

IT Services Standard Terms and Conditions

By accepting any order or quote (a "Quote") for the purchase of any IT Services or Products from 1303 Systems, LLC, a Missouri limited liability company ("1303 Systems"), you ("Customer") expressly agree to be bound by these IT Services Standard Terms and Conditions (the "Standard Terms"). Each Quote is subject to 1303 Systems' acceptance in its sole discretion. These Standard Terms and any Quote that refers to these Standard Terms collectively constitute one agreement (the "Agreement"). Each Quote specifies the current charges and costs for the Services and Products to be provided by 1303 Systems under the Agreement.

1. Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth below:

- (a) **"Customer System"** means Customer's computer network, network-connected servers, computers, and other devices connected to Customer's network system.
- (b) **"IT Services"** means the information technology or related services purchased by Customer pursuant to a Quote, which may include, without limitation, desktop, server, network, firewall, or mobile-device management services.
- (c) **"Products"** means the equipment or software sold or provided by 1303 Systems to Customer pursuant to a Quote.

2. Payment Terms

(a) Customer shall pay 1303 Systems the fees set forth in the applicable Quote in accordance with the payment terms stated in the Quote. In addition to the fees set forth in the Quote, 1303 Systems may invoice Customer for additional costs and expenses reasonably incurred by 1303 Systems in performing the IT Services. All fees are subject to adjustment by 1303 Systems in its sole discretion effective upon the first day of each renewal term.

1303 Systems will invoice Customer, and Customer shall reimburse 1303 Systems for, additional costs and expenses reasonably incurred in delivering the IT Services. Unless otherwise stated in the applicable Quote, all payments are due thirty (30) days from the invoice date, commencing on the first calendar month following execution of this Agreement. Customer shall remit payments upon receipt of each invoice to 1303 Systems at the address designated in the applicable Quote or as otherwise directed by 1303 Systems.

Customer may withhold payment of a disputed amount until the dispute is resolved; provided, however, that Customer shall timely pay all undisputed amounts owed under the Agreement. Undisputed amounts will be deemed delinquent if not received by 1303 Systems within thirty (30) days after the invoice date. Once resolved, disputed amounts shall be paid within ten (10) days.

(b) Customer is responsible for all applicable sales, use, value-added, or other taxes payable with respect to the IT Services or Products provided under this Agreement or arising out of or in connection with this Agreement.

(c) All sales, property, excise, and other federal, state, and local taxes, other than taxes based on 1303 Systems' net income, will be added to the fees payable by Customer.

(d) Past-due amounts will be subject to a service charge equal to the lesser of one and one-half percent (1.5%) per month or the highest interest rate permitted by law. Without limiting any other remedy available to 1303 Systems, if any amount owed by Customer is more than sixty (60) days past due, 1303 Systems may suspend the IT Services in its sole discretion. If any past-due amount is placed by 1303 Systems with a third party for collection or litigation, Customer shall be responsible for all collection costs, reasonable attorneys' fees, and court costs incurred by 1303 Systems. Customer agrees to pay a charge of not less than \$40.00, or the highest amount allowed by law, for any returned check.

(e) Customer must notify 1303 Systems within fifteen (15) days after the invoice date of any dispute regarding an invoiced amount. 1303 Systems and Customer will work together in good faith to resolve the dispute promptly.

(f) Customer shall pay a non-refundable deposit to 1303 Systems in the amount designated upon acceptance of the applicable Quote. If the transaction fails to close for any reason other than 1303 Systems' default, the non-refundable deposit will remain the property of 1303 Systems.

3. Term

The initial term of this Agreement will begin on the date specified in the applicable Quote and will continue for the period stated in the Quote. Upon expiration of the initial term, this Agreement will automatically renew for successive periods equal to the initial term unless either party provides written notice of cancellation by mail or email at least ninety (90) days before the last day of the then-current term. The initial term and each renewal term are collectively referred to as the "Term."

4. IT Services and Products

(a) Subject to this Agreement, 1303 Systems will provide Customer with the IT Services specified in the applicable Quote. 1303 Systems may provide other information technology-related services requested by Customer from time to time that are not included in the specified IT Services, but only to the extent 1303 Systems agrees to provide those additional services in its sole discretion.

1303 Systems may sell Customer hardware, equipment, components, or accessories (collectively, "Equipment"), or license, sublicense, or facilitate the licensing of third-party computer software ("Software"), as specified in a Quote or otherwise requested by Customer from time to time, but only to the extent 1303 Systems agrees to provide the applicable Products in its sole discretion.

Title to Products will vest in Customer upon Customer's payment in full of the applicable purchase price. Unless otherwise specified in a Quote, Products will be shipped to Customer's location F.O.B. shipping point. 1303 Systems may substitute Products with other equipment, software, components, or materials having substantially equivalent functionality, as reasonably determined by 1303 Systems. 1303 Systems may use refurbished parts in new Equipment, provided that the refurbished parts are subject to the same quality-control procedures and warranties applicable to new Equipment.

(b) Customer acknowledges that the Customer System remains under Customer's control at all times. The IT Services do not include the physical security or safety of the Customer System from casualty loss, physical intrusion, theft, vandalism, consequences arising from Customer's failure to observe procedures or protocols prescribed by 1303 Systems or a vendor, or abuse or neglect by Customer or its employees.

Any changes to the Customer System or the scope of the IT Services requested by Customer, if provided, will be charged at 1303 Systems' then-current rates. 1303 Systems will not be responsible for any downtime or losses arising from or related to the Customer System.

(c) If Customer purchases IT Services that include management of all or a portion of the Customer System, 1303 Systems will provide remote monitoring of the portion of the Customer System managed under the applicable Quote. Monitoring will include basic troubleshooting of the managed portion.

Customer expressly grants 1303 Systems the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Customer System for purposes of providing the IT Services. If 1303 Systems determines that an issue or problem with the Customer System is caused by a portion of the Customer System not managed by 1303 Systems, 1303 Systems may charge additional fees on a time-and-materials basis.

The following non-exclusive list of services and items is expressly excluded from managed IT Services and will be billed to Customer at 1303 Systems' then-current standard rates unless otherwise stated in the applicable Quote:

- (i) Customization of third-party applications or programming of any kind;
- (ii) Support for operating systems, applications, or hardware that are no longer supported by the manufacturer;
- (iii) Data or voice wiring or cabling services of any kind;
- (iv) Battery-backup replacement;
- (v) Equipment relocation;
- (vi) Hardware replacement costs;
- (vii) Costs required to bring the Customer System up to minimum requirements;

- (viii) Costs of repairs to hardware or supported equipment or software, parts, equipment, or shipping;
 - (ix) Project or integration work intended to increase functionality or capacity;
 - (x) Application configuration or network problems caused by line-of-business applications, including accounting, customer relationship management, or enterprise resource planning software; provided that 1303 Systems will make reasonable attempts to correct connectivity issues relating to those applications; and
 - (xi) Configuration of any hardware, software, configuration element, or hosting service in a manner that is not customary at 1303 Systems or that is in an end-of-life or end-of-support status.
- (d) 1303 Systems does not warrant that the Customer System will operate without errors or interruptions. 1303 Systems will not be responsible for any loss, cost, or damages suffered by or caused to Customer as a result of casualty loss, external power disruptions, internet service provider disruptions, or lost data resulting from the failure of internal network, hardware, or software systems.

1303 Systems may, in its sole discretion, render the IT Services in person, by telephone, email, or remote support. 1303 Systems will act as an independent contractor while performing the IT Services and not as an agent or employee of Customer. 1303 Systems will have sole discretion and control over the assignment of personnel to perform the IT Services.

5. Responsibilities

(a) Customer Responsibilities

In addition to Customer's other obligations under this Agreement, Customer is solely responsible for:

- (i) Providing a Customer System and environment equipped and configured to be compatible with specifications required by 1303 Systems from time to time;
- (ii) Providing high-speed internet connectivity with data-transmission speeds of not less than ten (10) MB per second, together with all other reasonably necessary utilities and third-party services;
- (iii) Providing 1303 Systems' personnel and subcontractors with reasonable remote and on-site access to the Customer System and related systems as necessary for 1303 Systems to provide the IT Services;
- (iv) Providing 1303 Systems with reasonable communication channels to contact Customer's personnel and other resources that may facilitate delivery of the IT Services, including all administrative rights, permissions, and security passwords necessary for 1303 Systems to access the Customer System and related systems;
- (v) Complying with all license agreements and other agreements applicable to third-party Software, including licenses and agreements included with the third-party Software or its documentation, all of which are incorporated into this Agreement by reference;

- (vi) Maintaining the Customer System, including all software and hardware systems, in current compliance with 1303 Systems' then-published minimum system standards and requirements;
- (vii) Being responsible for the physical security of Customer's facilities, assets, and information and, unless expressly included in the IT Services, being responsible for the administrative and technical security of Customer's facilities, assets, and information; and
- (viii) Providing on-site dedicated space suitable for operating the Customer System or other hardware within the manufacturer's operating conditions, together with uninterrupted electrical supply, static grounding, and heat, light, ventilation, and electrical outlets suitable for Customer's operation of the Customer System consistent with industry standards.

With respect to Software licenses that are not purchased outright by Customer but are provided by 1303 Systems under a Quote, Customer's right to use those Software licenses will terminate immediately upon expiration or earlier termination of this Agreement.

(b) 1303 Systems Responsibilities

If Customer purchases IT Services under a Quote that includes managed services, 1303 Systems will provide reasonably necessary help-desk services by telephone or electronic mail as requested by Customer in connection with the IT Services, subject to the parameters and pricing set forth in the applicable Quote.

Support is available twenty-four (24) hours a day, seven (7) days a week. Between 7:30 a.m. and 4:30 p.m. Central Time, Monday through Friday, support inquiries are fielded by 1303 Systems' support center. After those hours, support inquiries will be sent to a messaging system and returned. Holiday and after-hours support is intended for emergency use only, and excessive use of holiday or after-hours support for non-emergency purposes will result in additional charges at 1303 Systems' then-current standard rates.

The foregoing support-hour, after-hours, holiday-support, and additional-charge provisions are subject to any contrary service commitments expressly set forth in a Quote or service schedule. Any such contrary service commitments will control with respect to the applicable IT Services.

6. Compliance with Laws

Customer shall comply, and shall cause its personnel to comply, with all applicable foreign and United States federal, state, and local laws, licenses, and regulations relating to or arising out of this Agreement, including, as applicable, laws and regulations relating to the promotion of pharmaceutical products, fraud and abuse, insider trading, discrimination, confidentiality, false claims, and prohibitions on kickbacks.

For the avoidance of doubt, Customer shall comply with:

- (i) The Anti-Kickback provisions of the Social Security Act, 42 U.S.C. § 1320a-7b, and related regulations at 42 C.F.R. § 1001;

(ii) The False Claims Act, 31 U.S.C. §§ 3729–3733; and

(iii) The Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 201 et seq., and related regulations at 21 C.F.R. § 202.

Customer understands and agrees that 1303 Systems does not provide, and is not obligated to provide, legal or accounting advice and does not represent or warrant that Customer's use of the Software in conducting its business will comply with applicable federal or state laws. Customer acknowledges that it will rely on its own legal counsel and accountants for advice regarding compliance with applicable laws and accounting requirements.

Customer is responsible for informing 1303 Systems of any legal requirements applicable to the Software and for assessing the Software to ensure that those legal requirements are satisfied. Customer shall defend, indemnify, and hold harmless 1303 Systems, LLC, its affiliates, subsidiaries, employees, and authorized contractors from and against any losses suffered by any of them as a result of 1303 Systems relying on information provided by Customer regarding the legality of the manner in which Customer conducts its business.

7. Exclusive Warranty

For IT Services provided under this Agreement, 1303 Systems warrants that it will perform the IT Services in a workmanlike manner consistent with industry standards.

For Products sold, licensed, or otherwise provided by 1303 Systems, 1303 Systems makes no representations or warranties of any kind but will pass through to Customer any applicable manufacturer or developer warranties. 1303 Systems makes no warranties, express or implied, regarding third-party Software licensed or otherwise provided to Customer.

1303 Systems expressly disclaims, and Customer expressly waives, all other warranties, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement. 1303 Systems does not warrant that the IT Services will meet Customer's requirements, that operation of the IT Services will be uninterrupted or error-free, or that errors in the IT Services will or can be corrected.

If it is determined that 1303 Systems has breached the foregoing warranty, Customer's sole remedy will be a credit on a dollar-for-dollar basis calculated according to the Fees paid by Customer during the period in which the IT Services did not conform to the warranty, up to a maximum credit equal to twelve (12) months of Fees paid. The credit will be applied toward future Fees during the remaining Term that would otherwise be due to 1303 Systems, beginning with the month immediately following the determination and continuing until the credit is exhausted.

If the parties cannot agree whether a breach occurred, the parties will submit the issue to binding arbitration under Section 16, and any credit will commence with the month immediately following the arbitrator's ruling. The foregoing will be Customer's sole and exclusive remedy for breach of warranty.

8. Proprietary Rights and Confidentiality

(a) Customer acknowledges and agrees that all copyrights, patents, trade secrets, and other intellectual-property rights of every kind and nature relating to the IT Services are and will remain the exclusive property of 1303 Systems or its third-party licensors. Nothing in this Agreement transfers any such rights to Customer or any third party.

Except for Software licenses provided by 1303 Systems to Customer, no other right or license is granted to Customer, whether by implication or otherwise, and all other rights are expressly reserved to 1303 Systems.

All Customer data is the property of Customer. If Customer is a "covered entity" under applicable healthcare privacy laws, Customer data is the property of Customer or its patients and related prescribing physicians. While such information is in its possession or control, 1303 Systems will treat it confidentially, limit access, restrict use, and keep it as secure as reasonably possible in compliance with applicable laws, including the requirements applicable to protected health information under 45 C.F.R. Parts 160 and 164, Subparts A and E.

1303 Systems will use or disclose such information only as expressly authorized by this Agreement, an applicable Business Associate Agreement, or another contract entered into in connection with the parties' business relationship.

(b) Except as expressly authorized in writing, including by email, in advance by the other party, neither party will, during or after the Term, disclose the terms of this Agreement to any third party except to its employees, regulators, auditors, accountants, attorneys, or consultants who have a need to know the information.

A party may disclose information:

(i) To the extent required by subpoena or order of a governmental authority, provided that the party receiving the subpoena or order promptly gives the other party written notice before disclosure so that the other party may seek a protective order or other appropriate relief;

(ii) Other than with respect to protected health information, if the disclosing party can demonstrate that it possessed the information before disclosure by the other party and received it from a source other than the other party;

(iii) If the receiving party lawfully received the information from a third party without breach of any applicable confidentiality obligation; or

(iv) Other than with respect to protected health information, if the receiving party can demonstrate that the information was independently developed by a person who did not have access to the confidential information.

9. Physical and Data Security

1303 Systems will take commercially reasonable actions to ensure the continued security of Customer data delivered to 1303 Systems as part of the IT Services. 1303 Systems will use no less than commercially reasonable efforts to maintain the confidentiality of Customer data.

Notwithstanding the foregoing, in no event will 1303 Systems be liable to Customer for any loss, damage, corruption, deletion, or destruction of data, regardless of the cause, including, without limitation, where the loss, damage, corruption, deletion, or destruction arises from or is alleged to arise from 1303 Systems' negligence, gross negligence, willful misconduct, or the acts or omissions of any third party.

Customer is solely responsible for maintaining independent backups of all Customer data at all times.

10. Limitation of Liability

EXCEPT IN THE EVENT OF 1303 SYSTEMS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OTHER THAN WITH RESPECT TO ANY CLAIM RELATING TO THE LOSS, DAMAGE, CORRUPTION, DELETION, OR DESTRUCTION OF DATA, WHICH IS EXCLUDED IN ALL EVENTS PURSUANT TO SECTION 9, 1303 SYSTEMS WILL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS, DISRUPTION OF IT SERVICES, AND LOSS, DAMAGE, OR DESTRUCTION OF DATA, EVEN IF 1303 SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE EVENT OF 1303 SYSTEMS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OTHER THAN WITH RESPECT TO ANY CLAIM RELATING TO THE LOSS, DAMAGE, CORRUPTION, DELETION, OR DESTRUCTION OF DATA, WHICH IS EXCLUDED IN ALL EVENTS PURSUANT TO SECTION 9, 1303 SYSTEMS' total liability to Customer for any reason and upon any cause of action will be limited to the amount paid to 1303 Systems by Customer for IT Services under this Agreement during the twelve (12) months immediately preceding the event or cause giving rise to the claim.

This limitation applies to all causes of action in the aggregate, including, without limitation, claims based on breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts.

Both parties understand and agree that the remedies and limitations in this Agreement allocate the risks of Product and IT Services nonconformity between the parties as authorized by the Uniform Commercial Code and other applicable law. The parties further understand and agree that the fees charged under this Agreement reflect, and are set in reliance upon, this allocation of risks and the exclusion of consequential and special damages set forth in this Agreement.

11. Indemnity

Customer shall indemnify and hold harmless 1303 Systems, LLC and its affiliates, including their respective owners, officers, directors, and employees, from and against any claim, suit, loss, cost, damage, including consequential damages, expense, including reasonable attorneys' fees and expenses, or liability of any nature or kind arising out of or resulting from this Agreement, including Customer's:

- (i) Breach of or failure to comply with any obligation or requirement under this Agreement or any applicable law; or
- (ii) Infringement of any copyright, patent, or other intellectual-property or proprietary right of a third party.

12. Default and Termination

(a) Customer Default

Customer will be deemed to be in default if:

- (i) Subject to Customer's withholding rights under Section 2, Customer fails to pay any amount due under this Agreement within thirty (30) days after the amount becomes due and payable, or fails to timely remit payment on three (3) or more occasions during any eighteen (18)-month period;
- (ii) Customer breaches Section 5, 6, 8, 17, or 22, regardless of any purported attempt to cure;
- (iii) Customer commits a material breach of this Agreement and fails to remedy the breach within thirty (30) days after receiving written notice to do so; or
- (iv) Bankruptcy, receivership, insolvency, reorganization, or similar proceedings are instituted by or against Customer or any Customer affiliate under any section or chapter of the United States Bankruptcy Code, as amended, or under similar laws or statutes of any state, and the proceedings are not dismissed or discharged within thirty (30) calendar days after institution; Customer becomes insolvent; Customer makes an assignment for the benefit of creditors; Customer admits an inability to satisfy debts as they mature; Customer institutes a reorganization arrangement or other readjustment of debt plan; or a receiver is appointed for all or substantially all of Customer's assets.

Upon Customer's default, 1303 Systems may terminate this Agreement effective upon notice.

(b) 1303 Systems Default

1303 Systems will be deemed to be in default if:

- (i) 1303 Systems commits a material breach of this Agreement and fails to remedy the breach within thirty (30) days after receiving written notice to do so; or
- (ii) Bankruptcy, receivership, insolvency, reorganization, or similar proceedings are instituted by or against 1303 Systems or any 1303 Systems affiliate under any section or chapter of the United States Bankruptcy Code, as amended, or under similar laws or statutes of any state, and the proceedings are

not dismissed or discharged within thirty (30) calendar days after institution; 1303 Systems becomes insolvent; 1303 Systems makes an assignment for the benefit of creditors; 1303 Systems admits an inability to satisfy debts as they mature; 1303 Systems institutes a reorganization arrangement or other readjustment of debt plan; or a receiver is appointed for all or substantially all of 1303 Systems' assets.

Upon 1303 Systems' default, Customer may terminate this Agreement effective upon notice.

(c) Early Termination Charges

Customer acknowledges that the Fees stated in this Agreement are based on 1303 Systems' expectation that Customer will use and pay for the IT Services for the full initial Term and any renewal Term. Customer further acknowledges that it would be difficult to calculate the damages associated with 1303 Systems' loss of Fees if Customer improperly terminates this Agreement before the end of the applicable Term.

Accordingly, if Customer improperly terminates this Agreement before the end of the applicable Term, or if 1303 Systems terminates this Agreement for cause under Section 12(a), Customer shall pay 1303 Systems the average Fees that would otherwise have become due during the remaining portion of the applicable initial Term or renewal Term. The average Fees will be calculated based on the preceding twelve (12) months or, if the Agreement terminates before twelve (12) months have elapsed, the portion of the Term preceding termination.

(d) Transition Assistance

If Customer requests that 1303 Systems assist in Customer's transition away from 1303 Systems' IT Services, 1303 Systems will provide such assistance if:

(i) All fees owed to 1303 Systems have been paid in full before 1303 Systems provides the transition assistance; and

(ii) Customer agrees to pay 1303 Systems' then-current standard rates for the additional services.

Retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services subject to the requirements above.

Unless otherwise stated in the applicable Quote, 1303 Systems has no obligation to store or maintain Customer data in its possession or control following termination of this Agreement. Customer shall indemnify and hold 1303 Systems harmless from any claims arising out of 1303 Systems' deletion of Customer data following termination.

13. Legal Requirements

If any applicable law or any ruling, judgment, decree, or interpretation by a court, agency, or other governmental body having jurisdiction over either party, each a "Regulatory Matter," materially and adversely affects, or is reasonably likely to affect, the performance by 1303 Systems or its receipt of compensation under this Agreement, or makes this Agreement unlawful, the parties will immediately

use their best efforts to enter into a new arrangement that complies with the Regulatory Matter and approximates as closely as possible the parties' prior economic and other positions.

If the parties are unable to reach a new agreement within a reasonable period, not to exceed ninety (90) days after the occurrence of the Regulatory Matter or after its occurrence becomes reasonably certain, either party may terminate this Agreement effective upon notice.

14. Status

The relationship between 1303 Systems and Customer is that of independent contractors, and that relationship will continue throughout the Term. Nothing in this Agreement will be construed to constitute either party as a partner, joint venturer, or agent of the other party.

15. Expenses of Enforcement

If litigation or arbitration is instituted to enforce this Agreement, the prevailing party will be entitled to recover from the other party the amount of reasonable attorneys' fees and expenses awarded by the arbitrator or court, as applicable, at trial and on appeal, in addition to all other sums provided by law.

16. Arbitration

Any dispute or controversy arising out of or relating to this Agreement, including the interpretation of any provision of this Agreement, that cannot be resolved informally by the parties will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect, except to the extent those rules are modified by this Agreement or by mutual consent of the parties.

Any arbitration proceeding conducted under this Section will be held in Wichita, Kansas, and the resulting award will be enforceable in any court of competent jurisdiction.

Before instituting arbitration, Customer must provide 1303 Systems with an opportunity to resolve the claim by sending 1303 Systems a written description of the claim. If 1303 Systems is unable to resolve the claim within thirty (30) days after receiving the notice, Customer may initiate arbitration.

17. Successor Interests

1303 Systems may assign or subcontract all or any portion of its performance under this Agreement. Except as stated above, neither party may assign this Agreement without the consent of the non-transferring party. Any attempted assignment by Customer in violation of this Section will be null and void.

Subject to any limitation on assignment expressly contained in this Agreement, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, subcontractors, and permitted assigns.

18. Notices

All notices or other non-operational communications required under this Agreement must be in writing and delivered personally, by email, or by U.S. mail, certified, return receipt requested, postage prepaid.

Notices to Customer must be sent to the physical address or email address stated in the applicable Quote. Notices to 1303 Systems must be sent to:

1303 Systems, LLC

Email: info@1303systems.com

Mailing Address: [1303 Systems Mailing Address]

Personal delivery is effective upon delivery. Notices sent by mail are effective upon receipt. Notices may also be transmitted by email, provided that the transmitting party retains a record of when and to whom the communication was transmitted.

Customer shall designate an authorized point of contact for purposes of resolving service issues. 1303 Systems shall designate:

- (i) An authorized point of contact and contract administrator for purposes of receiving notice of contractual concerns, including any actual or alleged breach of this Agreement by 1303 Systems; and
- (ii) An authorized point of contact and service manager for purposes of discussing service problems, quality issues, and other service concerns raised by Customer.

19. Force Majeure

Neither party will be liable for any loss or failure to perform any obligation under this Agreement due to causes beyond that party's reasonable control, including industrial disputes of any nature, power loss or fluctuations, telecommunications failure, hacker attacks, internet slowdowns, acts of God, or any other cause constituting force majeure. The foregoing does not excuse or delay Customer's payment obligations.

Customer acknowledges that, in connection with the IT Services, 1303 Systems assumes no liability for any delay, failure, interruption, or corruption of any data or other information transmitted in connection with the IT Services. 1303 Systems makes no warranty and assumes no liability regarding the availability, reliability, or suitability of any internet services.

20. Limitations of Actions

No action, regardless of its form or basis, arising out of transactions relating to this Agreement or the IT Services performed or to be performed may be brought by either party more than one (1) year after the cause of action first accrued, except that an action for nonpayment may be brought within two (2) years after the date of the last payment owed by Customer under this Agreement.

21. Waiver

A waiver of any breach of this Agreement will not constitute a waiver of any other or future breach. Specifically, 1303 Systems may elect to continue performing despite a breach by Customer, but 1303 Systems' continued performance will not constitute a waiver of the breach or otherwise limit 1303 Systems' remedies.

22. Solicitation

Customer shall not solicit the employment of, or employ, any 1303 Systems personnel during the Term or for a period of two (2) years following the effective date of termination, cancellation, or expiration of this Agreement.

23. Governing Law

This Agreement is deemed to have been executed in the State of Kansas and will be governed by and construed in accordance with the laws of the State of Kansas, without reference to its conflict-of-laws rules.

The parties agree, on behalf of themselves and any person claiming by or through them, that the sole and exclusive jurisdiction and venue for any litigation arising out of or relating to this Agreement will be an appropriate federal or state court located in Sedgwick County, Kansas.

24. Numbers and Headings

As used in this Agreement, the singular includes the plural and the plural includes the singular. Captions and headings are included solely for convenience and will not be deemed to limit, explain, or interpret any provision of this Agreement.

25. Severability

If any provision of this Agreement is held invalid, that invalidity will not affect any other provision that can be given effect without the invalid provision.

26. Survival

Sections 2, 4, 7, 8, 10, 11, 13, 15, 16, 20, 22, 23, and 27 will survive the expiration or termination of this Agreement for any reason, together with any other provision that by its context or nature is intended to survive expiration or termination.

27. Injunction

Customer agrees that 1303 Systems would be irreparably harmed by Customer's breach of its obligations under this Agreement and that the resulting harm could not be adequately compensated by monetary damages alone. Therefore, notwithstanding Section 16, with respect to matters relating to a breach of Section 8, either party will be entitled to obtain injunctive and other equitable relief for the

threatened or actual breach of this Agreement without the obligation to post a bond or other security.

28. Headings

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

29. Entire Agreement

This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior communications, representations, understandings, and agreements, whether oral or written, relating to that subject matter.

This Agreement may not be amended except by a written instrument signed by both 1303 Systems and Customer.

In the event of a conflict among the documents comprising this Agreement:

- (i) A Quote will control only if it expressly identifies the specific section of these Standard Terms that it overrides and states that the conflicting term in the Quote will control with respect to that specific section only;
- (ii) Except as provided in subsection (i), these Standard Terms will control; and
- (iii) As between multiple Quotes, the Quote bearing the latest date will control with respect to its own subject matter.

Any other document incorporated into or made a part of this Agreement will be subordinate to these Standard Terms and the applicable Quote unless the document expressly identifies the specific provision it is intended to override and is signed by both 1303 Systems and Customer.

30. Publicity

Customer shall not refer to the existence of this Agreement in any press release, advertising, or materials distributed to prospective customers without the prior written consent of 1303 Systems. This obligation will survive the cancellation, expiration, or other termination of this Agreement.

1303 Systems may issue press releases identifying Customer as a business customer.