

IntegratEchs Master Service Agreement

- 1 **Introduction:** The Agreement (defined below) is entered into by and between IntegratEchs, Inc. ("IntegratEchs") and Customer (defined below). This Agreement provides the terms and conditions applicable to Customer's purchase of Services from IntegratEchs.
- 2 **Definitions:** For the purpose of the Agreement, any capitalized terms used herein and not defined elsewhere within the Agreement have the meanings set forth below:
 - 2.1 "Agreement" means the Master Service Agreement, all Service Orders and addenda thereto and applicable Service Schedules.
 - 2.2 "Customer" means the customer listed on the Service Order, Addendum or Quote, its subsidiaries and assignees.
 - 2.3 "IntegratEchs" means IntegratEchs, Inc., its subsidiaries, assignees, subcontractors, service providers and suppliers.
 - 2.4 "Late Payment" means a payment not received by IntegratEchs by the due date specified on the Invoice, or within 30 days of the date of invoice if no due date is specified on the invoice.
 - 2.5 "Monthly Recurring Charge" or "MRC" means the monthly charges billed to Customer by IntegratEchs for Services purchased on a monthly basis from IntegratEchs. The MRC is set forth in the Service Order, Addendum or Quote. The MRC does not include any other charges which may be billed to Customer including expenses paid to third parties by IntegratEchs and passed on to Customer.
 - 2.6 "Non Recurring Charge" or "NRC" means one-time charges billed to Customer by IntegratEchs as set forth in the Service Order, Addendum or Quote.
 - 2.7 "Usage Recurring Charge" or "URC" means charged billed to Customer by IntegratEchs on a monthly basis for Services which are billed in whole or in part based on usage.
 - 2.8 "Parties" means Customer and IntegratEchs.
 - 2.9 "Services" means the services provided by IntegratEchs to Customer as set forth on the Service Order or Addendum and any applicable Service Schedule.
 - 2.10 "Service Order" or "Service Order Agreement" means an agreement signed and executed by and between IntegratEchs and Customer that sets forth Services to be provided by IntegratEchs to Customer. The Service Order may include one or more attached Service Schedules. Each Service Order shall be deemed a separate Agreement, unless otherwise specified on the Service Order, and shall be governed by the terms and conditions set forth in this Master Service Agreement.
- 3 **Services:** The Agreement includes at least one Service Order. The Service Order and any applicable Service Schedules are incorporated here by reference.
 - 3.1 IntegratEchs agrees to provide Service to Customer subject to the terms and conditions set forth in the Agreement.
 - 3.2 The services provided by IntegratEchs to Customer as part of the Agreement are listed on the Service Order. Any applicable warranties and guarantees related to Services are set forth in an applicable Service Schedule.
 - 3.3 IntegratEchs shall make a commercially reasonable effort to begin providing Service on the Requested Start Date. IntegratEchs is typically able to begin delivering Service to Customer within 10 business days of receipt of Service order. If no Requested Start Date is specified, the Requested Start Date shall be 10 days following IntegratEchs' receipt of the signed Service Order, Addendum or Quote.
- 3.4 Customer agrees that any additional products or services ordered, or changes to Services, whether oral or in writing, may incur additional charges. Customer agrees to pay additional charges when invoiced. Customer is responsible for all Service charges even if incurred as the result of unauthorized use.
- 4 **Use of Services:** Customer may use IntegratEchs services for any lawful and ethical purpose. Use of IntegratEchs services for any other purpose is strictly Prohibited.
- 5 **Rates:** The Rates for Services ("Rates") are listed on the Service Order and applicable Service Schedules.
 - 5.1 During the Term of the Agreement all Rates shall be subject to increase by up to 3% annually ("Rate Adjustment"). The Rate Adjustment shall occur on the first day of the first month of each calendar year following the Start Date ("Rate Adjustment Date"). If the Start Date of the Agreement falls between October 1 and December 31, IntegratEchs shall not increase the rates on the first Rate Adjustment Date.
 - 5.2 After any Rate Adjustment, the new rates following the Rate Adjustment shall be deemed the Rates for the purposes of the Agreement.
 - 5.3 NRC and URC charges are nonrefundable.
- 6 **Deposits:** IntegratEchs may require a deposit at any time as a condition to providing or continuing to provide Services. Unused Customer deposits will be refunded following expiration or termination of the Agreement.
- 7 **Invoices:** Invoices are delivered monthly or more often depending on the Services ordered by Customer. Fixed charges including MRC and NRC are generally billed in advance and URC charges are generally billed in arrears. Billing for partial months is prorated.
 - 7.1 Regular billing for fixed-cost Services shall begin on the Start Date. If the Start Date does not fall on the first of the month, the first billing shall be prorated and may appear together with the second month's billing or may come on a separate invoice. Thereafter, invoicing for MRCs will occur monthly on or about the first of the month.
 - 7.2 Regular billing for usage-based services shall begin on the Start Date. Invoicing for URC related to services will typically occur monthly on or about the last day of the month but may occur more frequently at IntegratEchs' discretion.
 - 7.3 Unless otherwise specified on the Invoice, Invoice terms are net 15 and all payments are due 15 days after the invoice date.
 - 7.4 IntegratEchs reserves the right to change Customer terms at any time following the Start Date for any reason. In the event that Customer terms are decreased, IntegratEchs shall provide notice to Customer of such decrease in Customer terms prior to or concurrent with the next billing of Customer on new terms.
 - 7.5 IntegratEchs reserves the right to require Customer to complete a credit application at any time as a condition to provide or continue to provide net terms.
 - 7.6 IntegratEchs may utilize electronic systems for Invoice delivery and customer shall use such systems.
 - 7.7 Customer's receipt of Invoice will be presumed five business days following the date that the invoice is sent to Customer.
- 8 **Payments:** Customer shall pay IntegratEchs for Services provided by IntegratEchs to Customer. IntegratEchs shall provide Services to Customer. The Parties agree that the Services and Payments set forth in the Agreement represent adequate Consideration

- 8.1 Customer shall make payment in United States currency in legal tender. Integratechs accepts cash, check and EFT payments and any other payment method required by law ("Acceptable Payment Methods"). Customer acknowledges that Customer shall be responsible for making payment using one of the Acceptable Payment Methods.
- 8.2 Integratechs reserves the right to accept credit cards on a case by case basis, or to accept them and then discontinue acceptance of them at any time in the future.
- 9 **Late Payments:** For invoices with terms of "due upon receipt", "net due" or any other terms requiring immediate payment, any payment not received by Integratechs within 5 business days of the Invoice date shall be considered past due ("Late Payment").
- 9.1 For invoices with standard terms of net 15, or other terms as set forth on the invoice, any payment not received by Integratechs within the number of days allowed by the invoice terms shall be considered past due ("Late Payment").
- 9.2 All Late Payments are subject to the Interest Rate on Late Payments as set forth in the Agreement.
- 10 **Interest Rate on Late Payments:** Late Payments bear interest at 1.5 percent per month or the highest rate allowable by law, whichever is less.
- 11 **Disputes:** If Customer reasonably disputes Invoice ("Dispute"), Customer must pay the undisputed amount by the due date. Customer must make all Invoice disputes in writing to Integratechs no later than 30 days after the date of Invoice or the right to Dispute is waived. All Disputes shall include information detailing the amount of the Dispute, the nature of the Dispute, the Charges being disputed and the Invoice being disputed.
- 11.1 If Dispute is resolved in favor of Integratechs, Customer will pay the disputed amounts plus interest from the Invoice Due Date.
- 11.2 If Dispute is resolved in favor of Customer, the disputed amount shall be applied to Customer account in the form of a credit.
- 12 **Taxes:** With the exception of taxes based on Integratechs' Income, Customer shall be responsible for all taxes and fees arising in any jurisdiction, including by way of example but not limitation consumption, sales, use, value added, gross receipts, foreign withholding, excess, bypass, access, franchise or other taxes, fees, surcharges or duties imposed on or incident to the provision, sale or use of Products or Services. Customer may present to Integratechs a valid tax-exemption certificate and Integratechs will give effect thereto prospectively.
- 13 **Default:** If, after the Start Date, Customer fails to pay any amount required under this Agreement and such failure continues for ten (10) days after notice to Customer, Integratechs may elect to terminate in whole or in part Services, declare all charges for the remaining Term immediately due and payable, and pursue any other remedies it may have at law or equity.
- 13.1 If either Party fails to observe or perform any other material term of this Agreement and such failure continues for thirty (30) days after written notice from the other Party, then the non-defaulting Party may terminate the Agreement in whole or in part and pursue any remedies it may have at law or equity.
- 13.2 If any change in applicable law, regulation, rule or order materially affects delivery of a Service, the Parties will negotiate appropriate changes to the Agreement. If Parties are unable to reach agreement within thirty (30) days after Integratechs delivery of notice requesting renegotiation, Integratechs may pass any increased costs related to delivery of Service through to Customer or Customer may terminate the affected Service without incurring Termination Liability by delivering written notice to Integratechs within 30 days.
- 14 **Collections:** Customer will be liable to Integratechs for all costs and expenses incurred in collecting amounts due to Integratechs, including legal fees.
- 15 **Term:** The Service Term (the "Initial Term") is listed on the Service Order. If no Initial Term is listed then the Initial Term shall be one year.
- 15.1 The "Subsequent Term" of this agreement shall be the same as the Initial Term, unless otherwise specified in the Service Order or agreed to in writing by Parties prior to the expiration of the Initial Term.
- 15.2 The Initial Term and all Subsequent Terms collectively comprise the "Term" of the Agreement.
- 15.3 If neither Customer nor Integratechs cancels the Agreement prior to the end of the Term, then the Service Agreement shall automatically renew for a Subsequent Term.
- 15.4 For the purposes of this agreement, the Start Date means the date that Service is made available to customer.
- 16 **Cancellation:** Customer may cancel this agreement upon 30 days written notice to Integratechs. If Customer cancels this agreement prior to the end of the Term Customer shall be liable for the applicable Termination Liability as set forth herein.
- 17 **Termination Liability:** If prior to expiration of Term customer Terminates Service or if Integratechs Terminates Service for cause, Customer will pay Integratechs an early termination charge ("Termination Liability") equal to all unpaid amounts for service provided through the date of termination plus: (a) all previously waived NRCs or waived charges for Services, plus (b) 100% of the remaining monthly recurring charges (if any) for months 1-12 of the Term; plus (c) 50% of the remaining monthly recurring charges (if any) for months 13 through the end of the Term; plus (d) any termination liability payable to third parties resulting from the termination; plus (e) any other charges or costs arising as a result of the Agreement which are not covered in the foregoing. Customer acknowledges that the Termination Liability is a reasonable approximation of Integratechs' damages and is not a penalty.
- 18 **Indemnification of Attorneys Fees:** Should any party materially breach this agreement (including representations and warranties made to the other party), the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract. This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out-of-pocket costs", as used in this contract, shall not include lost profits.
- 19 **Integration:** The Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by the Agreement. This Agreement is an integrated agreement.
- 20 **Severability:** If any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of the Agreement. All remaining provisions of the Agreement shall continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- 21 **Modification:** Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. The physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
- 21.1 Integratechs reserves the right to make changes to this Agreement from time to time to reflect changes in how Integratechs conducts its business ("Periodic Modification").

Periodic Modifications made by Integratechs do not require signed agreement by Customer. However, all Periodic Modifications require Notice to Customer at least 30 days prior to the effective date of the modification ("Modification Notice"). The Modification Notice shall include the text of the modification, the effective date of the modification, deadlines and instructions for rejecting the modification.

- 22 **Governing Law:** This Agreement shall be interpreted under, and governed by, the laws of the state of Utah.
- 23 **Exclusive Jurisdiction for Suit in Case of Breach:** The Parties, by entering into this Agreement, submit to jurisdiction in Utah County, Utah for adjudication of any disputes and/or claims between the Parties under this agreement. Furthermore, the Parties hereby agree that the courts of Utah County, Utah shall have exclusive jurisdiction over any disputes between the Parties relative to this agreement, whether said disputes sounds in contract, tort, or other areas of the law.
- 24 **Limitations of Liability:** For purposes of all indemnity obligations, exclusive remedies and limitations of liability set forth in this Agreement, Integratechs shall be defined as Integratechs, its affiliates, its subsidiaries, its assignees, and its and their employees, directors, officers, agents, representatives, subcontractors, service providers and suppliers; Customer shall be defined as Customer, its affiliates, and its and their employees, directors, officers, agents and representatives; and Damages will refer collectively to all injury, damage, liability, loss, penalty, interest and expense incurred.
- 24.1 Customer and Integratechs will make every commercially reasonable effort to ensure that neither party incurs Damages as a result of actions or inactions of the other party. Nevertheless:
- 24.2 EITHER PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:
- 24.3 FOR BODILY INJURY OR DEATH TO ANY PERSON OR REAL OR TANGIBLE PROPERTY DAMAGE NEGLIGENTLY CAUSED A PARTY, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF PARTY OR FROM A BREACH OF THE PROVISIONS OF THIS SERVICE AGREEMENT, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES.
- 24.4 FOR ALL OTHER DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY CUSTOMER FOR THE AFFECTED SERVICE DURING THE ONE (1) MONTH PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS DOES NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.
- 24.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE 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, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 24.6 INTEGRATECHS ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY INTEGRATECHS; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.
- 24.7 The limitations of liability set forth in this Section shall apply: regardless of the form of action, whether in contract, tort, strict liability, equity or otherwise; and whether or not damages were foreseeable. These limitations of liability shall survive failure of any exclusive remedies provided in this Agreement.
- 25 **Force Majeure:** Neither party will be liable, nor will any remedy provided by this Agreement be available, for any failure of Service due to causes beyond such party's reasonable control ("Force Majeure"). Customer will not be obligated to pay Integratechs for Service not delivered as the result of Force Majeure. Integratechs will not be obligated to provide Service as the result of Force Majeure.
- 26 **Assignment:** Customer may not assign its rights or obligations under the Agreement without prior written permission from Integratechs. The Agreement will apply to any permitted transferees or assignees. Customer may not resell any Services under this Agreement without the express written consent of Integratechs.
- 26.1 Integratechs may assign its obligations under the Agreement to any third party it deems necessary in order to ensure fulfillment of its obligations under this agreement, including, by way of example but not limitation, third party contractors or service providers. Integratechs reserves the right to assign its rights under the Agreement to any third party for any reason, including, by way of example but not limitation, third party collection companies for collective action. Assignment by Integratechs to any third party may be made with or without notice to Customer.
- 27 **Notice:** any notices required or permitted to be given under the Agreement ("Notice") shall be given in writing. Any Notice shall be effective upon delivery or refusal to accept delivery.
- 27.1 Any notice of Default, Cancellation or any Notice related to breach of this Agreement shall be made by either (1) certified mail, postage prepaid, return receipt or (2) by a commercial overnight courier that guarantees next day deliver and provides a signed receipt.
- 27.2 If notice is provided to Customer, such notice shall be delivered to the address listed on the Service Order under the heading "Customer Information".
- 27.3 If notice is provided to Integratechs, such notice shall be delivered to:
Integratechs, Inc.
315 South 500 East
Suite 103
American Fork, UT 84003
- 27.4 Either Party may at any time provide Notice of a new address to the other party where future Notice should be delivered.
- 28 **Headings:** Headings used in the Agreement are for purpose of reference only and have no meaning.
- 29 **Confidentiality:** The terms of the Agreement and all information of a confidential nature acquired while performing this agreement are confidential. Each party and its agents will keep such information confidential and not disclose such information to third parties except as is necessary in order to perform the Agreement or as such disclosure is previously authorized in writing by the other party.
- 30 **Acknowledgments:** Each party acknowledges that it has received and has had an adequate opportunity to read and study the Agreement, to consider it, to consult with attorneys if so desired.