



Master Services Agreement

This Master Services Agreement, together with all exhibits and attachments hereto, and any Service Orders or Change Orders issued by the Parties hereunder (collectively, this **"Agreement"**), dated as of June 19, 2020 (the **"Effective Date"**), is by and between Synoptek, LLC, a California limited liability company (together with its Affiliates, **"Synoptek"** or **"Company"**) and The Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada, with offices located at **"Customer,"** and, together with Company, the **"Parties"**). This Agreement sets forth the terms and conditions under which Company personnel shall provide Customer with professional services, such as consulting, application development, integration, design, installation, configuration, support and project management services, managed services such as ongoing monitoring, maintenance, administration or support services (collectively, **"MS,"** or the **"Services"**), and/or sell hardware or software products to Customer, or licenses thereto (**"Products"**).

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

MASTER TERMS

ARTICLE ONE: DEFINITIONS

1.1 Affiliates. **"Affiliate"** of a Party means any corporation, partnership, joint venture, limited liability company, association or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party.

1.2 Change Order. **"Change Order"** means any document executed by the Parties amending a previously executed Service Order to reflect revisions to the scope of work and/or charges set forth therein, as further detailed in Section 2.3.

1.3 Confidential Information. **"Confidential Information"** means any information that is treated as confidential by a Party, including but not limited to all non-public information about its business affairs, Products or Services, intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form of media, and whether or not marked, designated, or otherwise identified as **"confidential."** Confidential Information shall not include information that is (a) already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known to the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. **"Disclosing Party"** means a Party that discloses Confidential Information under this Agreement, and **"Receiving Party"** means a Party that receives or acquires Confidential Information directly or indirectly under this Agreement.

1.4 Customer Equipment. **"Customer Equipment"** means any equipment, systems, cabling, facilities, networks, servers, software, or other real or personal property provided by Customer and used directly or indirectly in the provision of the Services.

1.5 Service Order. **"Service Order"** means a document, such as a statement of work, defining the MS or PS to be performed by Company for Customer, as further detailed in Section 2.2. The Parties may enter into an unlimited number of Service Orders, each of which shall be subject to the terms of this Agreement.

ARTICLE TWO: SERVICE ORDERS; CHANGE ORDERS

2.1 Services. Company shall provide Services to Customer as described in more detail in each Service Order in accordance with the terms and conditions of this Agreement.

2.2 Service Orders. The Parties shall enter into Service Order(s) which shall describe in more detail the Services to be provided hereunder, and may include: (a) a detailed description of the Services to be performed by Company; (b) the date upon which the Services shall commence and the term of such Service Order; (c) the names of Company and Customer key personnel to serve as primary points of contact for administration of the Services set forth in the Service Order, if applicable; (d) the fees to be paid to Company under the Service Order, including any non-recurring onboarding fee, monthly, or other recurring fees; (e) the project implementation plan, including a timetable, if applicable; and (f) any other terms agreed upon by the Parties in connection with the Services to be performed pursuant to such Service Order. Company shall use commercially reasonable efforts to meet the anticipated start date of Services set forth in a Service Order.

2.3 Change Orders. If Customer would like to change the scope or performance of Services, it shall submit the details of its request to Company in writing. Company shall, within a reasonable time, provide to Customer in writing: (a) the estimated time required to implement the change; (b) any necessary variations to the fees and other charges for the



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Services arising from the change; and (c) any other information reasonably requested by Customer. Promptly after the receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change, which shall be documented in a Change Order. Neither Party shall be bound by any Customer change request or a Change Order unless mutually agreed upon in writing. If the term for any Change Order executed by the Parties is longer than the term of the underlying Service Order, the term of the Change Order shall automatically replace the term of the initial Service Order, unless otherwise specified in writing by the Parties.

2.4 Acceptance of Services. Once Company renders a Service or Deliverable, Customer shall have thirty (30) days to determine whether such Service or Deliverable complies in all material respects with the requirements of this Agreement (such period, the “**Inspection Period**”). If Customer rejects a Service or Deliverable within the Inspection Period, Customer shall provide Company with a written list of items that must be corrected, and Company shall promptly commence, at no additional charge to Customer, all reasonable efforts to complete the necessary corrections, repairs, replacements and/or modifications to comply with the terms of this Agreement. If Company is unable to reasonably correct any deficiencies, Customer shall receive a credit for the fees paid to Company for the deficient Service or Deliverable. If Customer fails to reject any Service or Deliverable during the Inspection Period, Customer accepts such Service or Deliverable in its entirety, and hereby waives all right to contest or reject such Service or Deliverable in the future.

ARTICLE THREE: COMPANY OBLIGATIONS

3.1 General. Company shall: (a) assign personnel with the skill, experience and qualifications necessary to perform the Services in a skilled and workmanlike manner; (b) before the start date of Services, obtain, and at all times during the Term maintain, all necessary licenses and consents applicable to the provision of Services; (c) ensure its personnel have the legal right to work in the jurisdiction in which such personnel are performing Services; and (d) maintain complete and accurate records relating to the provision of Services of the time spent and materials used by Company in providing such Services.

3.2 Company Personnel. Company is responsible for compensating Company personnel, including, if applicable, withholding income taxes, and the payment and withholding of social security and other payroll taxes and employee benefits. Company will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by Customer to its employees, including unemployment and worker's compensation insurance, will be provided to Company or Company's employees. There shall be no withholding of income taxes by Customer. Company shall not: participate in any group insurance plans or other insurance plans of Customer; participate in any retirement plan of Customer or in the Public Master Services Agreement

Employees Retirement System of the State of Nevada; accumulate vacation leave or sick leave; or receive any unemployment compensation coverage from the State of Nevada.

Each Service Order may list the Key Company Personnel that will be required for the performance of Services under such Service Order (collectively, the “**Key Company Personnel**” for such Service Order). Customer will have the right to require Company to remove any Key Company Personnel upon reasonable written notice to Company, and, upon receipt of such notice, Company will use commercially reasonable efforts to promptly replace such individual or individuals as requested by Customer.

Company shall conduct background investigations on all Key Company Personnel and other Company personnel dedicated to providing Services on Customer's premises. Documentation confirming all employees have successfully passed background investigations shall be provided to Customer upon request. Company shall ensure their employees that come on Customer's property pose no threat to the safety and security of the students, faculty, or others. The background investigation may include, but is not limited to the following:

1. Check for felony convictions as defined by NRS 179C.010.
2. Check for convictions for a sex or drug related charge as defined by NRS 179A.290, NRS 179C.010, or NRS 179D.620, NRS 179A.072, 179A.073.
3. Check for convictions for offenses that pose a threat to the safety or wellbeing of others as defined in NRS 179D.060 and NRS 179D.0357.
4. Check for charges or criminal cases in the courts as of the date the worker is referred to Customer.

ARTICLE FOUR: CUSTOMER OBLIGATIONS

4.1 General. Customer shall: (a) cooperate with Company in all matters relating to the Services; (b) provide access to Customer's premises and such office accommodation and other facilities as may be reasonably requested by Company to perform the Services; (c) respond promptly to Company requests for direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform Services in accordance with this Agreement; (d) support the Services in all reasonable technical, administrative, and commercial ways and provide Company with all documentation, statements and credentials reasonably requested by Company to perform the Services; (e) complete a quarterly Net Promoter Score survey upon Company request; and (f) at all times during the Term maintain all necessary licenses and consents and comply with all applicable laws including, without limitation, the U.S. Export Administration Regulations, which governs the sale, export, or other disposition of the Products and related technical data provided by Company hereunder. Customer further acknowledges and agrees that certain third parties with whom



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Company conducts business may require end users, such as Customer, to agree with terms and conditions from time to time. Any such terms and conditions shall be set forth in the Service Order or otherwise approved in advance by Customer. Customer shall comply with such terms and conditions, or, upon Customer's refusal, Company may terminate this Agreement, in whole or in part, including any Service Orders hereunder.

4.2 Customer Equipment; Software Licensing. All Customer Equipment shall be Customer's sole responsibility. Customer shall ensure that all Customer Equipment and security measures are in good working order, suitable for the purposes for which they are used, and conform to all relevant legal or industry standards or requirements. Company shall identify and recommend certain equipment or security measures Customer shall take from time to time to ensure Customer Equipment complies with all such standards or requirements. Company may refuse to provide Services in the event Customer Equipment fails to meet industry standards. Company shall provide Customer with one hundred eighty (180) calendar days' written notice of refusal to provide Services. Company's willingness to perform Services on Customer Equipment is not an endorsement of the quality, security, or adequacy of such Customer Equipment. Customer shall be responsible for any software licensing as may be required by software licensing agreements set by software manufacturers. Any damage or delay caused by the non-provision or failure or malfunction of Customer Equipment shall be the sole responsibility of Customer. Company shall have no obligations or liability under this Agreement with respect to any Losses (as defined below) related to any Customer Equipment or security procedures, unless such Losses were a direct result of Company's grossly negligent or more culpable act or omission.

4.3 Service Delays. If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, including violation of Section 4.2, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

ARTICLE FIVE: FEES AND EXPENSES; PAYMENT TERMS

5.1 Payment for Services. In consideration of the provision of Services by Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Service Order, and as further detailed in the attachment(s) hereto.

5.2 Incidental Expenses. If agreed to in a Service Order or approved in advance by Customer, Customer shall (a) reimburse Company, at Company's actual cost, for all actual, documented, and reasonable travel, lodging, transportation, Master Services Agreement
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meals and other out-of-pocket expenses incurred by Company in connection with the performance of Services; and/or (b) provide a per diem fee to be agreed upon by the Parties to Company personnel performing Services on location at Customer premises, in each case in accordance with the terms of this Article 5. Notwithstanding the foregoing, Section 5.2 will only apply to professional services that are requested and are outside the Service Order associated with Customer's RFP No. 20-0736.

5.3 Payment Terms. Customer shall pay all undisputed invoiced amounts due to Company within thirty (30) days of Customer's receipt of Company's invoice (the "**Due Date**"), except for any amounts disputed by Customer in good faith in accordance with Section 5.5. All payments hereunder shall be in U.S. dollars and made by check or wire transfer.

5.4 Taxes. Unless Customer provides a tax exemption certificate, Customer shall be responsible for all sales, use and excise taxes, value-added tax (VAT), and any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder. CSN agrees to provide a tax exemption certificate confirming Customer is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/CSN State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Any such taxes, duties and charges which may be assessed in the future, that are applicable to the Services are for the Customer's account, and Customer hereby agrees to pay such taxes; *provided*, that in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5.5 Disputed Payments. Customer shall provide Company with written notice of any disputed payment amounts within 60 days from Due Date. Upon receipt of Customer's notice, the Parties shall work in good faith to reach a mutually acceptable resolution as to the disputed amount(s). Interest and penalties shall not accrue on any disputed amount; *provided*, however, that if the Parties reach a resolution in regards to the disputed amounts and Customer does not satisfy its payment obligations thereunder within thirty (30) days of the date of such resolution, then Customer shall be in default hereunder and subject to fees set forth in Section 5.6.

5.6 Late Payments; Suspension of Services. A service charge equal to the lesser of 1.5% per month (accruing monthly) or the maximum rate allowed under applicable law shall be assessed on all undisputed amounts not received by Company by the Due Date ("**Late Payments**"). Additionally, Customer shall pay all reasonable collection costs incurred by Company in its efforts to collect Late Payments Until Company receives Customer's Late Payments and all related charges thereto,



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Company may, without limitation to its other rights and remedies: (a) refuse to accept any additional orders for Services and/or Product; (b) restrict Customer's access to the Services; and/or (b) suspend performing Services or further shipment of Product. In the event Company suspends the Services under this Section, Company shall have no liability for delays or damages incurred by Customer, or any third party related to such suspension, and no Service interruption shall be deemed to have occurred, if applicable.

ARTICLE SIX: TERM; TERMINATION

6.1 Term. The term of this Master Services Agreement shall commence on the Effective Date and continue in full force and effect until expiration or termination by either Party pursuant to the terms and conditions herein. The term for specific Services shall be set forth in a Service Order. This Master Services Agreement shall not terminate so long as any Service Order remains in effect.

6.2 Termination for Cause. Either Party may terminate this Master Services Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (a) materially breaches this Agreement and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or (b)(i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 Termination for Convenience.

Termination for convenience terms are set forth in the attachment(s) hereto.

6.4 Effects of Termination. Upon termination of this Agreement for any reason: (a) Company shall promptly deliver to Customer all Deliverables (as defined below) for which Customer has paid and all Customer materials in its possession; (b) the Parties shall coordinate the prompt return of Company equipment located at Customer's premises to Company; (c) Customer shall promptly return materials to Company and pay in full any outstanding fees due to Company for Services rendered through the effective date of termination; (d) each Party shall (i) permanently delete all of the other Party's Confidential Information from its computer systems, except that Company shall have the right to retain any copies automatically created and maintained in accordance with Company's Master Services Agreement

electronic back-up standard operating procedures, or (ii) upon the other Party's request, return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information, and each Party may (iii) request the other Party certify in writing that such Confidential Information has been destroyed hereunder; and (e) any Product or software licenses provided or granted by Company to Customer shall automatically terminate immediately upon termination, unless otherwise agreed in writing by the Parties.

ARTICLE SEVEN: CONFIDENTIALITY

7.1 Receiving Party's Obligations. Receiving Party shall keep confidential and not divulge Disclosing Party Confidential Information to any third parties except to persons who have a need to know such information in connection with this Agreement and who have agreed in writing to be bound by provisions no less restrictive than those contained herein. Receiving Party shall use Disclosing Party's Confidential Information only for the purposes of performing its obligations under this Agreement and shall immediately notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of Disclosing Party's Confidential Information. Receiving Party shall use the same degree of care in protecting Disclosing Party's Confidential against unauthorized disclosure as it affords its own Confidential Information, but in no event less than a reasonable standard of care.

7.2 Compelled Disclosure. If Receiving Party becomes legally compelled to disclose any Disclosing Party Confidential Information, Receiving Party shall provide: (a) prompt written notice, if legally permissible, of such requirement to Disclosing Party so that Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Receiving Party remains required by law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which Receiving Party is legally required to disclose.

7.3 Remedies. Each Party acknowledges that any breach of the provisions of this Article 7 may result in serious and irreparable harm to the non-breaching Party for which the non-breaching Party may not be adequately compensated. Each Party agrees, therefore, that in addition to any other remedy that the non-breaching Party may have in law or equity, the non-breaching Party shall be entitled to seek specific performance of the obligations in Article by the breaching Party by way of an injunction.

7.4 Notwithstanding anything to the contrary stated herein, Company hereby acknowledges that, pursuant to NRS



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239, information or documents received by Receiving Party may be open to public inspection and copying and that Receiving Party has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Notwithstanding anything to the contrary herein, any and all of Receiving Party's confidentiality obligations shall be limited as follows:

1. Company shall label any and all documents, or specific parts of individual documents, it believes are confidential as a "trade secret" or "confidential" in accordance with NRS 333.333;
2. In the event a public records request is received for said documents, Customer shall promptly give written notice of the request to Company and Company shall, within thirty (30) days, provide written legal justification for not disclosing the requested information or documentation;
3. Company shall have the right and obligation to indemnify, defend and hold harmless Customer against any and all third-party claims that arise out of Customer not disclosing documents and information based on Company's written legal justification; and
4. If Company fails to timely provide Customer said written legal justification (email acceptable), Customer shall promptly comply with the public records request pursuant to NRS 239 and Company hereby waives any and all recourse against Customer for disclosure of such records and information.

Nothing herein shall be construed as requiring Receiving Party to withhold production of documents or information in response to a valid public records request that Receiving Party reasonably believes it is required by law to disclose. A conflict between this provision 7.4 and any other provision in this Agreement or exhibit/attachment hereto shall be construed in favor of this provision 7.4.

ARTICLE EIGHT: INTELLECTUAL PROPERTY RIGHTS

8.1 Deliverables. Customer is and shall be the sole and exclusive owner of all right, title and interest in and to all specifications, documentation, ideas, know-how, techniques, processes, developments, inventions, software, script, code, tools and other intellectual property, work product and materials created by Company solely and exclusively for Customer within the scope of Services as set forth in an Amendment(collectively, the "**Deliverables**"), and may modify, create derivative works from, or use the Deliverables as Customer sees fit. "Deliverables" shall not include any Company IP (as defined below). Title in the Deliverables shall pass to Customer upon payment in full under each applicable Amendment. Company agrees that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer. To the extent that any of the

Deliverables do not constitute a "work made for hire," Company hereby irrevocably assigns, in each case without additional consideration, all rights, title and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Customer hereby grants Company a worldwide, irrevocable, perpetual, fully paid-up, license to use, perform, display, and otherwise exploit the Deliverables to the extent Company IP is incorporated in or combined with such Deliverables, or the Deliverables are otherwise necessary for Company's use of Company IP.

8.2 Company IP. Customer acknowledges and agrees that Company is in the business of providing technology services to a variety of customers and has, in the course thereof, developed proprietary specifications, documentation, ideas, know-how, techniques, processes, developments, inventions, software, script, code, tools and other intellectual property (collectively, "Company IP"), and may continue to create or use Company IP in course of providing Services. Company and its licensors are and shall remain the sole and exclusive owners of all right, title and interest in and to all Company IP, including any intellectual property rights therein. Company hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, nontransferable, non-sublicensable license to use, perform, display, and otherwise exploit Company IP to the extent incorporated in, combined with or otherwise necessary for the use of the Services or Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. Except to the extent reasonably necessary for archiving, back-up, and disaster-recovery purposes, Customer shall not make copies of Company IP without Company's prior written consent. Customer shall not modify, create derivative works from or reverse-engineer Company IP. Except as expressly set forth herein, Customer is acquiring no rights in or license to Company IP. All other rights in and to the Company IP are expressly reserved by Company.

8.3 Similar Services. Customer acknowledges that Company may provide services to other persons that participate in businesses similar to Customer's business, and nothing contained in this Agreement shall limit Company's ability to provide any and all services to other persons, provided that Company does not use the Deliverables in violation of this Article 8.

ARTICLE NINE: REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) its execution of this Agreement will not violate any provision of its governing, organizational documents, or result in the breach of any Agreement to which such Party is a party; (c) all persons



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executing an Amendment, will be duly authorized by all necessary corporate procedures or other action by such Party; (d) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (e) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (f) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

9.2 Company Representations and Warranties. Company represents and warrants to Customer that: (a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner, consistent with industry standards, and shall devote adequate resources to meet its obligations hereunder; (b) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any intellectual property right of any third party; and (c) the Services and Deliverables will conform in all material respects with all requirements or other specifications stated in this Agreement.

9.3 Customer Representations and Warranties. Customer represents and warrants to Company that: (a) Customer is the end-user of the Products and Services; and (b) all Customer Equipment is in good working order, suitable for the purposes for which it is intended to be used, and conforms to all relevant industry standards or requirements.

9.4 Customer's Sole and Exclusive Remedy. In the event of Company's breach of its warranties set forth hereunder, Company's sole and exclusive obligation and Customer's sole and exclusive remedy shall be the re-performance of the Services. If Company is unable to perform the Services as warranted, Customer shall receive a credit for the fees paid to Company for the deficient Services.

9.5 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS ARTICLE 9, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, EXCEPT AS SPECIFICALLY PROVIDED IN THIS ARTICLE 9.

ARTICLE TEN: INDEMNIFICATION

10.1 Customer's Indemnification. To the greatest extent allowed in accordance with NRS 41.035 to NRS 41.039 and Master Services Agreement
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regardless of choice of law, Customer shall indemnify, defend, and hold harmless Company from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, (collectively, "Claims") arising either directly or indirectly from any act or failure to act by Customer or any of its officers or employees, or agents which may occur during or which may arise out of the performance of this Agreement. Customer will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Customer's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10.2 Company's Indemnification. Company shall indemnify, defend and hold harmless Customer, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Company or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Agreement (collectively, "Claim(s)").

Company shall defend, indemnify and hold harmless Customer, its officers, employees, regents and agents from and against any claim, action, suit, proceeding or threat thereof (collectively, "Claim") (a) alleging Company's use of Services (as applicable) infringes any patent, trade secrets, copyrights, or intellectual property rights of any third party; (b) any Claims arising out of a negligent security breach of Customer data that contains personally identifiable information of Customer's employees, invitees, customers, students, or alumni by Company, its agents, employees, or contractors; (c) alleging personal injury, death, or destruction of tangible property to the extent arising out of the grossly negligent acts or omissions of Company, its employees, agents, or subcontractors while on Customer premises or en route to or from Customer premises. Company shall pay all costs and damages awarded in any such Claim; and (d) any acts or omissions of any contractors, subcontractors, consultants, subconsultants, service providers, and vendors engaged by Company to perform any of the Services (collectively, "Subcontractor(s)").

10.3 Indemnification Procedures. The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any action likely to result in a claim for indemnification hereunder ("Action") and, at the indemnifying Party's request, shall cooperate with the indemnifying Party at the indemnifying Party's cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such Action and shall use counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any Action in a manner that adversely affects the rights of the indemnified Party without the indemnified Party's prior



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written consent, which shall not be unreasonably withheld or delayed. The indemnified Party's failure to perform any obligations under this Section shall not relieve the indemnifying Party of its obligations under this Section. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

10.4 Exceptions to Indemnification. Notwithstanding anything to the contrary herein, the indemnifying Party is not obligated to indemnify, hold harmless, or defend the indemnified Party against any claim (whether direct or indirect) to the extent such claim or corresponding Losses arise out of or result from, in whole or in part, the indemnified Party's grossly negligent or more culpable act or omission.

ARTICLE ELEVEN: LIMITATION OF LIABILITY

11.1 Exclusion of Consequential and Other Indirect Damages. IN NO EVENT SHALL COMPANY OR CUSTOMER, ITS AFFILIATES, OR THEIR OWNERS, DIRECTORS, OFFICERS, PERSONNEL OR ANY OTHER AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, OR ANY OTHER BASIS, AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, OR RESULTED FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OR ANY BREACH OF THIS AGREEMENT BY THE COMPANY.

11.2 Cap on Monetary Liability. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO COMPANY UNDER THE APPLICABLE SERVICE ORDER DURING THE TWELVE (12) MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

ARTICLE TWELVE: NON-SOLICITATION

12.1 Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person with whom the hiring Party had contact or became aware of in the course of the business relationship governed by this Agreement. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of

this Section, and the hiring of any personnel who freely responds thereto shall not be in breach of this Section.

12.2 Remedy for Breach of Non-Solicitation. If either Party breaches Section 12.1, the breaching Party shall pay to the non-breaching Party a sum equal to 80% of one year's base salary that was payable by the claiming party to that worker. Payment to the non-breaching Party will be made on date of hire.

ARTICLE THIRTEEN: MISCELLANEOUS

13.1 Independent Contractor Relationship. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

13.2 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

13.3 Public Release of Information. Company acknowledges and agrees that the name of the Customer - Board of Regents of the Nevada System of Higher Education, College of Southern Nevada and any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**") are the sole property of Customer, and shall only be used in accordance with this Contract. Customer hereby grants Company a non-exclusive, non-transferrable, revocable, limited license to use the Marks solely for the purposes of performing the Services set forth herein and not for Company's own promotional purposes without the prior written approval of Customer. Company may only display the Marks in the manner approved in advance by Customer.

13.4 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified; (b) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a nationally recognized overnight courier. All communications shall be addressed to the Parties at their respective addresses as follows:

Customer:
Director of Purchasing
College of Southern Nevada
3200 East Cheyenne Ave.
North Las Vegas, NV 89030-4228



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Company
Attn: Legal Department
Synoptek, LLC
19520 Jamboree Road #110
Irvine, CA 92612

13.5 Assignment. Customer and Company shall not assign, transfer, or delegate any or all of its rights or obligations under this Agreement without prior written consent. Notwithstanding the above, Customer's consent is not required for an assignment of this Agreement in connection with a sale or other disposition of substantially all the assets of Company's business. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

13.6 Survival. The rights and obligations of the Parties set forth in Section 6.4 and Articles 7 through 13, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement.

13.7 Amendment and Modification; Waiver. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.8 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.9 Force Majeure. Neither Party shall be liable for any loss or damage, for any failure or delay in delivery due to causes beyond its control, including, but not limited to, fire, acts of God or the public enemy, terrorist act, or acts of governmental bodies or agencies. During the force majeure event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance.

13.10 Severability. If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect so as to effect the original intent of the Parties as closely as possible.

13.11 Governing Law; Submission to Jurisdiction. This Agreement shall be construed under and governed by the laws of the State of Nevada. Any legal suit, action, or proceeding arising out of this Agreement or the Services provided hereunder shall be instituted exclusively in the federal or state courts located in Clark County, Nevada, and each Party hereby irrevocably submits to the exclusive jurisdiction of such courts in any such action, suit or proceedings.

13.12 Arbitration. Any controversy or claim arising out of or relating to this Agreement or the Services provided hereunder, including the breach, termination, enforcement, interpretation or validity thereof, and the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules and the decision of the arbitrator shall be binding on the Parties thereto. Judgment on the Award may be entered in any court having jurisdiction. Nothing in this Section shall preclude either Party from bringing provisional or ancillary actions to obtain remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration, including, without limitation to enforce a Party's rights under Article 7 of this Agreement, and the exercise of any such remedy does not waive either Party's right to arbitration.

13.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13.14 Entire Agreement; Order of Precedence. This Master Services Agreement shall apply to any Service Orders entered into by the Parties and in effect as of the date hereof. This Agreement, together with all, attachments, exhibits, Service Orders, Change Orders and any other attachments or documents incorporated herein by reference, constitutes the complete and exclusive agreement between the Parties, and supersedes all prior and contemporaneous understandings and agreements, written or oral. In the event of any conflict between the terms and provisions of this Agreement and those of any document incorporated herein by reference, the following order of precedence shall govern: (a) first, this Agreement, inclusive of its exhibits and any other attachments; (b) second, any Service Orders or Change Orders, exclusive of terms incorporated by this Agreement; *provided*, however, that if any Service Order or Change Order expressly states that it shall control and is executed by the Parties, such agreement shall supersede the terms in this Master Services Agreement to the extent such terms modify or conflict with the terms set forth herein; and (c) third, any other terms expressly incorporated into a Service Order or Change



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Order. Notwithstanding the foregoing, the terms of any Service Order shall take precedence over this Agreement if such Service Order specifically acknowledges the conflicting provision and contains an express provision overruling it. Company expressly rejects all terms and conditions set forth in any Customer purchase order or other documentation which are contrary or in addition to, or which in any way modify any of the terms and conditions contained in this Agreement.

13.15 Personally Identifiable Information

Company acknowledges and agrees that during the Term of this Agreement, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of Customer alumni, employees, and students (collectively, "Customer User Data"). Company acknowledges and agrees that Customer User Data is highly sensitive and to afford it the maximum security Company can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Company agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Gramm-Leach-Bliley Act ("GLBA").

Company shall promptly inform Customer by telephone at (702) 651-4039, by email at purchasing2@csn.edu, and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving Customer User Data of which Contractor becomes aware. Except as prohibited by law, Company agrees to promptly destroy all confidential data and Customer User Data received hereunder upon termination of this Agreement. Company agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Company acknowledges and agrees that any information security incident directly arising from Company's gross negligence is a material breach of this Agreement and entitles Customer to immediately terminate this Agreement without penalty and receive a pro-rata refund of any prepaid unearned monies paid by Customer. This Section shall survive termination of this Agreement.

13.16 Insurance.

Company (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by Customer. The required insurance shall be in effect on or prior to the commencement of the Agreement, work, services or event by Contractor and shall continue in force as appropriate until the latter of :

- final acceptance, or
- Such time as the insurance is no longer required under the terms of this Agreement.

1) Commercial General Liability –

- Commercial General Liability must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office ("ISO") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- Technology Professional Liability Errors and Omissions Insurance (claims made basis) including Media Liability (claims made) appropriate to the Company's profession and work hereunder, with limits not less than \$2,000,000 each claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Company in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Customer in the care, custody, or control of the Company. If not covered under the Company's liability policy, such "property" coverage of the Customer may be endorsed onto the Company's Cyber Liability Policy as covered property as follows:
- b. Cyber Liability coverage (claims made) in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Customer that will be in the care, custody, or control of Company.
- c. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Company; or 2— the minimum Insurance



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requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Customer. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Company under this agreement.

- If the Company maintains broader coverage and/or higher limits than the minimums shown above, the Customer requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

- 2) Automobile Liability – The minimum limit of liability required is a Combined Single Limit (“CSL”) of \$1,000,000 per accident for bodily injury and property damage. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- 3) Workers’ Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers’ Compensation is required by law for anyone with employees. If providing services, Contractor shall provide proof of Workers’ Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required and Employer’s Liability of no less than \$1,000,000 per accident for bodily injury and disease.
- 4) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”
- 5) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability and workers compensation) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/CSN as an additional insured.
- 6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or

self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to in writing by Customer. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

- 7) Policy Cancellation / Change in Policies and Conditions Notifications.

Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days’ notice for non-payment of premium;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect Customer without forty five (45) days’ prior written notice to Customer and the notices required by this paragraph shall be sent by mail to Customer;
- Endeavour to send to Customer a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to Customer within three (3) business days upon its receipt;
- Provide Customer with renewal or replacement evidence of insurance within 10 days of renewing the required insurance until such time as the insurance is no longer required by Customer; and
- Immediately notify Customer in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract’s requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.

- 8) Ensure the Primary Policy complies as follows–

- Contractor and parties contracting directly with Customer must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
- Any Contractor’s insurance or self-insurance available to CSN shall be in excess of and non-contributing with any insurance required.



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9) Concerning the Technology Professional Liability Errors and Omissions Insurance and Cyber Liability coverage, the discovery period is to be one (1) year after termination date of contract. The one (1) year Supplemental Extended Reporting Period must be endorsed to the insurance policy for any claims made policy form.

10) Ensure that its insurance policies be -

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
2. Currently rated A.M. Best as A - IX or better.

11) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to Customer:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance.

13.17. Transition

13.17.1 Transition. Prior to expiration of the term of this Agreement, upon Customer request, Company will develop a plan for the orderly transition of all Services provided by Company under this Agreement (the "Transition Plan") such that after transition Customer or a third party of Customer's choice can take over performance Services in place of Company. Such Transition Plan will be developed by Company in conjunction with Company employees on site, Customer's executives and administrators, and such other persons as required by Company and will be subject to the party's prior written agreement.

The Customer will fully cooperate with Company in order to develop the Transition Plan. Customer acknowledges that no Services include any decommission or transition services at the end of the Term unless otherwise specifically set forth in an written Service Order. The Transition Plan may cover, inter alia the training of Customer's or third party's personnel in the operation and maintenance of the systems used and operated by Customer during the term of the Agreement.

13.17.2 The Transition Plan will be completed within ninety (90) days of Customer request, and Company will affect all transition activities associated with the orderly termination of this Agreement within ninety (90) days of receipt of written notice from Customer of its authorization to implement the Transition Plan. Customer acknowledges that preparation and completion of the Transition Plan may interfere with completion of existing projects and may result in reduction of some Services. Company will not suspend service during this ninety (90) day period prior to the expiration of the Term ("Transition Period") provided Customer continues to timely make all payments required under the Agreement when due.

13.17.3 In the event of termination of this Agreement following the occurrence of a default and failure to cure which results in a written notice of termination being issued by Customer, and provided that Customer has paid and continues to timely pay all fees which are required to be paid under this Agreement when due, Company will promptly upon the issuance of the notice of termination develop a Transition Plan, which will be completed, to the extent possible, no later than the Termination Date, or 60 days after the date of the notice of termination, whichever is later ("Termination Period").

In the event it is not possible for transition to be completed within the Termination Period and provided that Customer has timely paid and continues to timely pay all fees which are required to be paid under this Agreement when due, Company will continue to perform such Services as may be required by Customer at Company's rates then in effect, until such time as an orderly transition may be completed. Notwithstanding the foregoing, in no event will the Termination Period extend beyond ninety (90) days after the Termination Date.

In the event Company continues to perform Services during the Transition Period or, in its sole discretion, during the Termination Period beyond the Termination Date, Customer will pay all fees in advance for the term of such Services beyond the Transition Period or the Termination Period at Customer's rates then in effect.

13.18 Reasonable Cooperation. Each Party agrees, upon written request, to reasonably assist, consult with, share Information and cooperate with the other Party in any action likely to result in a third party claim which may hereafter be instituted by or against a Party hereunder related to the Services under this Agreement. Each Party agrees to cooperate with the other Party as reasonably necessary and appropriate in order to carry out the purposes and intent of this Section 13.18 of this Agreement.

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ATTACHMENT I MANAGED SERVICES

The terms set forth in this Attachment I, together with Exhibit A attached hereto, supplement the Master Terms herein and shall apply to the Parties in the event Company provides Customer with MS.

ARTICLE FOURTEEN: MS PAYMENT TERMS; TERM; TERMINATION

14.1 MS Invoicing and Payment. Upon execution of a Service Order, Company shall invoice Customer for all non-recurring charges due for Company to commence Services, including any onboarding fees. Thereafter, Company shall invoice Customer for monthly recurring charges in advance of providing MS. If an MS Service Order's start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis. Any requested changes to MS, such as an increase to the number of users or devices, shall be reflected in a fee adjustment and invoiced to Customer. Material changes to MS shall be processed via a Change Order.

14.2 Price Adjustments. Unless otherwise set forth in a Service Order, all fees payable by Customer may be subject to an annual price adjustment to account for Company's increased costs of performance. Any such adjustment shall be made in Company's sole discretion upon written notice to Customer and shall not exceed five percent (5%) per year. Notwithstanding the foregoing, if any Company third-party provider increases its pricing to Company, Company may increase Customer pricing immediately upon written notice to account for such cost increase.

14.3 Term. The term for specific Services shall be set forth in a Service Order. The term of any MS Service Order shall automatically renew for periods of one (1) year, or the duration of the initial term, whichever is shorter (the initial term, together with any renewal term(s), the "**MS Service Order Term**"), unless written notice by either Party is provided to the other Party at least thirty (30) days in advance of the expiration of the then-current term.

14.4 Termination for Cause. Notwithstanding the terms set forth in Section 6.2(a), with respect to an asserted breach by Company for its failure to achieve promised SLGs (as defined in the General Service Level Agreement, attached hereto as Exhibit A), Customer may terminate the applicable Service Order upon written notice if (a) Customer provides Company with written notice detailing the manner in which such Services have failed to meet the applicable SLGs, and (b) Company fails to achieve such SLGs for two (2) consecutive calendar months after receiving such written notice.

14.5 Termination for Convenience. After the first twenty four (24) months of the initial Term of a Service Order, Customer shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason by providing Company with one hundred eighty (180) calendar days' written notice or through the conclusion of the then current academic semester, whichever is longer. Such termination shall be effected by written notice from Customer to Company, specifying the extent and effective date of the termination. On the effective date of the termination, Company shall commence implementation of the Transition Plan as set forth in Section 13.17. In the event of such termination, Customer agrees to pay Company within thirty (30) calendar days (a) those amounts accrued but unpaid prior to the effective date of termination, plus (b) a percentage of the value of non-recurring and recurring fees Customer would have paid Company under such MS Service Order for the remainder of the MS Service Order Term as set forth in the table below, plus (c) all other fees and expenses incurred by Company in providing the MS (the "Termination Fee").

Service Order Terminated (Months)	Percentage (%)
0 -12	100%
13 - 24	100%
25 -36	75%
37- 48	50%
49 - 60	0%

The Parties intend that the Termination Fee constitute compensation, and not a penalty. The Parties acknowledge and agree that the Termination Fee are a reasonable estimate of the anticipated or actual harm that might arise from a Customer breach of this Article 14.

14.6 Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorizations being received by Customer for the performance of this Agreement. If sufficient appropriations and authorizations are not received by Customer, the Parties shall enter into good faith discussions to determine re-scoping of the Services to align with



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the amount of appropriations received by Customer. In the event the appropriations are insufficient to cover the mutually agreed upon re-scoping of Services, this Agreement shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by Customer to Company, and Company shall immediately refund Customer any pre-paid or advance unearned payments it made to Company.

ARTICLE FIFTEEN: IP ADDRESS NUMBERS AND DOMAIN NAMES

All network IP address numbers that may be required for the Services shall be provided by Company. In the event Customer elects to have Company register a domain name on behalf of Customer, Customer agrees that Company is not responsible for the ownership, renewal, control and use of the domain name. In addition to any and all fees that Company requires from Customer to perform such registration services, Customer shall be responsible for any and all other fees due and payable to a third party for such domain name services. If Customer terminates Company's Services, all network IP address numbers shall be returned to Company and will not be available for continued use by Customer.

ARTICLE SIXTEEN: CRITICAL RISK ASSESSMENT CHANGE ORDERS

If Company reasonably believes Customer Equipment is exposed to risk and/or otherwise does not comport with industry practices for infrastructure and environment, e.g., in regards to HVAC, power, bandwidth, operating systems, servers, security or data availability including backup and recovery, Company shall submit to Customer a critical risk assessment Change Order outlining Company's concerns, recommended implementation

to mitigate such identified risks, and additional fees that may be incurred, if applicable. Customer acknowledges and agrees that any Company recommendation set forth in a critical risk assessment Change Order will be a required implementation and, in the event Customer rejects such Change Order, in part or in full, Customer shall be solely liable for any Losses arising directly or indirectly out of or in connection with the issue identified in such Service Order, and shall indemnify Company for any such Losses to the fullest extent permitted by law.

ARTICLE SEVENTEEN: ACCEPTABLE USE POLICY

Customer hereby agrees to comply with Company's Acceptable Use Policy ("AUP") set forth below, which is designed to help protect customers and the internet community from fraud, abuse, and irresponsible or illegal activities.

17.1 Content on Company Server. Company makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information the Customer or its users transmit online or through any server, including any data information transmitted via any server designated as "secure." Company does not monitor or control the content of information passing through its network and is not responsible for damages Customer or third parties may suffer for any reason from such data. Any persons who publish material or information made accessible through Company's networks are solely responsible for the content of such material and information and are solely responsible to know and comply with the laws applicable to the publication of such materials and information.

17.2 Customer Responsibilities. Services provided by the Company are intended solely for Customer's and its Affiliates' use who are connected by LAN, WAN or remote access applications. Customer is responsible for the activities of its end users and shall inform its customers and shall require its end users or customers comply with terms no less restrictive than those set forth herein.

17.3 Prohibited Conduct. The Services may not be used in violation of any community standards, accepted internet policy, laws or regulations of local, state or federal governments or agencies thereof, or international treaty. Customer shall indemnify, defend and hold Company harmless for any Losses arising out of the misuse of Services by Customer. Any violations of this AUP may be grounds for termination of the Services, without limiting any other rights or remedies available to Company. Without limiting the generality of the foregoing provisions of this Section, the following activities illustrate some, but not all, prohibited uses under this AUP:

- Copyright or Trademark Infringement. Transmitting, uploading or posting or using any material that infringes on or misappropriates any copyright, trademark, patent, trade secret, or any other proprietary right of a third party.
- Denial of Service: Engaging in any activity that will interfere or attempt to interfere with the service of any other user, host or network on the internet.
- Distribution of Viruses, Worms, Trojan Horses or Other Destructive Activity that Compromises Security: Intentional distribution of software that attempts to and/or causes damage or annoyance to persons, data, and/or computer systems, service or equipment.
- Forging Headers: Forging or misrepresenting any message header, in part or whole, of any electronic transmission.
- Email Spamming or Mail Bombing: The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly to a person to harass or threaten, or any attempt to use Company servers as a mail drop or name server for SPAM.



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- **Fraudulent Activities:** Any intentional misrepresentation or misleading statement, writing, or activity made with the intent that the person receiving it will act upon, obtaining or attempting to obtain service by any means or device with intent to avoid payment.
- **Harm to Minors.** Harming, attempting to harm, or exploiting minors in any way, including but not limited using the Services in connection with child pornography or the collection or disclosure of personally identifiable information of children under 13.
- **Illegal or Unauthorized Access to Information, other Computers, Accounts or Networks:** Accessing, or attempting to access, any computer resource or data belonging to another party, or attempting to penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
- **Network Sabotage:** Any use of Company Services to interfere with the use of internet resources by customers or end users.
- **Phishing.** Attempting to impersonate any person or entity, engaging in sender address or network header falsification, or forging anyone else's digital or manual signature.
- **Unlawful Acts:** Any use of Company Services to violate the law or aid of any unlawful act.
- **Usenet Spamming:** Posting of messages to newsgroups, or the posting of harassing and/or threatening messages.
- **Telemarketing/Unsolicited FAX:** Violation of the Telephone Consumer Protection Act, Telemarketing and Consumer Fraud Abuse Prevention Act as well as other applicable laws, including both voice and facsimile transmissions.
- **Facilitating a Violation of this AUP:** Advertising, transmitting, or otherwise making available any software, program, or product,

or service that is designed to violate this AUP which includes, but is not limited to, the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and privacy software.

17.4 Responsibilities of Sellers and Downstream Service Providers. Some users may be customers of Internet Service Providers ("ISPs") that receive Internet connectivity through Company. Such ISPs (also known as resellers or downstream service providers) are responsible for informing their customers of this AUP and for enforcing its restrictions. Complaints about customers of any such ISP will be forwarded to the ISP for resolution. If Company determines that an ISP is not taking appropriate action in accordance with this AUP, Company shall work with the ISP to review their policies and enforcement procedures. If such ISP continues to fail to take appropriate action, Company may take such action as it deems appropriate, including termination of the Services.

17.5 Violations and Enforcement. Company may take whatever actions it determines in good faith to be reasonably necessary to enforce this AUP, such as providing written warning to Customer if Company believes a violation of this Article has occurred. In the event of repeated instances of AUP violations and/or egregious Customer misconduct in breach of this policy, Company may, in its reasonable discretion, suspend Services or terminate this Agreement for Customer's breach of contract upon written providing Customer written notice. Company shall not be liable for any Losses arising out of or related to the breach of this AUP by Customer or any third party.

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EXHIBIT A

General Service Level Agreement ("GSLA")

1. Definitions

All capitalized terms used but not defined in this Exhibit shall have the meanings given them in the Agreement to which this an Exhibit or the Work Order based on the order of precedence set forth in the Agreement. For purposes of this GSLA, the following terms shall have the following meanings:

- a. "Available" means the System or Network is up, running and responsive to ping requests.
- b. "Databases" means the gathering of associated files or tables containing related data.
- c. "Data Management" means devices or Software that serves the purpose of backing up, replicating or storing data.
- d. "Excusable Downtime" means, during planned Scheduled Uptime, the aggregate amount of time in any calendar month during which the System or Network is not Available for use by Customer due to action or inaction by Customer, anyone acting by, through or under Customer, or for any other reason aside from the acts or omissions of Company, or anyone acting by, through or under Company, which in any such case constitutes a breach of the Agreement.
- e. "Hardware" means infrastructure or devices that work together to accept, process and show data and information.
- f. "Highly Available" services are those based on a redundant, N+1 fault-tolerant infrastructure whereby the failure of any single component should not result in loss of service for the Customer.
- g. "Incident" means an unplanned interruption to a service or reduction in the quality of a service.
- h. "Mean Time to Restore Service (MTRS)" includes the elapsed time to repair the cause of an Incident plus the elapsed recovery time to restore normal service operation for all impacted systems and networks.
- i. "Network" means the voice and data related circuits and circuit termination equipment located at Company and Customer locations pursuant to which Company will provide the Services.
- j. "Scheduled Downtime" means, during planned Scheduled Uptime, the aggregate number of hours in any calendar month during which the System or Network is scheduled to be not Available for use by Customer due to such things as preventive maintenance, System upgrades, etc.
- k. "Scheduled Uptime" means the days of the week and hours per day that Company or Network is scheduled by Customer to be Available for use by Customer subject to mutually agreed upon Scheduled Downtime.
- l. "Service Availability" shall be calculated using the formula below for the purpose of determining whether Company's performance meets the agreed performance standard for Customer subscribed services. The following is 'Service Availability' expressed as a mathematical formula:

$$A = (SU - UD) / SU$$

where:

- A = Availability
- SU = Scheduled Uptime
- UD = Unplanned Downtime

The following is an example, determined on a monthly basis, using the above formula:

$$SU = 720 \text{ hours}$$

$$UD = 6.25 \text{ hours}$$

$$[(720 - 6.25) / 720] = 99.13\%$$

- m. "Service Interruption" is a situation during Scheduled Uptime that the service is not Available.
- n. "Service Request" is a user request for information or advice, or for a standard change (a pre-approved change that is low risk, relatively common and follows a procedure) or for access to an IT service.
- o. "Service Level Guarantee (SLG)" describes the minimum level of service that Company has committed to provide and Company's failure to meet an SLG has financial penalties as described in this GSLA and the elsewhere in this Agreement.
- p. "Service Level Objectives (SLO)" describes a target objective for a level of service that Company has committed to provide. Company's failure to meet any SLO has no financial penalty.
- q. "Software" are programs that allow the Hardware to process the data.
- r. "System" is the computer technology specifically designed to carry out a planned task which include, without limitation, Hardware, Software, Databases, Networks and Data Management.
- s. "Transitional Support Plan" defines service level targets and support model details for support provided by Company while new services are deployed in the Customer environment.



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- t. "Unplanned Downtime" shall mean, during planned Scheduled Uptime, the aggregate number of hours in any calendar month during which the System or Network is not Available.

2. Exclusions to Services - Assumptions and Adjustments

- *Exclusions to Services*

Only Services explicitly described in a Service Order or Change Order will be provided. All other services are excluded. The following items are explicitly excluded unless specifically called out in any Change Order or Service Order as being included. This list is descriptive only and not intended to limit those items which are excluded:

- Products, parts and materials required to repair Customer systems are not included.
- Major system upgrades or changes such as but not limited to: operating system upgrade, relocation of equipment, installation of new applications, or any projects that are not considered "routine maintenance, administration, or support" are not included.
- Adds, moves or change projects that exceed two hours of work time are not included.
- Application programming, modification and design work are not included.
- Services required that are a direct result of the Customer or an agent of the Customer modifying or changing the configuration of covered equipment without explicit, prior Company consent is not included.

- *Excluded Events*

The events listed below in this Section will have a material adverse impact on Company's ability to meet the SLO or SLG and in the event of an occurrence of any such event or combination of events, Company shall be excused from complying with any SLG or SLO until the cessation of any such events.

All claims with respect to SLGs are excluded when one or more of the following conditions exist ("Excluded Events"):

- i. The outage occurs during a Regular Maintenance Window or Emergency Maintenance Action as defined in Section 3 of this Appendix.
- ii. The outage is caused in full or in part by acts or omissions on the part of the Customer, anyone acting by, through or under Customer, or anyone else except to the extent of any act or omission by Company or anyone acting by, through or under Company.
- iii. The outage is caused in full or in part by equipment, business operations, software or facilities owned by or under the control of the Customer, including any third party equipment, except as a result of the acts or omissions of Company, or anyone acting by, through or under Company.
- iv. The outage is caused in full or in part as a result of Company or its agents not being given access to the Customer's premises (if applicable) where related communications lines or equipment are located, after Company has requested such access.
- v. The Customer fails to provide Company with accurate, up-to-date contact information for the "Escalation Plan" which will be created for Customer as part of the applicable Service Order, or when, after repeated attempts over a period of one hour or more, Company support staff is unable to reach at least one of the Customer's contacts on file when the event in question occurs.
- vi. The failure or malfunction of equipment, applications or Systems not owned or controlled by Company.
- vii. Force Majeure events.
- viii. Any suspension of Service pursuant to a Service Order.
- ix. Problems associated with Customer applications that cause the System or any portion thereof to be not Available.
- x. A material increase in processing and the approval necessary for additional resources is partially or completely withheld by Customer.
- xi. A publicly reported vendor-announced issue that affects Company's compliance with any SLO or SLG for a commercially reasonable period until a fix can be reasonably implemented.
- xii. Periods of Excusable Downtime including but not limited to planned outages, change management, or Customer requested reboots.



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- xiii. Any deficiency or failure of Customer Equipment, or Customer's failure to adequately maintain Customer Equipment or otherwise comply with Section 4.2 of the Master Services Agreement.

3. Service Level Agreement

The terms of this GSLA apply to all current or future relevant Services offered under the Agreement. Optional GSLA Addendums, if attached, include special provisions not covered by this GSLA. These Addendums are created by Company to address special customer requirements not covered in the GSLA or to address exceptions. All new Service Orders may require provisioning resources including, but not limited to documentation, altering of systems and processes to achieve desired performance, and/or possible support enhancements to reach ideal standards. Service Levels may be reduced or suspended upon service commencement as defined in a Transitional Support Plan.

Maintenance Actions

i. Regular Maintenance Window

Company performs ongoing, proactive maintenance on the systems, networks and communications circuits that provide services to our Customers. When performing any maintenance with the potential of causing a Service Interruption, Company will schedule this activity to take place during a pre-planned maintenance window.

Company will notify the Customer at least five (5) business days ahead of when such a maintenance window is scheduled to occur and how long it is expected to last. This notification will be made by email sent to the contacts listed in the Escalation Plan on file with Company. Another email will be sent to the same contacts at the close of the maintenance window.

Company makes every attempt to perform such maintenance without disruption of service, including the integration of redundancy features in our network infrastructure, but depending on the type of work being performed, interruptions can occur.

ii. Emergency Maintenance Actions

In rare instances, Company may determine that some emergency, unscheduled maintenance action is required due to circumstances outside of our immediate control that could pose a serious threat to the operational integrity of our systems, networks, or facilities.

Company reserves the right to remove from service any equipment, which term shall include, without limitation, Hardware and Software, presenting a threat to life and/or property (e.g. fire) when a significant risk of additional damage exists should the equipment not be removed from service.

Company reserves the right to temporarily remove from our Network any equipment which Company determines poses a threat to the operational integrity of our Network. This action may be required for Incidents including, but not limited to, the Customer's equipment having been compromised in such a way that it can be used by an auto-replicating virus or denial of service attack.

In these circumstances in which Company determines to take emergency action, Company will contact the Customer in accordance with the Escalation Plan.

Service Level Performance

Service Level Guarantee ("SLG"): Company will make commercially reasonable efforts to provide the following SLGs where services are managed by the Company and specifically associated within a Service Order or Change Order. SLGs will be applied independently for each covered service item. Penalties may be accrued on individual covered service items if the service level performance in a given month fails to meet the stated guarantee.

Company will provide an SLG credit to the Customer for affected services represented by associated Service Order or Change Order for SLGs that are not met. Any SLG credit must be requested in writing within thirty (30) days of the date the trouble ticket associated with the Unscheduled Downtime is closed. Customer waives any right to SLG credits not requested within the thirty (30) day period. SLG credits will be applied to Customer's next invoice once confirmed by Company. Any such SLG credit provides Customer its sole and exclusive remedy for any Service Interruptions, deficiencies, or failures of any kind. The SLG credit will not apply and Customer will not be entitled to receive any credit in the event Company's failure results directly or indirectly from an Excluded Event. Customer acknowledges that the SLG credits are not cumulative.



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- **Network HA:** All managed Network Services that are categorized as Highly Availability will be fully operational 99.99% average uptime per month (no more than 5m of downtime).

Service Availability (99.99% Services)

Measure	Actual Monthly Performance	Performance Credit
Service Availability % by Service Item (T)	$T \geq 99.99\%$	No Credit
Service Availability % by Service Item (T)	$99.95\% \leq T < 99.99\%$	4 Days Prorated credit for individual service item based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$99.9\% \leq T < 99.95\%$	8 Days Prorated credit for individual service item based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$T < 99.9\%$	See NOTE 1

NOTE 1: Performance Credits where Service Availability % is below 99.9% is calculated as follows:

- 8 Days Prorated credit, PLUS
- 2 Additional Days Prorated credit for every 0.1% below 99.9%.
- Total penalty may not exceed 15 days credit for a covered service item in a single month.

- **Servers & Storage HA:** All managed servers, physical or logical (VMs) that are categorized as Highly Availability will be fully operational 99.95% average uptime per month (no more than 22m of downtime).

Service Availability (99.95% Services)

Measure	Actual Monthly Performance	Performance Credit
Service Availability % by Service Item (T)	$T \geq 99.95\%$	No Credit
Service Availability % by Service Item (T)	$99.75\% \leq T < 99.95\%$	4 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$99.5\% \leq T < 99.75\%$	8 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$T < 99.5\%$	See NOTE 2

NOTE 2: Performance Credits where Service Availability % is below 99.5% is calculated as follows:

- 8 Days Prorated credit, PLUS
- 2 Additional Days Prorated credit for every 0.5% below 99.5%.
- Total penalty may not exceed 15 days credit for a covered service item in a single month.



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- **Network Non-HA:** All managed Network Services will be fully operational 99.9% average uptime per month (no more than 44m of downtime).

Service Availability (99.9% Services)

Measure	Actual Monthly Performance	Performance Credit
Service Availability % by Service Item (T)	$T \geq 99.9\%$	No Credit
Service Availability % by Service Item (T)	$99.5\% \leq T < 99.9\%$	4 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$99.0\% \leq T < 99.5\%$	8 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$T < 99.0\%$	See NOTE 3

NOTE 3: Performance Credits where Service Availability % is below 99.0% is calculated as follows:

- 8 Days Prorated credit, PLUS
- 2 Additional Days Prorated credit for every 1% below 99%.
- Total penalty may not exceed 15 days credit for a covered service item in a single month.

- **Servers & Storage Non-HA:** All managed servers, physical or logical, will be fully operational 99.5% average uptime per month (no more than 3.6hrs of downtime).

Service Availability (99.5% Services)

Measure	Actual Monthly Performance	Performance Credit
Service Availability % by Service Item (T)	$T \geq 99.5\%$	No Credit
Service Availability % by Service Item (T)	$97.5\% \leq T < 99.5\%$	4 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$95.0\% \leq T < 97.5\%$	8 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$T < 95\%$	See NOTE 4

NOTE 4: Performance Credits where Service Availability % is below 95% is calculated as follows:

- 8 Days Prorated credit, PLUS
- 2 Additional Days Prorated credit for every 2% below 95%.
- Total penalty may not exceed 15 days credit for a covered service item in a single month.

Service Level Objectives (SLO): Company will make commercially reasonable efforts to achieve the SLOs indicated in the charts appearing below for any service represented by associated Service Order or Change Order:

Service Level Objective	Monthly Target
Time to Answer (Phone)	90 Second Average Speed of Answer
Response to Email	15 minutes or less
Call Abandonment Rate*	Less than or equal to 5%
Customer Satisfaction	95% Satisfied

*Calls <= 10 seconds and calls abandoned before the prompt are excluded



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Synoptek Service Level Definitions & Targets

Service Level Objectives							
Priority	Type	AutoTask/ServiceNow Priority Tag	First Response (Email Acknowledgement) (SLO Target = 95%)	First Activity (Live Acknowledgement) (SLO Target = 95%)	MTRS Target (SLO Target = 85%)	Communication Updates	Explanation
P0	Incident - Critical Event (Multiple Customer Outage)	P0 - Critical	15 mins	15 mins	4 Hrs	Every 30 mins	Multiple Customer; Critical Infrastructure Event – Service interruption of critical infrastructure, processes, systems, facilities, technologies, networks, assets and services essential to the customer's daily operations where Synoptek is responsible for service availability. Examples include, but not limited to: Cloud managed services, Hosted business applications, Exchange, VOIP, and network services. Incident is worked until service is restored.
P1	Incident - Major Event (Single Customer Outage)	P1 - Major	15 mins	15 Mins	4 Hrs	Every 30 mins	Single Customer; Critical Infrastructure Event - Service interruption of critical infrastructure, processes, systems, facilities, technologies, networks, assets and services essential to the customer's daily operations where Synoptek is responsible for service availability. Examples include, but not limited to: Cloud managed services, Hosted business applications, Exchange, VOIP, and network services. Incident is worked until service is restored.
P2	Incident - Service Impairment	P2 - Impaired	15 mins	60 mins	6 Hrs	Every 60 Mins	Multiple or Single Customer; Infrastructure Impairment Event – significant degradation of service impacting daily operations of multiple users or business critical functions. Loss of N+1 redundancy is treated as an impairment event as well. Incident worked till degradation resolved.
	Incident - Single User (Critical Business Impact)	P2 - User Expedite	15 mins	60 mins	6 Hrs	N/A	Single user with critical operations impacted or single critical function unavailable.
P3	Incident - Moderate	P3 - Moderate	15 mins	6 Business Hrs	1 Business Day (12 Hrs)	N/A	Single user outage and/or limited degradation of function/s affected, Business process can continue, or non-mission critical applications or hardware, like Development environments.
P4	Incident - Low	P4 - Functional	15 mins	12 Business Hrs	3 Business Days (36 Hrs)	N/A	Single user functionality problems. Work around in place.
Scheduled	Customer/End User Driven	Scheduled	15 mins	N/A Scheduled Event	N/A Scheduled Event	N/A	Timeline or corrective action driven by customer.
SR	Service Request - Expedited	P2 - User Expedite	15 mins	60 mins	1 Business Day	N/A	Expedited Service Request (must be explicitly requested by customer).
SR	Service Request - Standard	P5 - Service Request	15 mins	1 Business Day	5 Business Days	N/A	Standard Service Request.

Business Day = Monday through Friday, excluding Company Holidays, 06:00 - 18:00 Pacific Time

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ATTACHMENT II PRODUCT PURCHASE

The terms set forth in this Attachment II supplement the Master Terms herein and shall apply to the Parties in the event Customer purchases Product from Company.

ARTICLE EIGHTEEN: PURCHASE AND SALE OF PRODUCT

18.1 Physical Product Shipment and Delivery; Risk of Loss. Physical Products ship directly from the Product manufacturer's warehouse, an authorized Company distributor, or from Company's integration center (in any such case, "**Shipping Point**"). All Products are shipped Free on Board (FOB), regardless of shipping method used. Company reserves the right, in its sole discretion, to select the carrier, means of shipment, Shipping Point, and routing.

18.2 Software Product Delivery. Software and other maintenance services or Products provided to Customer pursuant to a Service Order may be delivered electronically.

18.3 Product Acceptance. Customer shall inspect Products received under this Agreement upon receipt of the Products and either accept or, if any Products are nonconforming goods, reject such Products. Customer shall be deemed to have accepted all Products unless it notifies Company in writing of any nonconforming goods within thirty (30) days of receipt of such Products. If Customer timely notifies Company of any nonconforming goods, Company shall replace the nonconforming goods with conforming Products, or, if Company is unable to do so, refund Customer for the fees paid for the nonconforming goods. If the nonconforming goods are physical Products, Customer shall return such goods to Company at Company's expense. Customer hereby waives all right to contest or reject nonconforming goods if it fails to timely notify Company that any such Products are nonconforming goods.

18.4 Returns. Product returns may be accepted by Company only if (a) the reason for such return is listed below; (b) such Products were procured through Company; and (c) Customer has complied with such Product manufacturer's requirements for return eligibility. Acceptance of a Product return is in the sole discretion of Company and subject to acceptance of such return by the manufacturer, where applicable. Neither physical acceptance of returned Product nor Company's assistance with Customer's attempts to return such Product to the manufacturer shall be deemed Company's acceptance of a return. No software may be returned. Company may impose a twenty-five (25%) restocking fee on all returns for any reason other than those listed in (i) – (iv) below. All returns require the filing of a Return Merchandise Authorization ("**RMA**"). Credits shall be applied to accepted returns.

- (i) Damaged Products. RMA must be filed within five (5) days from date of the Company's receipt of the damaged Products.

- (ii) Breach of Warranty. RMA must be filed within five (5) days of the breach of all applicable warranties, if any. MANUFACTURER'S RETURN POLICY IS NOT A WARRANTY.

- (iii) Errant Products. If Customer receives shipment of Products over the quantity ordered, or Products that were not ordered, Customer shall notify Company and return such Products with manufacturer's external seal intact within five (5) days of Customer's receipt thereof.

- (iv) Upgrades. If, pursuant to any Service Order, the Products purchased by Customer constitute an upgrade, Customer may return the original Product in accordance with the manufacturer's requirements for return of the same. If Customer fails to return the original Product within thirty (30) days of the date of receipt of the upgrade Product, then Customer will not be eligible to receive a credit for the original Product and shall pay the full purchase price for the upgrade.

18.5 Cancellations. Company may cancel any orders placed for any Products if such orders list an incorrect price or contain other incorrect information, whether due to typographical error or otherwise, whether or not such errors were made by Customer or Company, and whether or not Customer's order was accepted. Upon any such cancellation, if the Products have not shipped, Company shall credit Customer for any fees paid by Customer. Upon any cancellation of Products that shipped, Customer shall return all Products unopened or, if opened, undamaged, within five (5) business days of the Company's written notification to Customer of such cancellation, and upon such return Company will issue a credit to Customer's account.

ARTICLE NINETEEN: PRODUCT WARRANTY DISCLAIMER

Company makes no warranty with respect to Products sold to Customer. Product warranties may be provided by the manufacturer of such Products, and any such warranty may pass to Customer upon acceptance of the Products. Although Company uses reasonable efforts to ensure the quality of Products it offers or uses, Company is not responsible for Product deficiencies.

ARTICLE TWENTY: TERMINATION OF PRODUCT LICENSE

Upon expiration or termination of this Agreement, any Product license granted hereunder shall automatically terminate, and Customer shall immediately cease using and delete, destroy, or return all copies of licensed Product. No expiration or termination will affect Customer's obligation to pay all fees that may have become due before such expiration or termination, or entitle Customer to any refund.

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19520 Jamboree Rd
#110
Irvine, CA 92612
(888) 796-6783

Master Services Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

SYNOPTEK, LLC

By: 

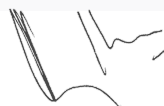
Name:
Timothy Britt

Title:
CEO


CUSTOMER

The Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada,

RECOMMENDED:


BY:  June 22, 2020

Mugunth Vaithyalingam, Chief Information Officer

BY:  June 22, 2020

Federico Zaragoza, President

APPROVED AS TO LEGAL FORM:

BY:  June 22, 2020

James Martines, General Counsel

APPROVED:

BY: _____
Thom Reilly, Chancellor