

## MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

This Master Agreement is between Atlantech Online, Inc., a Maryland corporation (“**Atlantech**”) and the purchaser or user of any “**Service**” or “**Services**” (as defined herein) (the “**Client**”) who, by its signature on the Master Agreement Signature Page, has accepted the terms of this Master Agreement. The following terms and conditions shall apply to the provision and use of the Services provided by Atlantech pursuant to this Master Agreement, including these general terms and conditions.

### ARTICLE 1 - DEFINITIONS

1.1 Capitalized terms used but not defined in this Section are defined elsewhere in the Master Agreement.

1.2 “**Affiliate**” of a party means any entity that controls, or is controlled by or is under common control with such party, and, in the case of Atlantech, it also means any entity which Atlantech has authorized to offer any Service or part of a Service.

1.3 “**Atlantech Policies**” mean the Atlantech policies located at <https://www.atlantech.net/legal>, including, without limitation, the Services Policies Guide, the Acceptable Use Policy, and the Privacy Policy.

1.4 “**Content**” means information made available, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML “hot link”, a third party posting or similar means) including all trademarks, service marks and domain names contained therein as well as the contents of any bulletin boards or chat forums, and all updates, upgrades, modifications and other versions of any of the foregoing.

1.5 “**Initial Service Period**” for each Service Component is the Service Period referenced on the applicable Sales Quotation. The Initial Service Period begins on the Service Activation Date of each Service Component and shall expire naturally upon the 365<sup>th</sup> day immediately following the Service Activation Date unless: (i) the Initial Service Period is terminated by either party in accordance with Article 5 hereof, or (ii) the applicable Sales Quotation specifies a different expiration date, in which case, the expiration date stated in the applicable Sales Quotation shall control. The Initial Service Period may be adjusted based upon any upgrades or contractual modifications to the applicable Service Component(s).

1.6 “**Master Agreement**” has the meaning set forth on the Master Agreement Signature Page.

1.7 “**Sales Quotation**” for each Service Component details the specific Service or Services that Client is obtaining from Atlantech and may include provisioning-related information for Client’s order.

1.8 “**Sales Quotation Acceptance**” refers to Atlantech’s acceptance and execution of any Sales Quotation that Client submits to Atlantech and that Atlantech has elected to accept.

1.9 “**Scheduled Service Activation Date**” for each Service Component is the date scheduled by Atlantech for Client’s Service Component to be activated, as may be specified in the Sales Quotation.

1.10 “**Service**” or “**Services**” means the Internet Service Components that Client orders under this Master Agreement.

1.11 Except as specified below, the “**Service Activation Date**” for a Service Component means the date Client’s Service is activated. Please see the Services Policies Guide for further details.

1.12 “**Service Component**” refers to an individual Service that Client orders under this Master Agreement.

1.13 “**Service Period**” for each Service Component shall consist of the Initial Service Period and all applicable Renewal Service Period(s) for such Service Component in accordance herewith.

1.14 The “**Services Policies Guide**” or “**SPG**” consists of additional terms and conditions that are applicable to this Master Agreement, the standard Atlantech service descriptions and other information relating to each of the Services as may be amended from time to time. Atlantech Service Policies Guides are located at <https://www.atlantech.net/legal> and are incorporated into this Master Agreement as if set forth verbatim herein.

1.15 “**User**” means anyone who uses or accesses any Service purchased by Client under this Master Agreement.

## **ARTICLE 2 - SERVICE PERIOD**

2.1 The Initial Service Period shall renew automatically in accordance with Section 4.2 below unless terminated by either party pursuant to Article 5 hereof.

## **ARTICLE 3 - CHARGES AND BILLING**

3.1 Client shall pay Atlantech for Client’s and all Users’ use of the Services at the rates and charges specified in the Sales Quotation and the Services Policies Guide, without deduction, setoff or delay for any reason. Charges set forth in the Sales Quotation and Services Policies Guide are exclusive of, and in addition to, any applicable taxes. Client agrees that Atlantech will hold a one-month deposit on all Services ordered. All setup fees and deposits are due and payable to Atlantech upon Sales Quotation Acceptance. Client’s monetary obligations under this Master Agreement including, but not limited to, the payment by Client to Atlantech of all sums due under this Master Agreement shall not be subject to any force majeure event(s).

3.2 Unless otherwise specified on a Sales Quotation, billing for any Service Component that Client orders will begin on the Service Activation Date of the Service. However, if by Client’s actions or omissions, the Service Activation Date for Client’s Service Component does not occur by the Scheduled Service Activation Date, billing will begin on the day after the Scheduled Service Activation Date for such Service.

3.3 Client shall pay all shipping charges, taxes and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by Client to Atlantech prior to the delivery of Services. Delivery of all items shall be F.O.B. at Atlantech’s headquarters location. Taxes for which Client is responsible include, but are not limited to, any sales, use, excise and ad valorem, gross receipts, Federal Universal Service Fund (FUSF) fees, and any other tax or fees of any nature whatsoever, present and future which are imposed, directly or indirectly, by any governmental authority or agency with respect to the Services. If travel is required to perform requested Services, Client shall pay all reasonable and actual travel and subsistence expenses incurred by Atlantech in the performance of any such Services, unless otherwise agreed by the parties in writing. Except as expressly provided herein, Client’s payment obligation is non-cancelable and any sums when paid shall be non-refundable.

3.4 Payment in U.S. currency is due within twenty (20) days after the date of the invoice and shall refer to the invoice number and customer number. Restrictive endorsements, accord and satisfaction language, or other statements on checks accepted by Atlantech shall not be binding upon Atlantech. Client shall reimburse Atlantech for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments (including, but not limited to, a returned check fee of \$25.00 per returned item). At Atlantech’s option, interest charges may be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law. The parties do hereby agree that, in no event, shall Atlantech be entitled to charge interest at a rate that is greater than the maximum rate allowed by applicable law - in the event that the applicable interest rate as set forth in this Master Agreement is greater than the maximum interest rate permitted by applicable law or otherwise conflicts with applicable law, then

the applicable interest rate as set forth in this Master Agreement shall be reformed, immediately and automatically, so as to fully comply with applicable law.

3.5 If Client has a reasonable dispute with any portion of an Atlantech invoice, Client must pay the undisputed portion of the invoice according to the terms of Section 3.0 and submit to Atlantech written notice of the claim for the disputed amount. All claims must be submitted via email to [billing@atlantech.net](mailto:billing@atlantech.net) within sixty (60) days from the date of the disputed invoice and Atlantech's determination of any such dispute shall be final and binding upon the parties. Client waives the right to dispute any charges not properly submitted and disputed within such sixty (60) day period. In the event that the dispute is resolved against Client, Client shall pay such amounts plus interest at the rate referenced in Section 3.4.

#### **ARTICLE 4 - PRICING, RENEWALS AND ORDERS**

4.1. The pricing for each Service, including any discounts or discount plans, is shown on the Sales Quotation and is fixed for the Initial Service Period. After the Initial Service Period for a Service Component, the pricing will revert, immediately, automatically and without the need for any writing or action by any party to Atlantech's then-current full list price for such Service and no discounts, discount plans or any other concessions contained in the Sales Quotation shall apply at any time after the Initial Service Period. Additional fees for Services are outlined in the SPG.

4.2. After the Initial Service Period, the Service for each Service Component shall continue automatically (and without the need for any further writing or action by any party) on a month-to-month basis (each calendar month of the Service Period following the Initial Service Period being referred to herein, individually, as a "**Renewal Service Period**" or, collectively, as the "**Renewal Service Periods**") under the terms of this Master Agreement.

4.3. The options and features of each Service Component that apply to Client are contained in the Sales Quotation or any other document used by Atlantech for provisioning the applicable Service Component. Additional orders of Service or Service Components by Client shall be deemed a supplement or modification of this Master Agreement and shall be subject to the terms of the Master Agreement.

#### **ARTICLE 5 - TERMINATION**

5.1 Termination by Either Party Without Cause During any Renewal Service Period:  
Notwithstanding anything contained herein to the contrary, at any time after the expiration of the Initial Service Period, either party may terminate Service for the applicable Service Component, for any reason or no reason at all, upon at least sixty (60) days' prior written notice to the other party. In the event of a termination by Client, then the written notification from Client shall be sent to Atlantech via email to [service@atlantech.net](mailto:service@atlantech.net) or by one or more of the methods specified in Section 16.5 below. In the event of a termination by Atlantech, such notice of termination shall be sent to Client's most recent email address on file with Atlantech with a concurrent copy sent via USPS postage prepaid certified mail, return receipt requested or via a nationally recognized overnight courier service (for example, FedEx) to the Client's most recent notice address on file with Atlantech. Client must retain Client's return email from Atlantech that provides Client with a ticket number as proof of Atlantech's receipt of Client's notification to terminate. In the event that Client terminates this Master Agreement in accordance with this Section 5.1, then such termination shall be conditioned upon Client's payment to Atlantech, timely and in full, of the Termination Charge (as defined in Section 5.5 below) in accordance with this Master Agreement.

5.2 Termination by Either Party at any Time, with Cause: Any Service under this Master Agreement may be terminated as follows: (i) by Atlantech, upon ten (10) days' prior written notice to Client, if Client has violated any terms or provisions of Section 6.2 below and which violation continues unremedied for ten (10) days after receipt by Client of written notice thereof from Atlantech, (ii) by either party, immediately upon written notice (and without cure), if a party has violated the other party's Marks, as defined in Section 11.2; (iii) by either party, immediately upon written notice (and without cure), if a party becomes

insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or becomes involve in an assignment for the benefit of its creditors, (iv) by either party, immediately upon written notice (and without cure), if a party commits a breach of any provision of Section 10.0 below, (v) by either party, upon thirty (30) days' prior written notice to the defaulting party, if a party has breached any other term or condition of this Master Agreement which is non-monetary in nature and which failure continues unremedied for a period of thirty (30) days after receipt by the defaulting party of written notice thereof from the non-defaulting party, (vi) by either party, upon fifteen (15) days' prior written notice to the defaulting party, if the defaulting party has breached any term or condition of this Master Agreement which is monetary in nature and which failure continues unremedied for fifteen (15) days after receipt by the defaulting party of written notice thereof from the non-defaulting party, or (vii) by either party, if and to the extent termination is authorized or permitted by any other provision of this Master Agreement (and after any notice and cure, if and as required thereby). Further, where the failure is non-payment by Client of any charges or other sums as and when due in accordance herewith, Atlantech may, at its option, terminate or suspend Service in accordance herewith or require that Client provide Atlantech with an additional deposit for the affected Service. In the event that Client terminates this Master Agreement in accordance with this Section 5.2, then such termination shall be conditioned upon Client's payment to Atlantech, timely and in full, of the Termination Charge in accordance with this Master Agreement.

5.3 Termination by Atlantech at any Time due to Discontinuance of Service: In addition to Atlantech's termination rights as set forth herein, Atlantech may terminate Service upon at least ninety (90) days' prior written notice to Client if Atlantech determines, in Atlantech's sole and absolute discretion, to discontinue any Service or Service Component. In the event of a termination of any Service by Atlantech in accordance with this Section 5.3, Client shall not be obligated to pay the Termination Charge.

5.4 With the exception of: (i) the Termination of any Service due to any default by Atlantech under this Master Agreement (after notice and cure as set forth herein), and (ii) the Termination of any Service by Atlantech pursuant to Section 5.3 above, Client shall pay the Termination Charge to Atlantech in the event that any Service is terminated in accordance herewith,

5.5 The Termination Charge during the Initial Service Period, or any subsequent Renewal Service Period will consist of: (1) 100% of the scheduled payments for each Service for each of the months remaining in the Initial Service Period or the then current Renewal Service Period; (2) all discounts, if any, received by Client; and (3) any dedicated connectivity cancellation charges and other charges incurred by Atlantech as a result of such cancellation. The Services Policies Guide provides dedicated connectivity cancellation charges for certain Services and those charges shall be included as part of the Termination Charge.

5.6 Subject to the terms and conditions hereof, termination by either party of a Service does not waive any other rights or remedies it may have under this Master Agreement. Termination or suspension of a Service shall not affect the rights and obligations of the parties under this Master Agreement. Notwithstanding the foregoing and anything contained herein to the contrary, Atlantech shall not be liable to Client or to any User(s) for any claims of any nature whatsoever arising from or associated with Atlantech's termination of this Master Agreement and/or any Service or Service Component in accordance herewith.

## **ARTICLE 6 - RESPONSIBILITIES OF THE PARTIES**

6.1 Atlantech agrees to provide Services to Client, subject to the availability of the Services, in accordance with the terms and conditions, and at the charges specified in this Master Agreement and further in accordance with all applicable Laws as defined herein.

6.2 Client shall assure that Client's and Users' use of the Services and Content will at all times comply with all applicable laws, statutes, orders, regulations and all similar requirements (collectively, the "Laws"), present and future, as well as any written and electronic instructions for use, present and future. Client agrees to comply, and to use best efforts to cause all Users to comply, at Client's sole cost and expense, with all applicable Laws including, but not limited to, any Laws which apply to the transmission of technical data and Software that is exported from the United States. Atlantech reserves the right to terminate affected Services, suspend affected Services, and/or remove Client's or Users' Content from the Services, if Atlantech determines, in the exercise of its reasonable discretion, that such use or Content violates any applicable Laws, any instructions for use, does not conform with the requirements set forth in this Master Agreement or interferes with Atlantech's ability to provide Services to Client or others. Atlantech's actions or inaction under this Section shall not constitute review or approval of Client's or Users' use or Content. Notwithstanding anything contained herein to the contrary, Atlantech shall not be liable to Client or to any User(s) for any claims of any nature whatsoever arising from or associated with any such suspension or termination of Service(s) pursuant to this Section 6.2.

6.3 Client and Users shall at all times during the Initial Service Period and any and all Renewal Service Periods comply with the Atlantech Policies including, but not limited to, Atlantech's then-current Acceptable Use Policy, Services Policies Guide, and Privacy Policy as amended, from time to time, by Atlantech. Atlantech will use commercially reasonable efforts to notify Client of complaints commenced by or received by Atlantech regarding each incident of alleged violation of the Atlantech Policies by Client or Users. Within ten (10) days of Client's receipt of written notice from Atlantech of an alleged violation, Client agrees that Client shall cure any violations of the Atlantech Policies. In the event that Client fails to correct any such alleged violations within said ten (10) day cure period and according to the terms and conditions set forth herein, Atlantech shall have the right to terminate this Master Agreement without any liability and without any further notice to Client and/or any and all Users.

6.4 Client acknowledges that Atlantech shall provide Service(s) to Client in accordance with the Services Policies Guide (the "SPG"), which is incorporated herein by reference as if set forth verbatim in this Master Agreement. Further, by signing this Master Agreement on the Master Agreement Signature Page, Client expressly acknowledges and affirms that Client has read, understands and agrees to be bound by the SPG. The SPG provides specifications, guidelines, fees and other information related to Atlantech's delivery, maintenance and termination of the Services. The SPG may be revised by Atlantech, from time to time, in Atlantech's sole and absolute discretion. The current SPG is available at: <http://www.atlantech.net/legal/spg>.

6.5 Client acknowledges that Client has read, understands and agrees to be bound by and shall use best efforts to assure that Users will comply with Atlantech's Acceptable Use Policy for the Service (the "AUP"), which is incorporated herein by reference as if set forth verbatim in this Master Agreement. The AUP details the types of activities that are prohibited for Client's or User's use of the applicable Service, including but not limited to or interfering with or disrupting other network users, network services or network equipment. The AUP may be revised by Atlantech, from time to time, in Atlantech's sole and absolute discretion. The current AUP is available at: [http://www.atlantech.net/our\\_network/aup.php](http://www.atlantech.net/our_network/aup.php).

6.6 Any of the Atlantech Security Services that Client may order are intended for use in conjunction with a single Atlantech-approved Internet connection or hosting service. Atlantech does not monitor other additional Internet connections or servers that may be maintained by Client unless Atlantech Security Services are ordered for the connections or servers in question. Client acknowledges and understands that multiple Internet connections, unless protected by an Internet security product or service, may significantly decrease Client's overall network security level. To the extent Client deems necessary, Client will implement security procedures and controls that Client deems necessary to limit access to the Service and Client will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs. **THE STRUCTURE OF CLIENT'S INTERNET CONNECTIONS AND ANY SECURITY MEASURES IMPLEMENTED WITH REGARD THERETO SHALL BE AT CLIENT'S**

**SOLE AND ABSOLUTE DISCRETION AND AT CLIENT'S SOLE RISK AND PERIL. FURTHER, CLIENT DOES HEREBY ACKNOWLEDGE AND AGREE THAT ATLANTECH SECURITY SERVICES SUCH AS MANAGED FIREWALL SERVICE AND MANAGED INTRUSION DETECTION SERVICE DO NOT GUARANTEE NETWORK SECURITY OR PREVENT SECURITY INCIDENTS. ATLANTECH ACCEPTS NEITHER RESPONSIBILITY NOR ANY LIABILITY FOR THE SECURITY OF CLIENT'S ELECTRONIC ENVIRONMENT, WHETHER OR NOT ATLANTECH HAS INSTALLED ANY INTERNET SECURITY EQUIPMENT OR SERVICE.**

6.7 Except for IP addresses expressly registered in Client's name, all IP addresses, Atlantech-based domain names and telephone numbers shall remain, at all times, the sole and exclusive property of Atlantech and shall be nontransferable and Client shall have no right, title and/or interest in any IP addresses nor shall Client use such IP addresses upon termination or expiration of any Service. IP addresses assigned to Client by Atlantech in connection with the Services (i) shall be used only in connection with the Services and (ii) will require Atlantech to disclose certain contact information for Client to the applicable registry for Internet numbers in order for Atlantech to be in compliance with its agreements with such registry and Client does hereby authorize Atlantech to make any and all such disclosures.

6.8 Client shall arrange for and timely provide, at Client's sole cost and expense, any and all necessary access to any rights of way, equipment space, conduit, electrical power and environmental conditions that Atlantech deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to Atlantech. Atlantech shall also have the right to obtain and maintain access to any of its wiring installed in any conduit provided by Client at any splice or junction box. Client also agrees to (i) provide adequate space that is sufficient and appropriate (including site conditions), as reasonably determined by Atlantech, for the installation and maintenance of any facilities which are required for the provision of any Service by Atlantech in accordance herewith, as set forth more fully in Section 8.2 below, (ii) provide Atlantech with a safe place to work, (iii) indemnify, defend and hold harmless Atlantech from and against any and all claims for Damages (as defined herein) arising from and/or associated with this Master Agreement; and (iv) protect all Atlantech equipment and facilities against fire, theft, vandalism or other casualty. Client shall be responsible for compliance with all governmental and third-party requirements (including, but not limited to, the requirements of any landlord of Client) relating to such equipment space and conduit and Atlantech's and Client's use thereof.

6.9 Atlantech will not provide support directly to nor interface with any User. Client is solely responsible, at Client's sole cost and expense, for (i) selecting the Users that Client permits to access each Service; (ii) implementing with Client's Users appropriate terms, conditions, and measures to ensure that Users comply with the terms and conditions of this Master Agreement and all applicable Laws; (iii) establishing Client's Users' rights to access each Service; (iv) providing training, copying, installing and distributing any Software (and updates, if any) to Client's Users; and (v) in the case of any Service that Client resells, billing and collecting any amounts that Client elects to charge Client's Users in connection with such Service.

6.10 Because Atlantech acts only as a conduit for transmission of data, Atlantech is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or the Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)), and Client is solely responsible, at Client's sole cost and expense, for complying with such statutes, rules and regulations. Further, Client shall indemnify, defend and hold harmless Atlantech from and against any and all claims for Damages made by any third-party (including, but not limited to, any governmental or quasi-governmental authority having jurisdiction) against Atlantech arising from and/or associated with compliance or non-compliance with the Gramm-Leach Bliley Act.

## **ARTICLE 7**

**[RESERVED]**

**ARTICLE 8 - EQUIPMENT AND SERVICE**

8.1 Equipment (including all fiber optic or other facilities) and any included Software provided to Client by Atlantech for use in conjunction with the Service (collectively, “**Equipment**”), if any, will be subject to the terms, conditions and licenses set forth in this Master Agreement and the SPG.

8.2 Client, at its own cost and expense, shall provide in a timely manner: (i) an equipment room environmentally compliant with local Laws and other environmental conditions as specified by Atlantech; (ii) reasonable access to the equipment at times specified by Atlantech; and (iii) adequate work space, heating/cooling, light, ventilation, and electrical outlets. Client shall also arrange for and timely provide at its sole cost and expense any necessary access to any rights of way that Atlantech deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to Atlantech. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-Atlantech equipment by Client, Client’s agents, employees and/or representatives without prior written authorization from Atlantech.

8.3 Except for Purchased Equipment, as defined in Section 8.4, all rights, title and interest to Equipment will remain the sole and exclusive property of Atlantech or its suppliers, as the case may be. Client will, however, be liable for any and all risk of loss to such Equipment as is situated on Client’s premises including, but not limited to, any and all repair charges or the replacement cost of such Equipment if it is damaged, lost, or stolen, unless directly and proximately caused by the negligence or willful misconduct of Atlantech or its agents.

8.4 Title to, and risk of loss of, Equipment, including associated software, purchased by Client under this Master Agreement (collectively, “**Purchased Equipment**”), will pass to Client as of the delivery date, upon which date, Atlantech will have no further obligations of any kind (including without limitation operation and maintenance and any updates) with respect to any and all Purchased Equipment. Atlantech hereby assigns software licenses for Purchased Equipment to Client, and Client agrees to be bound by the terms and conditions of any and all such licenses. Atlantech shall retain a purchase money security interest in each item of Purchased Equipment until Client pays for it in full and Client hereby appoints Atlantech, as Client’s duly appointed agent, coupled with an interest, to sign and file a financing statement to perfect Atlantech’s security interest in any such Purchased Equipment.

8.5 Upon the expiration or earlier termination of the Initial Service Period or the then-current Renewal Service Period, as applicable, Client shall, within fifteen (15) days thereof, deliver to Atlantech at its address stated in this Master Agreement (or as otherwise directed by Atlantech) all Equipment (other than fully-paid for Purchased Equipment) in the same condition as it was originally installed, ordinary wear and tear excepted. Client shall pay Atlantech, upon demand, the full cost to repair any damage to, or the loss of, any Equipment. Atlantech shall have no obligation to restore the premises in which any Equipment and/or Purchased Equipment was installed to its original condition – any such obligation (whether pursuant to a lease agreement between Client and its landlord, or otherwise) shall be solely that of Client and at Client’s sole cost and expense. If Client does not return the Equipment to Atlantech within the timeframe set forth in this Section 8.5, Client shall pay to Atlantech, upon demand, an amount equal to the manufacturer’s list price for the Equipment.

**8.6 UNLESS SPECIFICALLY STATED IN THIS MASTER AGREEMENT OR THE SPG, ALL EQUIPMENT PROVIDED HEREUNDER IS PROVIDED ON AN “AS IS” BASIS AND CLIENT ASSUMES THE RISK ASSOCIATED WITH USE, REPAIR AND MAINTENANCE OF SUCH EQUIPMENT AND SOFTWARE.**

**8.7 ANY IP MAIL SERVICE PROVIDED BY ATLANTECH IN CONNECTION WITH ANY SERVICE IS PROVIDED ON AN “AS IS” BASIS AND CLIENT HEREBY ASSUMES ALL RISK IN CONNECTION WITH CLIENT’S AND USERS’ USE THEREOF. IN NO EVENT SHALL ATLANTECH BE**



**LIABLE FOR THE PERFORMANCE OR THE FAILURE TO PERFORM ANY VIRUS PROTECTION PROVIDED IN CONNECTION WITH ANY SERVICE AND/OR ANY CLAIMS OF ANY AND ALL DAMAGES OF ANY NATURE WHATSOEVER ASSOCIATED THEREWITH OR ARISING THEREFROM.**

**ARTICLE 9**

**[RESERVED]**

**ARTICLE 10 - USE OF INFORMATION**

10.1 All documentation, technical information, Software (as defined in Section 12.1), business information, or other materials that are disclosed by either party to the other in the course of performing this Master Agreement shall be considered proprietary information (collectively "**INFORMATION**") of the disclosing party, provided that such information is in written or other tangible form and is clearly marked as "proprietary" or "confidential". This Master Agreement shall be deemed to be Atlantech and Client's INFORMATION. Client's Content shall be deemed to be Client's INFORMATION.

10.2 Each party's INFORMATION shall, for a period of three (3) years following its disclosure (except in the case of Software which shall be for an indefinite period): (i) be held in confidence; (ii) be used only for the purposes of performing this Master Agreement (including in the case of Atlantech, the ability to monitor and record Client's transmissions in order to detect fraud, check quality, and to operate, maintain, repair and otherwise provide the Services) and using the Services; and (iii) not be disclosed except to the receiving party's employees, agents, attorneys, accountants, lenders, prospective lenders and contractors having a need-to-know (provided that such agents and contractors are not direct competitors of either party and agree in writing to use and disclosure restrictions as which are in keeping with the provisions of this Section), or to the extent required by applicable Laws or the order of any court or administrative body (provided that prompt advance notice is provided to the disclosing party to the extent practicable).

10.3 The restrictions in this Article shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Master Agreement.

**ARTICLE 11 - PUBLICITY AND MARKS**

11.1 Neither party shall issue any public statements or announcements relating to this Master Agreement without the prior written consent of the other party.

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

**ARTICLE 12 - SOFTWARE**

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



12.2 Client shall not copy or download Software, except that Client shall be permitted to make two (2) copies of the Software, one for archive and the other for disaster recovery purposes. Any copy must contain the same copyright notices and proprietary markings as the original Software.

12.3 Client shall use best efforts to ensure that Client's Users comply with the terms and conditions of this Article 12 and shall indemnify, defend and hold harmless Atlantech from and against any and all claims for Damages made by any third-party (including, but not limited to, any governmental or quasi-governmental authority having jurisdiction) against Atlantech arising from and/or associated with any misuse of any Software by any of Client's Users.

12.4 The term of the license granted hereunder shall be coterminous with the expiration or termination of this Master Agreement.

12.5 Client agrees to comply with any additional restrictions that are provided with any Third-Party Software.

12.6 Atlantech warrants that all Atlantech Software will perform substantially in accordance with its applicable published specifications for the term of the Sales Quotation that covers the Software. If Client returns to Atlantech, within such period, any Atlantech Software that does not comply with this warranty, then Atlantech, at its option, will either repair or replace that portion of the Atlantech Software that does not comply or refund any amount Client prepaid for the use of the Atlantech Software for any time periods following return of such failed or defective Atlantech Software to Atlantech. This warranty will only apply to Client provided that Client is not in default under any of the terms and conditions of this Master Agreement and the Atlantech Software has been used by Client in accordance with the terms of this Master Agreement and is not altered, modified or tampered with by Client or Users.

#### **ARTICLE 13 - FORCE MAJEURE**

13.1 Neither Atlantech nor Client shall be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, pandemic (including, but not limited to, any government mandated closures or restrictions on operations), earthquake, flood, the elements, strike or other labor disturbances, interruption or delay in telecommunications or third party software or inability to obtain raw materials, supplies, or power used in equipment needed for provision of the Services, embargo, acts of civil or military authority, war, insurrection, sabotage, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing, except that Client's obligation to pay for any and all charges incurred for Services received by Client shall not be excused, limited, impaired or delayed by any force majeure event(s).

13.2 Atlantech contracts with local telecommunications service providers (each, a "Telco" collectively, the "Telcos") to install and maintain various equipment and/or services which are necessary for Atlantech to provide certain Services requested by Client pursuant to this Master Agreement. Client acknowledges that the Telcos are independent contractors and not agents of Atlantech. Client further acknowledges that Atlantech is not liable for any Damages of any nature whatsoever associated with or arising from any actions and/or inactions of the Telcos.

#### **ARTICLE 14 - LIMITATIONS OF LIABILITY**

14.1 For the purposes of all exclusive remedies and limitations of liability set forth in this Master Agreement or any Sales Quotation, "Atlantech" shall be defined as Atlantech and its successors, assigns, affiliates, employees, directors, officers, agents, representatives, and contractors; and "Client" shall be defined as Client and its successors, assigns, affiliates, employees, directors, officers, agents, representatives, and contractors ; and "Damages" will refer, collectively, to any and all injury, damage, liability, loss, claim, penalty, interest, cost and expense incurred of any nature whatsoever.

14.2 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, BREACH OF THIS MASTER AGREEMENT, OR FOR ANY OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS MASTER AGREEMENT SHALL BE AS FOLLOWS: (i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY A PARTY OR IN THE CASE OF DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR ANY BREACH OF ARTICLES 10 OR 11, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES; (ii) FOR DEFECTS OR FAILURES OF SOFTWARE, THE REMEDIES SET FORTH IN SECTION 12.6; (iii) FOR INTELLECTUAL PROPERTY INFRINGEMENT, THE REMEDIES SET FORTH IN ARTICLE 15; (iv) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS MASTER AGREEMENT, ATLANTECH'S LIABILITY SHALL BE LIMITED TO CLIENT'S PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS MADE BY CLIENT FOR THE AFFECTED SERVICE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THE FOREGOING SHALL NOT BE INTERPRETED OR CONSTRUED TO LIMIT CLIENT'S RESPONSIBILITY FOR THE PAYMENT OF ALL CHARGES UNDER THIS MASTER AGREEMENT.

14.3 EXCEPT FOR THE PARTIES' ARTICLE 15 OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

14.4 ATLANTECH ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CLIENT OR THIRD PARTIES; SERVICE INTERRUPTIONS (EXCEPT WHERE A CREDIT IS EXPLICITLY SET FORTH IN A SALES QUOTATION OR THE SERVICES POLICIES GUIDE) OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CLIENT'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

14.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS MASTER AGREEMENT, ATLANTECH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

14.6 CLIENT UNDERSTANDS AND AGREES THAT THE INTERNET IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREACH THE SECURITY OF ATLANTECH'S AND/OR CLIENT'S AND/OR USERS' NETWORK. ATLANTECH EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE ACTIONS OF MALICIOUS THIRD PARTIES, AND CLIENT AGREES THAT CLIENT AND USERS ACCESS THE SERVICES AT CLIENT'S AND USERS' OWN RISK. THE TERMS AND CONDITIONS OF SECTION 14.0 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS MASTER AGREEMENT.

#### **ARTICLE 15 - FURTHER RESPONSIBILITIES**

15.1 Atlantech agrees to defend or settle any claim against Client and to pay all Damages that a court may award against Client in any suit in which a court of competent jurisdiction has ruled that a Service infringes any patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: (i) Client's or Users' Content; (ii) modifications to the Service or combinations of the Service with other services or products, by Client, Users, or others; or (iii) Atlantech's adherence to Client's

written requirements; or use of the Service in violation of this Master Agreement. Client agrees to defend, hold harmless and indemnify Atlantech from and against any and all claims of any nature whatsoever (including, but not limited to, payment of all Damages that a court may award against Atlantech) in any suit in which a court of competent jurisdiction has ruled that a Service infringes any patent, trademark, copyright or trade secret, due to any of the exceptions in the immediately preceding sentence.

15.2 Whenever Atlantech is liable or potentially liable with regard to any claims arising under Section 15.1, Atlantech may, at its option, either procure the right for Client to continue using, or may replace or modify the alleged infringing Service so that the Service becomes non-infringing, but if those alternatives are not reasonably achievable, Atlantech may terminate the affected Service immediately upon written notice thereof to Client without any liability of any nature whatsoever to Client and/or Users other than as stated in Section 15.1.

15.3 Atlantech grants to Client the right to permit Users to access and use the Services, subject to and in accordance with the terms of this Master Agreement and provided that Client shall remain solely responsible for such access and use. Client shall defend, indemnify and hold harmless Atlantech from and against all claims for Damages associated with or arising out of third-party claims relating to Client's or Users' use of Service or Content or performance of the Service.

15.4 The indemnified party under this Article 15: (i) must notify the other party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other party shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense.

15.5 Client and Users are solely responsible, at Client's and Users' sole cost and expense, for backing up Client's and Users' data and systems both during and after the provision of Services. Client shall bear the risk as well as all costs and expenses associated with or arising from any recovery or loss of data.

## **ARTICLE 16 - GENERAL PROVISIONS**

16.1 Any supplement, modification or waiver of any provision of the Master Agreement must be in writing and signed by an authorized representative of each party. A waiver by either party of any breach of this Master Agreement shall not operate as a waiver of any other breach of this Master Agreement.

16.2 This Master Agreement may not be assigned by Client without prior written consent of Atlantech, except that either party may, without the other party's consent, assign this Master Agreement or any Service to a present or future Affiliate or successor; provided, however, that any assignment by Client shall be contingent upon Atlantech determining, in Atlantech's reasonable discretion, that the assignee is creditworthy and in compliance with any eligibility criteria for the Services. Atlantech may, at Atlantech's option exercisable in Atlantech's sole and absolute discretion, subcontract work to be performed under this Master Agreement, but shall retain responsibility for such work.

16.3 Each provision of this Master Agreement shall be valid and enforced to the fullest extent permitted by applicable Laws. If any provision of this Master Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Master Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and this Agreement shall be enforced to the fullest extent under applicable Laws.

16.4 Atlantech and Client shall attempt to resolve all disputes arising out of or related to this Master Agreement through good faith negotiations. The Substantially Prevailing Party (as defined below) shall be entitled to its costs, including reasonable attorneys' fees, in connection with any action arising from

this Master Agreement. **“Substantially Prevailing Party”** shall mean that party which recovers the larger award (measured in total dollars awarded) in any litigation between the two parties, as determined by the trial judge presiding over any such litigation.

16.5 All required notices under this Master Agreement (with the exception of invoices, invoice disputes and late payment notifications, any of which may be sent via e-mail to the party’s e-mail address referenced on the signature page of this Master Agreement) shall be in writing and shall be sent via certified or registered mail, postage prepaid return receipt requested, or sent by a nationally recognized overnight courier service (for example, FedEx), or hand delivered (with receipt therefor) and addressed to each party at the address set forth on the Signature Page of this Master Agreement. Each party may, from time to time, change its notice address upon at least ten (10) days prior written notice thereof to the other party.

16.6 State law issues concerning construction, interpretation, and performance of this Master Agreement shall be governed by the Laws (procedural and substantive) of the State of Maryland, excluding its choice of law rules. Client hereby irrevocably consents to the sole and exclusive jurisdiction (personal and subject-matter) of any court of competent jurisdiction in the State of Maryland. Venue shall be in any court of competent jurisdiction in Montgomery County, Maryland or, if federal subject matter jurisdiction exists, then in United States District Court for the District of Maryland, Southern Division (Greenbelt). **THE COURT SITTING WITHOUT A JURY WILL TRY ALL SUCH ACTIONS AND EACH PARTY DOES HEREBY IRREVOCABLY WAIVE ITS RIGHTS TO TRIAL BY JURY IN ANY MATTER, PROCEEDING OR ACTION ARISING FROM AND/OR ASSOCIATED WITH THIS MASTER AGREEMENT.** In connection with all actions in which Atlantech is the Substantially Prevailing Party, as defined herein, Atlantech shall be awarded (either in that action or by way of separate action) its costs and expenses of litigation (including reasonable attorney’s fees) through trial and appeal. The United Nations Convention on Contracts for International Sale of Goods shall not apply to this Master Agreement.

16.7 This Master Agreement does not provide any third-party (including Users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. It is expressly acknowledged and understood by the parties hereto that **USERS SHALL NOT BE DEEMED “THIRD-PARTY BENEFICIARIES” TO THIS MASTER AGREEMENT.**

16.8 The respective duties and obligations of Client and Atlantech under this Master Agreement, which by their nature would continue beyond termination or expiration of any Service or this Master Agreement, including, without limitation, the obligations regarding Use of Information, Publicity and Marks, the provisions of Article 14 and Article 15 of this Master Agreement and Client’s obligation to pay to Atlantech any and all charges and other sums due under this Master Agreement shall survive the expiration or earlier termination of this Master Agreement.

16.9 **THIS MASTER AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES. THIS MASTER AGREEMENT SUPERSEDES ALL THE PRIOR AGREEMENTS, PROPOSALS, PRESENTATIONS, RESIDENTIAL STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES, OR THE RIGHTS AND OBLIGATIONS RELATING TO THE SERVICES. THIS MASTER AGREEMENT SHALL NOT BE CONTRADICTED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR CLIENT’S PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THE MASTER AGREEMENT OR AN ATTACHMENT.**

16.10 During the term of this Master Agreement and for a period of one (1) year thereafter, Client agrees not to solicit or hire the services of any individual either currently employed or employed within the past twelve (12) months by Atlantech or any individual acting as a current subcontractor for Atlantech, without the prior written consent of Atlantech.

16.11 Atlantech may substitute, change or modify any Software or hardware at any time, but shall not thereby substantially diminish, limit or impair the technical parameters of the Services.

16.12 Client authorizes the specific individuals listed on each Sales Quotation to act on its behalf in connection with the matters listed, and Atlantech will not be required to take any direction from individuals not listed. If Client desires to have other individuals act on its behalf, it shall notify Atlantech in writing of such individual's name, phone and fax number and email address.

16.13 Sales of VPN Services and the related equipment must comply with all U.S. Commerce Department regulations and U.S. State Department restrictions. Certain hardware encryption products may not be exported to certain countries, or may be exported only with individual licenses. Software that contains DES data and/or encryption technology may not be exported outside the United States. Client is solely responsible, at Client's sole cost and expense, for determining compliance and obtaining all required approvals to facilitate the export of any VPN equipment to endpoints outside the United States.

16.14 Internet and data connectivity services are for IP data communication only. No local telephone services (including emergency services, including 911) are provided. (This statement is required by applicable Laws)

16.15 ECPA NOTICE. Atlantech reserves the right to monitor any and all communications through or within Atlantech's facilities. Client agrees that Atlantech is not considered a "secure communications medium" for the purposes of the Electronic Communications Privacy Act of 1986 ("ECPA"), as amended, and that no expectation of privacy is afforded.

16.16 All section and paragraph captions and/or marginal references in this Master Agreement are inserted only as a matter of convenience and in no way amplify, define, limit, constitute or describe the scope or intent of this Master Agreement or in any way affect this Master Agreement.

16.17 In the event that this Master Agreement is executed in several counterparts, all executed counterparts shall constitute one and the same legal document. A true and correct copy of this Master Agreement shall be treated as an original for all evidentiary purposes.

16.18 Although the printed provisions of this Master Agreement were drawn by Atlantech, this Master Agreement shall not be construed for or against either party hereto, but this Master Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result of the parties.

16.19 In the event Client is comprised of more than one person and/or entity, then all such persons and/or entities shall be jointly and severally liable for all of the obligations and liabilities of Client under this Master Agreement.

16.20 Nothing in this Master Agreement shall be deemed or construed as creating the relationship of principal and agent or of a joint venture or partnership between the parties.

16.21 Notwithstanding anything contained in this Master Agreement to the contrary, the provisions of this Master Agreement with respect to Client's obligations to pay any sum owing to Atlantech, at any time (whether before or after the expiration or sooner termination of this Master Agreement), shall survive the expiration or sooner termination of this Master Agreement.

16.22 This Master Agreement is entered into for commercial purposes only. The parties do hereby agree that no consumer protection laws including, but not limited to, the Maryland Consumer Protection Act and the Fair Debt Collection Practices Act shall apply to this Master Agreement.

16.23 The signature of a party on the Master Agreement Signature Page indicates such party's acceptance of the Master Agreement. The parties to this Master Agreement may choose to use electronic signatures and such use is subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96)).