

**Master Services Agreement (MSA)  
Managed Network Services (MNS) and Network Monitoring Services (NMS)**

BridgeConnex, ("BCX") and Customer Name (as written in Statement of Work) agree that all support, consulting and other services or advice, including any resulting deliverables (referred to collectively and individually herein, as the context requires, as "Services") are provided under the terms and conditions of this Agreement.

The Services that are provided pursuant to the terms of this Agreement are in accordance with the Service Options outlined below. The precise scope of the services will be specified in each Statement of Work ("SOW") and/or Managed Services Agreement. If there is any inconsistency between the terms and conditions contained in this the Master Agreement and the terms of an SOW, the terms of the SOW will prevail.

The terms contained in each SOW and/or Managed Services Agreement that is now attached or later added to this Agreement shall be an integral part of this Agreement. Any references to the term "we" or "our" shall apply to BCX and any reference to "you" or "your(s)" shall apply to you, the Customer.

1. Service Options

The Customer may establish one or more agreements with BCX. Each agreement will fall under one of the following Service Option types which classify billing models and service structures.

- A. Statement of Work: SOW's can be a combination of Fixed Price and Time and Materials ("T&M"). T&M SOW provide that all hours for services and all materials used in delivering services including required hardware, software, and associated expenses are billed as they are used. Fixed Price SOW provide a good faith estimate of a fixed price for services, subject to approved change orders, and all materials used in delivering services including required hardware, software, and associated expenses.
- B. Managed Services Agreements: For Customer that would like to maintain more predictable and recurring user support costs as well as predictable infrastructure management, BCX offers "Managed Services" agreements. These agreements segregate support services into specific categories that include monitoring, maintenance, and support services as well as other optional support offerings. Customer may select any combination of available services as outlined in the associated SOW for customer as it pertains to the customers WAN Connections or specific Devices as chosen in the SOW.

2. Standard Service Terms

Standard Service Terms apply to all services provided unless specifically amended in a signed SOW and/or Managed Services Agreement.

A. Service Hours:

Standard Office Hours (i.e. "business hours") 10x5: BCX's standard hours of operation are Monday through Friday, 8:00am through 5:00pm EST, excluding all weekends and six (6) annual major federal holidays.

Extended Hours: 24x7: Extended hours are those hours outside of BCX's standard service hours. During extended hours, BCX provides 24 hour access to support as an option under its carrier services and also Managed Services Contracts for its clients. That support is provided by the NOC and after hour's teams.

B. Scheduling and Availability:

BCX will always aim to provide the minimum response time possible under current operating conditions and staffing circumstances at the time of actual service requests as outlined in SOW.

C. Service Requests

BCX cannot and will not guarantee the response levels provided below for communications not made through the Service Desk. All service requests must contain:

i) a clear and concise description of the request; ii) any required special instructions; iii) any necessary individuals' contact information relating to the request; iv) come from a valid return email account (for automated acknowledgements of the request); and v) a clearly designated priority level.

**Service Desk:** The Service Desk acts as a central point of contact for all technical support, including hardware and software questions and installations, networking, network connection requests, and troubleshooting. Customer may submit requests online, by sending e-mail to [support@bridgeconnex.com](mailto:support@bridgeconnex.com), or calling 888.749.3510. E-mail Support requests can be submitted 24/7.

**Response Time:** The time between receipt of the service desk submission and the time that a BCX staff member begins working on the issue. Due to the wide diversity of problems that can occur, and the methods needed to resolve them, response time IS NOT defined as the time between the receipt of a call and problem resolution. BCX will make all reasonable efforts to provide 4 hour response time, unless otherwise agreed in the Statement of Work.

### 3. Invoicing, Payment and Terms

- A. BCX will invoice Customer monthly for services rendered unless otherwise stated in the SOW and/or Managed Services agreement. Additional invoices may be submitted at any time during the month for project commitments and product purchases. Customer will be responsible for any applicable taxes and shipping charges.
- B. Customer agrees to pay to BCX the amount and or rates specified in the SOW and/or Managed Services Agreement. Payment terms will be Net 15 from the invoice delivery date, unless otherwise set forth in the SOW. Invoices not paid within 30 days of the date of the invoice that are not subject to a good faith dispute may be assessed a finance charge of one and half percent (1.5%) per month or the maximum amount allowed by law, whichever is less.
- C. **Billing Terms:**  
Standard Rate: Customer's standard rate is \$165 per hour for a Senior Technician and \$135 per hour for a Technician. BCX will bill at the lowest rate commensurate with the skill level required to accomplish any particular task.

**Minimum Billing:** All services time billing is in 15 minute increments. All onsite visits will incur a minimum of 1 hour service billing and remote and/or phone support calls will incur a minimum of 15 minutes service billing.

**Travel Time:** Travel time to and from Customer within BCX's local region is not billed unless otherwise previously agreed upon. Inter-site travel time for a Customer during a Customer visit is billable time (the time spent getting from one of a Customer's locations to another). BCX's local region is defined as any location or site within a 30-minute drive-time radius of BCX's North Attleboro, MA office. Exceptions will be made for specific Customers on a per Customer basis as needed. For any travel time and all related expenses for travel outside of BCX's local region, BCX reserves the right to bill all travel time, to and from, at ½ the standard billing rate, and bill all travel related expenses.

**Lunch/Break Time:** If lunch/break time is not "working" time (i.e. working through lunch) then it is not billed and is in 15-minute increments. For full day visits, up to a 30-minute lunch/break is assumed and allowed and billed.

**Time-and-a-Half:** BCX reserves the right to bill time-and-a-half (1.5 times the actual worked hours) for ALL work performed outside of standard hours of operation (see above) regardless of whether remote or onsite.

**Expenses:** All travel and out of pocket expenses shall be billed to Customer (i.e. parts, software, materials, mileage, parking, tolls, incidentals, etc.). BCX may not provide receipts for single expense items of twenty-five dollars (\$25.00) or less. Mileage is billed at the standard published IRS mileage reimbursement rate (currently \$.565/mile) and is billed on a round-trip basis to/from BCX's dispatching office location.

**Sole Remedy:** In the case of a service interruption due to the willful misconduct or negligence of BCX and not due to any act or omission of Customer or any third party, BCX shall provide Customer a credit of the pro-rata amount of the

recurring charges applicable to the interruption. This sets forth Customer's sole and exclusive remedy for any failure by BCX to provide the Services.

**4. Responsibilities of the Parties**

- A. Both Parties will be bound by the terms and conditions that are set forth in this Agreement, which includes SOW's or Managed Services Agreements that are signed by both parties and incorporated in to this Agreement by reference.
- B. BCX will provide Customer with the services in accord with the descriptions set forth in each SOW and/or Managed Services Agreement.
- C. To the extent necessary for the performance of the work under this Agreement, Customer hereby grants (or agrees to secure for) BCX a limited right to use and access your systems, equipment, and software, solely for the purposes set forth in the Agreement, including any SOW and/or Managed Services Agreement. Customer shall indemnify BCX for any third party claims related to any such access or use.

**5. Confidentiality**

Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of our agreements. All beta products are confidential unless excluded below.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

- A. Use of confidential information. For a period of five years after initial disclosure, neither party will use or disclose the other's confidential information without the other's written consent except in furtherance of this business relationship, or disclose the other's confidential information except: (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

Both parties will take reasonable precautions to safeguard each other's confidential information. Such precautions will be at least as great as those we each take to protect our own confidential information. Both parties will disclose each other's confidential information to our employees, consultants or subcontractors only on a need-to-know basis and subject to the confidentiality obligations imposed here. When confidential information is no longer necessary to perform any obligation under any of the agreements, each of us will return it to the other or destroy it at the other's request.

- B. Cooperation in the event of disclosure. Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of confidential information and will cooperate in any commercially reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.

**6. Ownership of Proprietary Information**

- A. Pre-existing work. All rights in any deliverables, computer code or materials developed or otherwise obtained independently of the efforts under a SOW of a party shall remain the sole property of that party. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non- exclusive, irrevocable, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables for your internal business operations.

7. Assignment

This agreement may be assigned by either party only to an affiliate, but assignment will not relieve the assigning party of its obligations under this agreement. Either party may assign this agreement without the written consent of the other. Provided, however, that in the case of the Customer, any such assignment shall be valid only upon 30 days prior written notice and subject to a reasonable credit-worthiness check. Notwithstanding the foregoing, we may use contractors to perform services, in which case we will be responsible for the performance of our contractors.

“Contractor(s)” means any third party supplier or other provider of computer technology or related services.

8. Force Majeure

To the extent that either party’s performance is prevented or delayed, either totally or in part, for reasons beyond that party’s control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.

9. BCX as Independent Contractor

We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers’ compensation and other withholding taxes for all of our employees. Both parties are free to develop products independently without the use of the other’s confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, both parties and its contributors are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in violation know-how or techniques, so long as confidential information of the other party is not disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other’s copyrights or patents and does not require payment of royalties or separate license.

10. Non-Solicitation

BCX and Customer hereby agree that neither will employ, nor make any offer of employment to any employee, agent or subcontractor during the term of this Agreement, and for a period of one year thereafter, without prior written permission. If either party breaches this Non-Solicitation provision, the employing party shall pay the other party, within 15 days of such hire, a sum equal to 50% of the hired person’s annualized ongoing compensation.

11. Termination

A. Either party to this agreement may terminate the Agreement if the other party

- a. i) is in material breach or default of any obligation that is not cured within 30 calendar days’ notice of such breach; ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for services performed and expenses incurred prior to termination and any additional amounts that may be specified in a statement of services; iii) becomes insolvent, invoked as a debtor any laws providing for the relief of debtors or the rights of creditors, or had such law invoked against it, become subject to a proceeding for the liquidation or termination of its business, been adjudicated as bankrupt, or made an assignment for the benefit of its creditors, or ceased to do business, liquidated, or dissolved without appointment of a direct successor in interest.

B. Effect of Termination (or Expiration): You shall within sixty (60) days after the effective date of termination or expiration of this Agreement or SOW pay BCX in full for all amounts owed for services provided up to such effective date of termination or expiration. Upon such termination or expiration, amounts you owe include, without limitation:

- a. i) all unpaid balances for amortized one time charges and all direct costs incurred by BCX in preparation of providing you the services (e.g. charges related to cancellation of third party contracts, equipment purchased as part of the services to be provided); ii) all charges for services actually provided up to the effective date of termination or expiration.

12. Arbitration

Any disputes that the parties are unable to resolve shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Notwithstanding, in the event of

a violation of the confidentiality provisions of this Agreement, the parties shall be entitled to seek equitable relief in any Massachusetts court of competent jurisdiction. This Agreement to arbitrate shall be specifically enforceable and is the exclusive remedy for the resolution of such disputes under this Agreement. Each party shall bear its own costs for arbitration or equitable relief hereunder.

**13. Limitation of Liability**

A. Limitation on direct damages: There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the services giving rise to the claims. The limitations contained in this paragraph will not apply with respect to the following in connection with the performance of this Agreement:

i) Our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication;

B. NO LIABILITY FOR CERTAIN DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFIT OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH ANY AGREEMENT, PRODUCT, FIX OR SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

**14. Indemnification:**

BCX and Customer shall defend, indemnify, and hold harmless each other against claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to reasonable attorney's fee) or claims caused by or resulting indirectly from each other's use of these services, without limitation or exception.

**15. Warranty Exclusion**

BCX and its suppliers and subcontractors, disclaim all express and implied warranties, including (without limitation) the implied warranties of merchantability and fitness for a particular purpose with respect to all services, software, hardware, and materials provided by BCX or its suppliers and subcontractors.

**16. Severability**

If any provision of this Agreement is determined to be unenforceable or invalid the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

**17. Notice**

Any notice required hereunder shall be given by registered or certified mail, return receipt requested, postage prepaid, to the last address of either party as set forth in the SOW or Managed Services Agreement. Notices shall be effective when received.

**18. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts.

**19. General**

A. Any supplement, modification, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

- B. Any legal action with respect to this Agreement must be brought within one (1) year after the cause of action arises. The laws of the State of Massachusetts, excluding its choice of law rules and principles, shall govern the construction, and interpretation of and the rights and obligations of the parties pursuant to this Agreement.
- C. The services that we provide to you under this Agreement shall be for your use and the use of your subsidiary and affiliated companies only.
- D. Either party may request changes in an SOW or Managed Services Agreement, provided that the appropriate change order form is completed and signed by both parties. The parties acknowledge and agree that any such change might require reasonable adjustments to the applicable timeframes and pricing.