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

F. **Hazards.** Customer agrees to inform Cornerstone in advance if the furnishing of the Products or Services will be in an environment, which could pose a health or safety hazard to Cornerstone's employees or subcontractors. It is Customer's responsibility to furnish a safe and appropriate place to work, appropriate safety and hazardous materials training, and all tools and other materials, including protective devices, wearing apparel, instruments and/or other materials required for Cornerstone's employees to perform their duties in compliance with all local, state and federal safety, health and environmental laws and regulations.

G. **Place of Work.** To the extent agreed upon on a SOW by SOW basis, Cornerstone's personnel will perform some of the Services for Customer at Customer's premises in a suitable location designated by Customer. While at Customer's premises, Cornerstone and Cornerstone personnel shall (a) comply with the reasonable requests, written rules and regulations of Customer regarding safety and health, personal and professional conduct (including adhering to general safety practices or procedures) generally applicable to such Customer premises and (b) otherwise conduct themselves in a businesslike manner.

13. ADDITIONAL PROVISIONS

A. **Severability.** If any provision of this Agreement proves to be or becomes invalid or unenforceable under any applicable law, then such provision shall be deemed modified (a) to the extent necessary in order to render such provision valid and enforceable and (b) so as to most closely reflect the parties' original intent. If such provision may not be so modified, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

B. **Insurance.** Cornerstone, at its expense, agrees to maintain insurance coverage as set forth on **Exhibit B** attached hereto. Upon Customer's written request, Cornerstone will furnish an applicable certificate of insurance.

C. **Compliance.** Cornerstone and Customer agree to materially comply with the provisions of all applicable laws, ordinances, regulations and codes.

D. **Force Majeure.** Except for Customer's payment obligations set forth in this Agreement, neither party is liable for its failure or delay to perform its obligations under this Agreement due to strikes, wars, revolutions, acts of terrorism, fires, floods, explosions, earthquakes, parts or labor shortages, government regulations, or other causes beyond its reasonable control; provided, however, that in any such event both parties agree to make a good faith effort to meet their respective obligations hereunder.

E. **Price and Service Description Changes.** Cornerstone reserves the right to change its discount practices and Service Descriptions whether referred to in this Agreement, a Statement of Work or set forth in any exhibit to this Agreement. For changes, which, in Cornerstone's opinion, may adversely affect Customer, Cornerstone will provide thirty (30) days' notice, or such longer period as Cornerstone deems appropriate, prior to the effective date of such change. However, prices for orders already acknowledged by Cornerstone will remain firm for the coverage period acknowledged. Price and Service Description changes will only apply for new and renewal orders that are placed after the effective date of such change.

F. **Amendment; Waiver; Certain Errors.** Any waiver, amendment or modification of any right, remedy or other term under this Agreement will not be effective unless in writing and signed by an authorized person of the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof. Neither party shall be bound by typographical or clerical errors.

G. **Entire Agreement.** This Agreement, including all Exhibits and agreed upon Statements of Work, constitute the complete and exclusive agreement of the parties with respect to the subject matter of this Agreement. The parties agree that the terms and conditions contained herein shall supersede all proposals and prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The parties acknowledge that the parties may have also entered into a confidentiality agreement, which agreement shall continue to bind the parties.

H. **Notices.** All notices hereunder shall be deemed if in writing and delivered personally, sent by registered mail or certified mail, return receipt requested, or sent by national overnight courier, to the parties at the following addresses, or at such other addresses as shall be specified by like notice: (a) if to Cornerstone: Cornerstone Technologies, L.L.C., Attn: Contracts Administrator, 7015 College Blvd., Suite 300, Overland Park, Kansas 66211; and (b) if to Customer to, the notice address set forth on the signature page hereto. Any notice given by personal delivery shall be effective upon the business day following the day of delivery. Any notice given by registered mail or certified mail shall be effective three (3) business days after deposit in the United States mail. Any notice given by national overnight courier delivery shall be effective upon the business day following the day of the scheduled delivery to the recipient.

I. **Counterparts; Electronic Signatures.** Signatures transmitted via facsimile or electronically transmitted signatures (e.g., "pdf" signatures attached to an e-mail) shall be deemed originals and shall bind such party to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

J. **Headings; Terms.** The headings of the sections of this Agreement are inserted solely for the convenience of reference and in no way define, limit, extend or aid in the construction of the scope or intent of this Agreement or any term or provision hereof. All terms and words used in this Agreement, regardless of numbers and genders in which they are used, shall be deemed to include singular or plural and all genders as the context or sense of this Agreement or any section or clause herein may require.

K. **Applicable Law.** The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the state of Kansas, without giving effect to any choice of law or conflict of law provisions or rules (whether of the state of Kansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Kansas.

L. **Priority of Agreements.** In the event that a conflict exists or occurs between the documents referenced in this Agreement, the order of precedence will be as follows: (a) this Master Services Agreement; and then (b) Statements of Work.

M. **No Strict Construction.** Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, each of the parties confirms that both it and its counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties thereto to express their mutual intent, and no rule of strict construction shall be applied against any person. This Agreement shall not be construed against the principal drafter.

N. **Independent Contractors.** The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of, or to incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party.

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the date noted below.

Customer Name: _____

Cornerstone Tech, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

“Customer”

“Cornerstone”

Address for Notice:

Exhibit A
To
Cornerstone Tech, Inc. Master Services Agreement

Statement of Work

The Statement of Work will be a separate document that contains the specifics of the project. All Statements of Work (SOW) will generally contain the following information, as applicable for the particular SOW, and will require signatures from both Customer and Cornerstone before any work will be performed.

- Project Name
- Project Description
- Project Objectives
- Project Deliverables
- Project Team
- Project Timelines
- Project Estimated Costs
- Project Payment Terms
- Project Acceptance (signatures from Customer and Cornerstone)

Exhibit B
To
Cornerstone Tech, Inc. Master Services Agreement
Cornerstone Insurance