

This MASTER SERVICE AGREEMENT ("**Agreement**") is entered into and made effective as of the _____ day of _____, 20____ ("**Effective Date**") by and between **AUNALYTICS, Inc. ("AU")**, a Delaware corporation, with a corporate business address at 460 Stull Street, Suite 100, South Bend, Indiana 46601 **and the CLIENT ("CLIENT")**:

CLIENT Name & Address:	
Primary Location:	
Client Contract Representative:	Email:

WHEREAS, AU is in the business of providing Professional Services, Data Center Services, Managed Services, Connectivity, Cloud Services, SaaS Services and Hardware; and

WHEREAS, CLIENT desires to engage AU to provide such Professional Services, Data Center Services, Managed Services, Connectivity, Cloud Services, SaaS Services and Hardware as further described herein and in the applicable SOW and AU desires to be so engaged.

THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the parties agree:

1. Services and Hardware

1.1 Services and Hardware under Statements of Work. CLIENT is engaging AU to provide certain Professional Services, Data Center Services, Managed Services, Connectivity, Cloud Services and/or SaaS Services (collectively, the "**Services**") and/or Hardware as described in the relevant, duly executed scopes of work under this Agreement (hereinafter, "**SOWs**") and any exhibits attached thereto. "**Professional Services**" means consulting services, training, customizations, installation, and configuration provided by AU to CLIENT, as further set forth in a SOW executed by both parties and attached and incorporated hereto. "**Data Center Services**" means the data services provided to CLIENT by AU as further set forth in a SOW executed by both parties and attached and incorporated hereto which may include without limitation data analysis, machine learning, and artificial intelligence and is performed and/or delivered via AU's proprietary systems, data analytics platforms and/or Third-Party Products. "**Managed Services**" means the managed services provided to CLIENT by AU as further set forth in a SOW executed by both parties and attached and incorporated hereto which may include without limitation the remote and on-site management of CLIENT's technology infrastructure and end-user support. "**Connectivity**" means the connectivity services provided to CLIENT by AU as further set forth in an SOW executed by both parties and attached and incorporated hereto which may include without limitation internet and private network bandwidth, fiber transport and 'VoIP' services. "**Cloud Services**" means the cloud services provided to CLIENT by AU as further set forth in an SOW executed by both parties and attached and incorporated hereto which may include without limitation data protection services, security services, network services, and virtual server resources hosted in a shared infrastructure environment. "**SaaS Services**" means the software-as-a-service platform developed by AU or a third party and provided to CLIENT, as further set forth in a SOW executed by both parties attached hereto and incorporated herein. "**Hardware**" means the hardware and/or equipment provided by AU to CLIENT, as further set forth in a SOW executed by both parties attached hereto and incorporated herein. Neither party will have any obligation with respect to any draft SOW unless and until it is executed by the parties. Except as otherwise provided herein, if any of the terms and/or conditions of this Agreement conflict with any of the terms and/or conditions of any SOW, the terms and/or conditions of such SOW will control solely with respect to the Services and/or Hardware covered under such SOW.

1.2 Contract Administrator and Project Change Request. Each party will designate a contract administrator as set forth in the applicable SOW, which may be changed from time to time by either party by providing written notice to the other party. In the event CLIENT requests minor changes to the Services and/or Hardware described in an SOW, CLIENT may submit a project change request form ("**Project Change Request**") to AU for AU's review or initiate a request through a support ticket provided by AU in accordance with AU's processes and procedures. In the event AU accepts the Project Change Request or otherwise agrees to the changes requested via the support ticket, AU shall notify in its response to the support ticket and/or it in its response to the Project Change Request. Any mutually agreed upon such changes following the foregoing process shall be memorialized by the parties in writing and considered incorporated into the applicable SOW. In the event of a conflict between the terms and conditions of an SOW and a Project Change Request and/or agreed upon change via a support ticket, the change agreed upon by the parties via the support ticket or the Project Change Request (as the case may be) shall govern as it relates to the particular SOW.

1.3 Affiliates. All Affiliates of CLIENT may request Services and/or Hardware and execute SOWs under this Agreement. For purposes of such SOW's, the Affiliate shall be considered CLIENT as that term is used throughout this Agreement; provided, however, CLIENT and its other Affiliates shall be jointly and severally liable with respect to such SOW. "**Affiliate**" means any person or entity Controlling, Controlled by, or under common Control with AU or CLIENT, as applicable. For purposes of this Agreement, "**Control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

1.4 Client Obligations. During the term of this Agreement, CLIENT shall: (i) provide a suitable operating environment (including without limitation a suitable electrical power supply) and safe workplace for AU's Representatives (as defined in Section 2.2 below) providing Services and/or Hardware, (ii) ensure, unless specifically requested by AU, that no person other than AU and its authorized Representatives removes, adjusts, repairs, maintains and/or otherwise interferes with any part of the

Services and/or Hardware, (iii) ensure that no third party uses the Services and/or Hardware other than those third parties with whom the CLIENT has a relationship in the ordinary course of its business, and in any event ensuring that any third parties comply with the relevant provisions of this Agreement relating to the Services, Hardware and its use, (iv) ensure that its network and systems comply with the relevant specifications provided by AU from time to time and shall provide AU with information as may be required by AU in order to render the Services and/or Hardware, and (v) provide to AU such information as AU reasonably requires in order to perform its obligations under this Agreement and/or any SOW. CLIENT further agrees to train CLIENT's employees on all use, operation, backup, and recovery procedures.

1.5 Client Cooperation. At all times during the Term, CLIENT shall promptly and fully cooperate with AU, and shall promptly make competent, qualified personnel available to assist and answer questions of AU, as necessary and appropriate and as reasonably requested by AU. AU shall bear no liability and/or otherwise be responsible for delays in the provision of the Hardware, Services or any portion thereof occasioned by CLIENT's failure to timely provide information requested by AU. AU shall not be liable for failure to perform any of its obligations, including without limitation satisfaction of the time deadlines set forth in the applicable SOW, where AU is unable to perform, and/or its performance is delayed, solely due to the actions or inactions of CLIENT including, but not limited to, CLIENT's failure to meet its project deadlines, to fulfill the CLIENT obligations set forth in any SOW and/or to provide necessary information and/or adequate working conditions, including, without limitation, equipment, space, personnel and/or technical support. CLIENT is solely and exclusively responsible for obtaining, installing, maintaining, and supporting, at its sole expense, such hardware, software, telecommunications capabilities, and other technology (specifically including responsibility for providing appropriate personal computers, 'Internet' browser software, telecommunications lines, and a current account with an 'Internet' service provider) as are necessary for it to use the Third-Party Products, AU Materials and/or Work Product. AU assumes no liability for any direct or indirect damages arising from CLIENT's use and connection to the 'Internet.' AU is not responsible for the accuracy of information found on the Internet and only facilitates the accessing and dissemination of information through its systems. CLIENT is solely responsible for any material that CLIENT accesses and disseminates through the 'Internet.' CLIENT shall immediately notify AU in the event CLIENT becomes aware of a potential or actual unauthorized acquisition, access, use, or disclosure, or reasonable belief that there has been an unauthorized acquisition, access, use, or disclosure of Confidential Information or any information from which an individual may be identified and information that, when used alone or with other relevant data, can identify an individual ("PII") by anyone other than CLIENT and/or its Representatives and/or any information in a medical record that can be used to identify an individual ("PHI") (each, a "Security Breach"). CLIENT shall ensure that its Representatives (as defined in Section 2.2) are aware of and abide by the terms and conditions set forth herein and the applicable SOW and CLIENT shall be liable for any breach related thereto. CLIENT will keep any AU facility, network, and infrastructure free and clear from all mechanics liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work done by or on behalf of CLIENT or any CLIENT authorized person and will indemnify AU against and hold AU harmless from any loss or damage associated therewith. Nothing contained in this Agreement or in any attachment hereto will be deemed to constitute a consent or agreement by AU to subject an AU facility or any part thereof to liability under any mechanics' or other lien law.

1.6 Support, Service Level Agreements and Routine Maintenance. In the event CLIENT requires support from AU, CLIENT shall request such support by contacting AU via phone at AU's service desk at (574) 236-5602, emailing a ticket to support@aunalytics.com or via the portal generated via <https://aunalytics.itclientportal.com/>. Upon receipt of such request, AU shall designate the support request with a priority level as follows: "**Priority 1**" means the applicable Managed Services (including a business-critical application) are not operational at all or there is complete loss of network connectivity to all of CLIENT's users. "**Priority 2**" means the applicable Managed Services (including a business-critical application) are not operational at all or there is loss of network connectivity to some of CLIENT's users. "**Priority 3**" means an individual user issue such as a user workstation preventing access to network or user has a problem printing. "**Priority 4**" means a low business impact issue including without limitation moves, adds, or changes and new user set up. In the event CLIENT reasonably believes it is dealing with a Priority 1 or Priority 2 issue, CLIENT shall contact AU via phone. Any support requests received by AU from CLIENT via email or via the portal shall be considered a Priority Level 3 or Priority Level 4, as determined by AU in its sole and absolute discretion. AU shall provide a response to the CLIENT's request based on the priority level designated by AU and in accordance with the timeframes identified in the applicable SOW. Unless otherwise agreed by the parties in an SOW, AU shall provide support during the following hours at AU's then-current rates:

Category	Classification	Days	Availability Hours	Support Requests Served
Regular Business Hours	Business Hours	Monday - Friday	6 am to 6 pm	All Support Requests
After Business Hours	After Hours	Monday - Friday	6 pm to 6 am	High-P2 or Critical P1 Only
Weekend Hours	After Hours	Saturday - Sunday	24 hours	High-P2 or Critical P1 Only

AU may from time to time provide service level agreements related to particular Managed Services as further described in the applicable SOW. Any services credits provided to CLIENT in relation to the service level agreements shall be CLIENT's sole and exclusive remedy for AU's failure to meet the applicable service level agreements. CLIENT acknowledges and agrees that AU may perform routine maintenance to the network between the hours of 12:00 AM and 4:00 AM local time as determined by AU in its sole discretion.

2. Confidentiality

2.1 **Confidential Information.** During the Term of this Agreement, the parties may have access to certain information that is not generally known to others and marked as confidential including any and all information relating to the party and its business including without limitation: its business, legal, and operational practices, financial, technical, commercial, marketing, competitive advantage or other information concerning the business and affairs, partnerships and potential partnerships, business model, fee structures, employees, customer information, funding opportunities, metrics, know-how, systems, procedures and techniques that has been or may hereafter be provided or shown to the other party, regardless of the form of the communication and the terms and conditions of this Agreement (collectively, the “**Confidential Information**”). The party disclosing Confidential Information shall be referred to herein as the “**Disclosing Party**” and the party receiving Confidential Information shall be referred to herein as the “**Receiving Party**.”

2.2 **Representatives and Use of Confidential Information.** The Receiving Party will keep the Confidential Information confidential, and may disclose the Confidential Information to its officers, directors, employees, agents, and subcontractors (and their employees) (“**Representatives**”) who have a need to know such Confidential Information solely in connection with this Agreement. The Receiving Party will cause such Representatives to comply with this Agreement and will assume full responsibility for any failure to comply with the terms and conditions of this Agreement. The Receiving Party will not transfer or disclose any Confidential Information to any third party without the Disclosing Party’s prior written permission and without such third party having a contractual obligation (consistent with this Article 2) to keep such Confidential Information confidential. The Receiving Party will not use any Confidential Information (including without limitation PII and PHI) for any purpose other than to perform its obligations under this Agreement.

2.3 **Exclusions.** Confidential Information does not include information that: (i) is obtained by the Receiving Party from the public domain without breach of this Agreement and independently of the Receiving Party’s knowledge of any Confidential Information, (ii) was lawfully and demonstrably in the possession of the Receiving Party prior to its receipt from the Disclosing Party, (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information, and/or (iv) becomes known by the Receiving Party from a third party independently of the Receiving Party’s knowledge of the Confidential Information and is not subject to an obligation of confidentiality.

2.4 **Legal Requirements.** If the Receiving Party is requested or required to disclose any of the Disclosing Party’s Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a “**Legal Requirement**”), the Receiving Party will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Agreement in writing, the Receiving Party may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.

2.5 **Disclosure.** In the event that the Receiving Party learns or has reason to believe that Confidential Information has been disclosed or accessed by an unauthorized party, the Receiving Party will immediately give notice of such event to the Disclosing Party.

2.6 **Disposition of Confidential Information on Termination.** Upon termination of this Agreement with the Disclosing Party’s written request, the Receiving Party will return to the Disclosing Party all copies of Confidential Information already in the Receiving Party’s possession or within its control. Alternatively, with Disclosing Party’s prior written consent, the Receiving Party may destroy such Confidential Information; provided that the Confidential Information is (i) destroyed in accordance with applicable law, rule or regulation, and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case an officer of the Receiving Party will certify in writing to the Disclosing Party that all such Confidential Information has been so destroyed. Confidential Information contained in the Receiving Party’s system-backup need not be returned or destroyed so long as such backup is maintained in confidence in accordance with the terms and conditions set forth herein.

2.7 **Equitable Relief.** Each party acknowledges that a breach of this Article 2 may result in irreparable and continuing damage to the Disclosing Party for which monetary damages may not be sufficient, and agrees that the Disclosing Party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

3. Ownership

3.1 **Client IP and Client Data.** CLIENT hereby grants AU an irrevocable, worldwide, non-exclusive, royalty-free license to view, reproduce, publish, modify, copy, use, distribute, transmit and/or display the Client Data solely as necessary to provide the Services and/or Hardware and CLIENT hereby grants AU an irrevocable, worldwide, non-exclusive, royalty-free, perpetual license to view, reproduce, publish, modify, copy, use, distribute, transmit and/or display any Client Data that is anonymized or aggregated for any purpose. CLIENT represents and warrants that all Client Data is owned by CLIENT or that CLIENT has permission from the rightful owner to use each of the elements of Client Data; and that CLIENT has all rights necessary for AU to use the Client Data in connection with the Services and/or Hardware. CLIENT and its licensors retain title, all ownership rights, and all IP, in and to the Client Data (excluding AU IP, Work Product, AU Materials and Documentation), and reserve all rights not expressly granted to AU hereunder. “**Client Data**” means any elements of text, graphics, images, photos, designs, artwork, logos, trademarks, service marks, data, software and other materials or content which CLIENT provides in connection with any Services and PII of CLIENT and/or CLIENT’s Affiliate, regardless of the form or media in which such items are held.

3.2 **AU IP, Work Product and AU Materials.** AU retains all right, title, and interest in and to all trademarks, service marks, and trade names owned or licensed by AU, and no right, title and/or interest in or to AU's trademarks, service marks, and/or trade names is granted to CLIENT hereunder. All uses of AU's trademarks, service marks, and/or trade names shall inure solely to the benefit of AU or its licensors. AU shall have exclusive title and ownership rights, including all intellectual property including without limitation all patents, inventions, trademarks, service marks, trade names and trade dress, copyrights and copyrightable works, trade secrets, know-how, design rights and database rights (collectively, "**IP**"), throughout the world in all works, materials, software, documentation, methods, models, apparatus, systems and the like prepared, developed, conceived, or delivered as part of or in connection with the Hardware, Services and data and/or information processed, created, derived, or generated by AU and any related output as a result of and/or as part of the Hardware, Services, and all tangible embodiments thereof ("**Work Product**"). AU and/or its licensors retain, and shall have, on an exclusive basis, all right, title and interest, and all IP rights, throughout the world in and to any and all, in any form or media, software (in source code or object code format) libraries, tools, products, training materials, algorithms, subroutines, data models, source code, user interfaces, applets, know-how, ideas, techniques, architecture, methodologies, concepts, trade secrets and other proprietary information, any other derivative works, and records or documentation of each of the foregoing, that were owned and/or licensed by AU prior to entering into the applicable SOW as well as anything authored, conceived and/or developed after entering into this Agreement including without limitation any materials, documentation, methods, processes, and the like developed, conceived or delivered as part of or in connection with the Services and/or Hardware (excluding Client Data) (collectively, the "**AU Materials**"). AU may from time to time provide certain operating manuals, user manuals, release notes, training and marketing materials, guides, product descriptions, product specifications, technical manuals, supporting materials, and other information to CLIENT relating to the Services, Hardware and/or regarding the use and/or operation of the Services and/or Hardware (collectively, the "**Documentation**").

3.3 **License Grant and Restrictions.** Subject to CLIENT's compliance with the terms and conditions set forth herein and in the applicable SOW, (i) during the Term of this Agreement and the applicable SOW AU hereby grants to CLIENT a limited, non-exclusive, worldwide, non-transferable license for CLIENT to use the AU Materials, Work Product and Documentation for its internal purposes and to enable the full use and/or benefit of the Services. No right is granted to CLIENT hereunder to (or to authorize others to) permit, authorize, license and/or sublicense any third party to view and/or use the AU Materials, Work Product and/or sell, distribute and/or otherwise transfer the AU Materials and/or Work Product. Except as expressly permitted in this Agreement and/or any SOW, CLIENT may not and shall not, directly or indirectly, without the express, prior written consent of AU (i) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the AU Materials and/or Work Product in whole or in part, (ii) make any derivative works based on the AU Materials and/or Work Product, (iii) lease, sublicense, rent, lend, timeshare, distribute, transfer or assign the AU Materials and/or Work Product or any portion thereof to any third party without the prior written authorization of AU, (iv) purposely use the AU Materials and/or Work Product in violation of applicable laws, (v) use and/or permit the use of, reproduce and/or otherwise duplicate, disclose, modify and/or encumber any AU Materials and/or Work Product, or any portion thereof, (vi) merge any AU Materials and/or Work Product or any portion thereof with any other program and/or materials (except as expressly set forth in an SOW), (vii) access the AU Materials and/or Work Product in order to build a similar product or competitive product, (viii) take any action that materially interrupts and/or interferes with, or that might reasonably have been expected to materially interrupt and/or interfere with, the AU Materials and/or Work Product, and/or (ix) permit any other person and/or entity to engage in any of the foregoing conduct. Notwithstanding anything herein to the contrary, AU reserves the right, without liability to the CLIENT, to disable or suspend the CLIENT's access to and/or use of the AU Materials and/or Work Product in the event (a) of any breach or anticipated breach of this Agreement and/or SOW, (b) CLIENT and/or its users use of the AU Materials and/or Work Product disrupts and/or poses a security risk, may harm AU's systems and/or any provider of any third-party services and/or may subject AU and/or any third-party to liability, (c) CLIENT and/or its authorized users are using the AU Materials and/or Work Product for fraudulent and/or illegal activities, and/or (d) AU's continued provision of any of the AU Materials and/or Work Product to the CLIENT and/or its users is prohibited by applicable law. CLIENT shall not use the AU Materials and/or Work Product in any manner not specifically permitted hereunder. CLIENT expressly disclaims any right, title, or interest in or to any of AU's IP or Hardware.

3.4 **AU Hardware.** CLIENT will have no right or interest in any AU-supplied Hardware other than the right to use such Hardware during the term of the SOW as set forth in the SOW; provided that CLIENT is not in breach of this Agreement and/or SOW. CLIENT will be responsible for the cost to repair or replace any Hardware that is damaged by CLIENT or CLIENT's Representatives, as determined by AU in its sole and absolute discretion.

4. Fees

4.1 **Fees, Taxes and Expenses.** In consideration of the provision of the Services and/or Hardware described herein and/or in any SOW, CLIENT agrees to pay AU the fees set forth in the duly executed SOW. Unless otherwise set forth in an SOW, CLIENT agrees to pay AU its then-current rates during any renewal terms. Notwithstanding anything herein and/or in any SOW to the contrary, in the event the Services require the procurement of any Hardware, CLIENT shall be responsible for all costs for such Hardware. The fees reflected in such SOW(s) shall be in U.S. dollars. All fees due and payable under this Agreement are exclusive of taxes, which will be added at the prevailing rate from time to time. CLIENT agrees to reimburse AU for reasonable travel and out-of-pocket expenses. Such expenses are not included in the fees set forth in the relevant SOWs and will be invoiced separately. Notwithstanding anything herein to the contrary, in the event providers increase their fees for Third-Party Products, AU shall pass on such increase in fees to CLIENT and CLIENT shall pay such fees in accordance with the terms and conditions of this Agreement and/or SOW. Any services provided outside of the scope of Services set forth herein and/or in the applicable SOW shall be provided at AU's then-current rate for such out-of-scope services and shall be due and payable in accordance with the terms and conditions set forth herein.

4.2 **Invoices.** AU will provide CLIENT with an invoice for fees that become due hereunder via electronic mail to the email address provided by CLIENT. Unless otherwise agreed in a SOW or set forth on an invoice, each invoice related to Services shall be due and payable by CLIENT within thirty (30) days from printed date of such invoice. Where required, a Deposit Invoice shall be due and payable by CLIENT prior to ordering of hardware or scheduling of project. AU reserves the right to issue progress invoicing against open projects monthly, billing for labor consumed and materials received, invoice will be due and payable by CLIENT within thirty (30) days from printed date of such invoice. Invoices submitted by AU to CLIENT are deemed accepted and approved unless disputed by CLIENT in accordance with the terms and conditions set forth herein. CLIENT acknowledges and agrees that the foregoing payment terms and conditions apply regardless of the status of the Services. Unless otherwise set forth in a SOW, all fees shall be paid by check and sent to the contact's name and address specified on the invoice or deducted from a payment account designed by CLIENT and/or through automated clearing house transfers from the CLIENT's designated bank account. CLIENT authorizes AU to automatically charge the payment account for the fees, tax, costs related to Third-Party Products and expenses due hereunder without any further authorization from CLIENT. CLIENT acknowledges that the authorization will remain in effect until CLIENT cancels such authorization by providing written notice to AU. If CLIENT's payment account on file is closed or the account information is changed, or if, for any reason, a charge is rejected, CLIENT shall immediately update CLIENT's payment account or supply a new payment account, as appropriate. If CLIENT is unable to update its payment account with appropriate information, then AU will send an invoice to CLIENT detailing the amount due. CLIENT agrees to notify AU in writing of any changes to CLIENT's account information or termination of its authorization at least thirty (30) days prior to the next billing date. In the event payment dates fall on a weekend or holiday, CLIENT understands that the payments may be executed on the next business day. CLIENT hereby agrees to undertake any and all required actions, execute any required documents, instruments, or agreements, or to otherwise do any other thing required or requested by AU in order to effectuate the requirements of this Section.

4.3 **Late Payments.** If the CLIENT does not make payment on or before the date on which it is due to be paid, interest will be due, payable, and calculated daily at a rate of one and a half percent (1.5%) per month or the highest rate permitted by applicable law. Notwithstanding anything herein to the contrary, AU may, in its sole discretion, suspend Services upon fifteen (15) days prior notice to CLIENT if CLIENT is past due on payments due hereunder until payment is made in full without incurring any liability and/or waiving any right established hereunder and/or by law. In the event AU suspends Services, CLIENT shall be liable to pay AU a reinstatement fee, as applicable and as determined by AU. All fees due and payable by the CLIENT to AU under this Agreement must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law.

4.4 **Invoice Dispute Process.** If CLIENT has a bona fide dispute in relation to any portion of the fees invoiced, CLIENT must pay all invoiced fees and shall provide notice to AU in writing within thirty (30) days from the date of the invoice setting forth the details surrounding such good faith dispute. The parties shall discuss the disputed fees within fifteen (15) calendar days of the date of such notice. If the dispute is not resolved within such time period, then either party may at any time thereafter submit such dispute to a court of competent jurisdiction as set forth herein. When the dispute is resolved, (a) if a payment is owed to AU, payment of such amount and any associated interest shall be made to AU within five (5) calendar days of the resolution of such dispute or (b) if an amount is owed to CLIENT, AU, in its sole discretion, shall either (i) credit such amount to CLIENT's account within twenty (20) calendar days of the resolution of such dispute (or within such other timeframe as mutually agreed upon by the parties in writing), or (ii) apply a pro-rated credit to CLIENT's account for the remainder of the then-current Term. For avoidance of doubt, all negotiations pursuant to this Section 4.4 shall be treated as confidential compromise and settlement negotiations. Nothing said or disclosed, nor any document produced, in the course of such negotiations which is not otherwise independently discoverable shall be disclosed to any third party nor offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration or litigation. CLIENT waives the right to dispute any fees not disputed within thirty (30) days from the date of the applicable invoice.

5. **Term**

5.1 **Term.** This Agreement shall commence on the Effective Date and will continue until terminated by either party in accordance with the terms and conditions set forth in this Agreement ("**Term**"). Notwithstanding anything herein to the contrary, in the event the term of an SOW extends beyond the Term of this Agreement, the Term of this Agreement shall be extended through the term of the applicable SOW as it relates to the Services provided thereunder.

5.2 **SOWs.** The term of the SOW will commence on the date set forth in the applicable SOW and continue thereafter as set forth in such SOW, unless otherwise terminated earlier in accordance with the terms of such SOW and/or this Agreement. The Services will commence on the date set forth in the applicable SOW and continue thereafter as set forth therein.

6. **Termination**

6.1 **Termination for Breach.** If a party materially breaches this Agreement and/or any SOW (the "**Defaulting Party**"), and the Defaulting Party does not cure such breach within (a) five (5) days after its receipt of written notice of material breach from the non-defaulting party for a payment-related breach or (b) thirty (30) days after its receipt of written notice of material breach from the non-defaulting party for all other types of breach, then the non-defaulting party may terminate this Agreement and/or the relevant SOW upon written notice to the Defaulting Party. Notwithstanding the foregoing, if the nature of any material breach is such that a cure would be impossible in the non-breaching party's reasonable judgment (including, but not limited to, (i) a breach relating to disclosure of Confidential Information, (ii) a breach resulting from the loss or destruction of the non-breaching party's data resulting from willful, intentional, or negligent acts or omissions of the breaching party, or (iii) a Security Breach), then the non-breaching party may terminate this Agreement and/or SOW immediately without allowing for a thirty (30) day cure

period. Termination of an SOW and/or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement, SOW or at law or in equity.

6.2 Termination for Convenience. CLIENT may terminate this Agreement and/or any SOW at any time and for any reason upon sixty (60) days prior written notice to AU; provided that CLIENT pays AU the Early Termination Fee described in Section 6.4. AU may terminate this Agreement and/or any SOW at any time and for any reason upon ninety (90) days prior written notice to CLIENT.

6.3 Termination for Insolvency. Either party will have the right to immediately, or with such written notice as such party deems reasonable, terminate this Agreement and any SOW in the event the other party: (a) ceases to do business as a going concern in such party's reasonable opinion and acting in good faith, (b) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute (and if the proceeding is involuntary, it is not dismissed within sixty (60) days of its commencement), (c) becomes insolvent or becomes subject to direct control by a trustee, receiver, or similar authority, (d) has wound up, dissolved, or liquidated, voluntarily or otherwise, (e) makes a general assignment for the benefit of its creditors, or (f) takes any action authorizing or in furtherance of any of the foregoing.

6.4 Effect of Termination. Upon termination, (a) CLIENT will pay all outstanding fees, charges and expenses incurred through the effective date of termination and all fees and costs owed to applicable third-party providers for Third-Party Products, (b) the CLIENT's right and license to use the AU Materials, Work Product and Third-Party Products shall automatically cease, (c) CLIENT shall immediately return all AU Materials, Work Product and IP related to such terminated Agreement and/or SOW to AU, (d) CLIENT will relinquish use of any internet protocol addresses and server names assigned to CLIENT by AU in connection with the Services, including pointing any DNS for CLIENT's domain name(s) away from AU, and (e) CLIENT shall immediately return any property owned by AU in good condition, with reasonable wear and tear expected. If CLIENT fails to remove any Hardware and/or CLIENT-owned property from AU's location by the effective date of termination, AU will be entitled to pursue all available legal remedies against CLIENT, including, without limitation: (i) immediately removing any or all such Hardware and/or property and storing it at CLIENT's expense at an on-site or off-site location until such Hardware and/or property is removed by CLIENT; (ii) shipping such Hardware and/or property to CLIENT at CLIENT's expense; or (iii) liquidating such Hardware and/or property in any commercially reasonable manner and charging CLIENT for all costs associated with the liquidation. In the event of any such liquidation, CLIENT acknowledges and agrees that AU will not be responsible for data privacy or security associated with any content located on Hardware and/or CLIENT's property. Unless otherwise set forth in an SOW, in the event CLIENT terminates this Agreement and/or SOW pursuant to Section 6.2 or if either party terminates this Agreement and/or SOW pursuant to Section 6.3, in addition to the foregoing amounts, CLIENT will pay AU an early termination fee in amount equal to sixty percent (60%) of the remaining fees, charges and expenses that would have been incurred and owed through the end of the Term had the SOW and/or this Agreement not been terminated ("**Early Termination Fee**"). The parties acknowledge and agree that such Early Termination Fee shall constitute liquidated damages, is considered fair and a reasonable estimate of the damages by the parties and not intended to be a penalty. AU will provide CLIENT with an invoice for such Early Termination Fee on the effective date of termination and such invoice shall be due and payable in accordance with the terms and conditions set forth herein.

6.5 Transition Services. Upon termination of this Agreement and/or SOW, CLIENT may request transition services which may include without limitation any new services requested by CLIENT that may be required for the Services to continue without interruption or adverse effect throughout the remainder of the applicable SOW Term and to facilitate the orderly transfer of the Services to CLIENT or a CLIENT designee, as applicable, and, upon AU's agreement in writing, AU will provide such transition services at AU's then-current time and materials rates; provided, however, CLIENT shall pay AU in advance for such transition services.

7. Representations & Warranties

7.1 Each party represents and warrants that (i) it is a duly organized, validly existing and in good standing under the laws of the State of organization and it is qualified to do business in all jurisdictions where such qualification is required by applicable law, (ii) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement, (iii) it has full authority and sufficient rights to grant and convey the rights granted to the other party under this Agreement, (iv) it will comply with all applicable laws in relation to its performance of its obligations hereunder, (v) its execution of and performance of this Agreement will not result in a breach of any Agreement it may have with third parties or a violation of applicable law, (vi) it is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons, and/or (vii) this Agreement constitutes a legal, valid, and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights, and general equitable principles.

7.2 AU warrants that Services will be performed in a good and skillful manner in accordance with applicable industry standards and practices. CLIENT's sole and exclusive remedy and AU's sole and exclusive liability for any breach of the warranty set forth in this Section 7.2 shall be for AU to re-perform the Services at no cost to CLIENT. This sole and exclusive remedy is available only if AU is promptly notified in writing within thirty (30) days of the performance of such Services that do not conform to the warranty set forth in this Section 7.2. For avoidance of doubt, this Section shall not be deemed to limit either party's rights or remedies under any other Section of this Agreement.

7.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AU MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND HARDWARE ARE PROVIDED BY AU ON AN "AS-IS" BASIS. AU DOES NOT REPRESENT, WARRANT, AND/OR COVENANT THAT THE SERVICES AND HARDWARE PROVIDED BY AU IN CONNECTION WITH THIS AGREEMENT, ARE OR WILL NECESSARILY ALWAYS BE COMPLETELY ACCURATE, CURRENT, COMPLETE AND/OR CONTINUOUSLY AVAILABLE. AU DOES NOT REPRESENT, WARRANT, OR

COVENANT THAT THE SERVICE WILL BE AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY) WILL BE CORRECTED. AU IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES AND/OR OTHER LOSS AND/OR DAMAGE RESULTING FROM (A) TRANSFER OF DATA OVER COMMUNICATION NETWORKS SUCH AS THE INTERNET AND/OR (B) INABILITY TO ACCESS AND/OR GET ACCURATE DATA FROM THIRD-PARTY SYSTEMS AND/OR APPLICATIONS THAT THE SERVICES AND/OR HARDWARE ARE DEPENDENT ON.

8. Limitation of Liability

EACH PARTY'S TOTAL AND CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF AND/OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY SOW SHALL IN NO EVENT EXCEED THE NON-RECURRING FEES PAID BY CLIENT TO AU UNDER THE APPLICABLE SOW THAT GAVE RISE TO SUCH CLAIM DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. IN NO EVENT WILL CLIENT OR AU BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND/OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO LIMITATION AND/OR EXCLUSION OF CLIENT'S LIABILITY WILL APPLY WITH RESPECT TO ANY CLAIMS ARISING OUT OF AND/OR RELATING TO AU'S IP, ARTICLE 2 AND ARTICLE 9 OF THIS AGREEMENT, AND/OR ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AND THE EXCLUSIONS AND LIMITS STATED IN THIS AGREEMENT DO NOT APPLY TO ANY OF CLIENT'S OBLIGATIONS TO PAY FEES AND COSTS TO AU HEREUNDER.

9. Indemnification

9.1 **AU Indemnification Obligations.** AU shall indemnify, defend and hold harmless CLIENT and its officers, directors, employees, contractors and agents against any damages awarded in respect of any claims, judgments, actions, suits, proceedings, demands, liabilities, costs, losses, damages and expenses (including reasonable attorneys' fees and experts' fees and expenses as well as interparty damages caused by AU or third parties) arising out of or relating to any third party claim that the AU Materials or Work Product constitute an infringement, violation, trespass, contravention or breach in the United States of any patent, copyright, trademark, license or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party ("**Infringement Claim**"). The indemnity in this Section 9.1 shall not apply (i) to an Infringement Claim arising from any modification of the AU Materials or Work Product, and/or from the use of the AU Materials or Work Product in combination with any other items not provided by AU, to the extent such modification and/or use in combination resulted in the Infringement Claim and/or (ii) if such Infringement Claim results from any breach of the CLIENT's obligations under this Agreement, and/or the use of the AU Materials or Work Product other than in connection with this Agreement, and/or in a manner not reasonably contemplated by this Agreement. In the event of an Infringement Claim, AU shall be entitled at its own expense and option to either (a) procure the right for the CLIENT to continue utilizing the AU Materials or Work Product which are at issue; (b) modify the AU Materials or Work Product to render such AU Materials non-infringing; or (c) replace the AU Materials or Work Product with an equally suitable, functionally equivalent, compatible, non-infringing IP.

9.2 **Client Indemnification Obligations.** CLIENT shall indemnify, defend and hold harmless AU and its affiliates and any of its officers, directors, employees, contractors and agents against any damages awarded in respect to any claims, judgments, actions, suits, proceedings, demands, liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses as well as interparty damages caused by CLIENT or third parties) arising out of and/or relating to any third party claim (i) that the provision and/or utilization of any CLIENT Data or any portion thereof constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party, (ii) that CLIENT is not in compliance with any applicable law, rule, regulation, order of any governmental (including any regulatory or quasi-regulatory) agency or contract, including any financial disclosure or encryption law, (iii) that is related to CLIENT's unauthorized incorporation of any third party's IP rights with AU's Materials or Work Product, (iv) related to any Security Breach to the extent caused by CLIENT and/or its Representatives, and/or (v) that is related to CLIENT's gross negligence or willful misconduct.

9.3 The indemnified party shall give notice to the indemnifying party of any claim immediately upon becoming aware of the same. The indemnified party shall give the indemnifying party the sole right to conduct the defense of any claim or action, or the negotiation of any settlement, in respect of a claim and does not at any time admit liability or otherwise settle, compromise, or attempt to settle or compromise the said claim or action except upon the express written instructions of the indemnifying party. The indemnified party shall act in accordance with the reasonable instructions of the indemnifying party and gives the indemnifying party such assistance as it shall reasonably require in respect of the conduct of the said defense including without prejudice to the generality of the foregoing the filing of all pleadings and other court processes and the provision of all relevant documents.

9.4 This Article 9 sets forth the indemnified party's sole and exclusive remedy from the indemnifying party for any claim, demand, proceeding or action by a third party in relation to an Infringement Claim hereunder.

10. Third-Party Products

AU may use third party products and/or services to perform the Services described herein and/or provide third-party products and/or services to CLIENT ("**Third-Party Products**") as further described in the applicable SOW. AU does not control, endorse, and/or adopt any Third-Party Products. AU is not liable for the performance of Third-Party Products and such Third-Party Products may impact the performance of the Services provided hereunder and in either case AU shall have no liability related

thereto. CLIENT acknowledges and agrees that, unless otherwise expressly agreed by the parties in an SOW, CLIENT is solely responsible for (i) the operation, supervision management, and control of the Third-Party Products including, but not limited to, providing training for its personnel, instituting appropriate security procedures, and implementing reasonable procedures to examine and verify all output before use and (ii) its data, the database and maintaining suitable backups of its data and database to prevent data loss. AU shall have no responsibility or liability for CLIENT's selection or use of Third-Party Products. In the event AU is sublicensing or reselling Third-Party Products to CLIENT hereunder, such Third-Party Products and additional related terms and conditions shall be set forth in the applicable SOW. CLIENT acknowledges and agrees that information technology generally, AU's Services, and any Hardware used to provide the Services or otherwise are all parts of a rapidly-evolving industry and may change from time to time and the foregoing is outside of AU's control.

11. Force Majeure

Notwithstanding any other provision of this Agreement, neither party is liable for any failure to perform, or delay in performing, any particular obligations under this Agreement where the failure or delay arises from any cause or causes beyond its reasonable control, including without limitation fire, flood, earthquake, elements of nature, epidemics, communication line failures, power failures, pandemics, acts of God, acts of war, terrorism, riots, civil disorders or rebellions ("**Force Majeure Event**"). In the event of a Force Majeure Event, the parties agree to meet and discuss how to resolve the issue. If the Force Majeure Event continues for a period of more than ninety (90) days, AU shall have the right to terminate this Agreement and/or any SOW upon notice to the CLIENT. This Section does not apply to Article 2, or any obligation to pay money, or any obligation that is unaffected by the Force Majeure Event. For avoidance of doubt, in the event a party fails to perform its obligations as a direct result of a Force Majeure Event, such party shall not be deemed to be in breach of this Agreement during the duration of such Force Majeure Event.

12. Non-Solicitation

Each party agrees not to hire the other party's Representatives during the Term of this Agreement and for a period of six (6) months thereafter without the other party's prior written consent. In the event of a breach of this Article 12 by CLIENT, CLIENT agrees to immediately pay AU an amount equal to six (6) month's compensation, based on the greater of (i) such Representative's most current compensation structure with AU, or (ii) such Representative's new starting compensation structure with CLIENT.

13. Assignment

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization, or sale of all or substantially all of its assets upon written notice to the other party. No such assignment or transfer shall have the effect of increasing AU's obligations hereunder. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, AU's successors and permitted assigns.

14. Publicity

Notwithstanding anything herein to the contrary, neither party may release a public statement announcing this Agreement and/or any SOW or any information related to the other party, including, without limitation, the other party's name, or trademarks, without the prior written consent of the other party, which consent will not be unreasonably withheld.

15. Notices

All notices and other communications given or made pursuant to this Agreement must be in writing, sent to the persons designated herein or to such other persons and addresses as the parties may designate from time to time and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt

16. Governing Law, Choice of Forum, and Arbitration

This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Indiana, without regard to its choice of laws principles. Any action related to or arising from this Agreement shall take place exclusively in the courts of St. Joseph County for the State of Indiana and the parties hereby submit to the venue of the courts situated therein. Notwithstanding anything herein to the contrary, the prevailing party in any action or proceeding related to this Agreement shall have the right to recover costs and attorneys' fees from the other party.

Except for any claims and/or actions related to a breach or alleged breach of Articles 2, Article 3 and/or Article 9 (which may be brought in any competent court without the posting of a bond), any dispute, controversy or claim arising out of or relating to this Agreement and/or any SOW will be settled in the following manner (i) if the dispute is related to fees and payments, the parties will follow the process set forth in Section 4.4 and for other disputes the parties will meet to discuss and attempt to resolve the controversy or claim within thirty (30) days from the date the other party is notified about the dispute; (ii) if the controversy or claim is not resolved as contemplated by subsection (i), the parties will settle the dispute by binding arbitration. The arbitration proceedings shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the

time a demand for arbitration under the rules is made. The decision of the arbitrators, including determination of the amount of damages suffered, if any, shall be final and binding on all parties, their heirs, executors, administrators, successors and assigns and judgment with respect to such decision may be entered in any court of applicable jurisdiction. Each party shall bear its own expenses in the arbitration, for attorneys' fees, and for fees with respect to its witnesses. Other arbitration costs, including arbitrators' fees and administrative fees, and fees for records or transcripts, shall be paid equally by the parties.

17. General

AU is an independent contractor and will determine the method, details and means of performing the Services. No party shall have the authority to bind, represent or commit the other party. Nothing in this Agreement shall be deemed or construed to create a joint venture or agency relationship between the parties for any purpose. Nothing contained herein shall give or is intended to give any rights of any kind to any third persons. This Agreement is not intended to, and does not, create an exclusive relationship between CLIENT and AU. CLIENT acknowledges and agrees that AU may subcontract any of its obligations hereunder. No waiver of any of the terms of this Agreement and/or any SOW will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement and/or SOW will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence. If any one (1) or more of the provisions of this Agreement and/or SOW are for any reason held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement and/or SOW will be unimpaired and will remain in full force and effect. This Agreement, each SOW and any amendments thereto shall be in writing and may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Notwithstanding the foregoing, AU may add, eliminate, or modify its offerings related to the Services and Third-Party Products at any time and shall use reasonable efforts to provide the CLIENT with at least thirty (30) days prior notice if possible. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax, electronic or computer image shall be sufficient to bind the parties to the terms and conditions of this Agreement and any signature affixed hereto shall be considered for all purposes as originals. The parties agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect enforceability of the parties' electronic signature or any resulting agreement between AU and CLIENT. The headings and titles of the paragraphs of this Agreement are not part of this Agreement but are for convenience only and are not intended to define, limit, or construe the contents of the provisions contained herein. The recitals are hereby incorporated into the body of this Agreement for all intents and purposes as if fully set forth herein. Any provision of this Agreement and/or SOW which, by its nature, would survive termination of this Agreement and/or SOW will survive any such termination of this Agreement and/or SOW. This Agreement, any applicable SOW and exhibits attached thereto constitutes the complete agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

CLIENT:

SIGNATURE

NAME

TITLE

DATE

AUNALYTICS:

SIGNATURE

NAME

TITLE

DATE

aunalytics Master Services Agreement (MSA) Attachment A

This form utilized throughout CLIENT/AUNALYTICS relationship to ensure billing and security.

Company information and authorized user information should be reviewed regularly and updated via this form once per year.

Date:	<input type="radio"/> New CLIENT <input checked="" type="radio"/> Existing CLIENT Update / Acct:#		Account Rep:	
Company Name			Main Phone #:	
#1) Physical Address Street, Suite, City, State & Zip			Changes the result of: <input checked="" type="radio"/> Legal Name Change <input checked="" type="radio"/> Staffing Change <input checked="" type="radio"/> Merger/Acquisition <input type="radio"/> Other	
Description of Business		Years in Business:	Tax ID #:	
NAICS	Select One		Tax Exempt?	Yes No
Billing Address & Financial Information				
Bill To			Do You Require A PO?	
City, State & Zip			Invoice will email by default to:	
Accounting Contact			Email:	
Phone Number			Fax #	
Service Locations (Primary business location is site #1, this represents other locations we may serve for you; submit additional on letterhead with this form.)				
#2) Site Name:		Contact Name:		
Site Phone #:		Email Address:		
Physical Address:		Bill to:	<input checked="" type="radio"/> Location <input type="radio"/> Parent Company	
City, State & Zip		Email Invoice to:		
#3) Site Name:		Contact Name:		
Site Phone #:		Email Address:		
Physical Address:		Bill to:	<input type="radio"/> Location <input checked="" type="radio"/> Parent Company	
City, State & Zip		Email Invoice to:		

Authorized CLIENT Representatives:

I agree that the following staff are authorized to speak on behalf of CLIENT and understand that in this identified role these individuals will have the authorization identified below. I further recognize that CLIENT is responsible for providing updated contact information to AUNALYTICS when changes in personnel occur and that AUNALYTICS cannot be held responsible should we perform services for an individual who is no longer authorized if we have not been provided such notice. It is recommended that you have one Primary IT Contact and one Decision Maker, you may have multiple Secondary IT Contacts.

Designations & Permissions:

Role Identified as	Staff Name	Email Address	Cell Phone	If Change / Type?
Decision Maker				<input type="radio"/> Add <input type="radio"/> Remove
Primary IT Contact				<input type="radio"/> Add <input type="radio"/> Remove
Secondary IT Contact				<input type="radio"/> Add <input type="radio"/> Remove
Secondary IT Contact				<input type="radio"/> Add <input type="radio"/> Remove

Primary IT Contact:

- This person is the first person contacted for service approvals or with issues of a technical nature.
- Administrator Level Passwords for any Site:** Administrator level passwords may be used to configure and manage your equipment and services, including setting passwords and accessing your network remotely via methods including but not limited to: VPN access, terminal services, or wireless access points. These passwords may also be used to access facilities, equipment, and data, stored on your equipment, or transferred through your network.
- Access Passwords:** Access passwords may be used to access your network locally or remotely via methods including but not limited to VPN access, terminal services, or wireless access points.
- Request Billable Activity for any Site.**

aunalytics Master Services Agreement (MSA) Attachment A

This form utilized throughout CLIENT/AUNALYTICS relationship to ensure billing and security.

Company information and authorized user information should be reviewed regularly and updated via this form once per year.

Secondary IT Contact:

- This (These) person(s) may be contacted should the Primary IT contact not be available and have all the same permission levels, except removal of the Primary IT Contact.

Decision Maker:

- This person may be contacted should the Primary and Secondary IT contacts not be available or suitable for any reason. This person has all the same permissions up to and including addition and removal of persons designated in the above roles.

Other Client Contact Types:

- Users:** This person has no billable or direct network authorization permissions. The creation of this user is by permission of an Authorized **CLIENT** Representative at time the user sends a request into **support@aunalytics.com** before their ticket can be tied to a **CLIENT** account. An Authorized **CLIENT** Representative is contacted to request permission to add this user and provide services on their behalf under non billable support contracts. If not authorized to request non billable support, the individual will not be created as a **CLIENT** contact.
- Purchasing Contact:** This person has no billable or direct network authorization permissions and will be in the system only for the purpose of addressing issues related to already approved purchases.
- Authorized 3rd Party Service Provider:** This person or agency will have permissions to work with AUNALYTICS, on CLIENT'S behalf, on technical matters relevant to the identified applications or services below. Requests for change to CLIENT service or equipment submit by 3rd Party Service Providers will require an approval from Primary IT Contact or Decision Maker prior to AUNALYTICS moving forward with the request.

#1) Authorized 3 rd Party Service Provider Name	Contact Name if Available	Telephone	Change /Type
			<input type="radio"/> Add
Application / Service Name	Email Address if Available	Contract/Support Number	<input type="radio"/> Remove
			<input type="radio"/> Update
#2) Authorized 3 rd Party Service Provider Name	Contact Name if Available	Telephone	Change /Type
			<input type="radio"/> Add
Application / Service Name	Email Address if Available	Contract/Support Number	<input type="radio"/> Remove
			<input type="radio"/> Update
#3) Authorized 3 rd Party Service Provider Name	Contact Name if Available	Telephone	Change /Type
			<input type="radio"/> Add
Application / Service Name	Email Address if Available	Contract/Support Number	<input type="radio"/> Remove
			<input type="radio"/> Update

Aunalytics accepts in good faith that the undersigned, on behalf of **CLIENT**, has the full authority to execute this agreement and has read and agrees to comply with the stated terms and conditions herein; and further acknowledges reading, understanding, and accepting **AUNALYTICS** Master Services Agreement (**MSA**) as on file for **CLIENT**. Signer additionally fully recognizes the **CLIENT**'s responsibility to maintain current updated contact information with **AUNALYTICS** when changes in personnel or third-party providers occur.

For Company:

CLIENT SIGNATURE

TITLE

PRINTED NAME

COMPLETED DATE