CISO Global, Inc.
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CISO GLOBAL, INC. - MASTER SERVICES AGREEMENT

The purpose of this Master Services Agreement ("MSA" or "Agreement") is to establish the general terms and conditions applicable to the provision of services between CISO Global, Inc. and its Customer. The parties shall enter into specific Service Agreements or Statements of Work which will incorporate and be subject to the terms and conditions of this Agreement.

This Agreement is effective as of the signing of the first Statement of Work ("Effective Date") by authorized representatives of CISO and Customer.

1. Services.

a. CISO shall perform the Services specified in a written order between CISO and Customer, specifically a Statement of Work ("SOW"). Each SOW shall identify the Services to be provided by CISO, the recurring charges and any non-recurring charges for such Services, and the term during which such Services are to be provided. 'Services' for the purposes of this Agreement will include performed services and any products sold or provided.

b. In connection with its performance of the Services, CISO may provide to Customer certain materials, including, basic operating software necessary to operate and maintain its website(s), application, data, documentation, or information developed or provided by CISO or its suppliers under this Agreement ("Host Materials").

c. In performing the Services or otherwise fulfilling its obligations under this Agreement, CISO shall comply with all applicable laws, rules, and regulations.

d. Each party shall designate one person in its organization to be the single Point of Contact ("PoC") for the other party with respect to the transactions contemplated by this Agreement.

2. Customer Obligations.

a. Customer shall timely make all payments due under each SOW.

b. Customer shall be solely responsible for providing, updating, uploading and maintaining any and all applications (including software used by Customer to update, manage, or maintain such applications), files, pages, data, works, information, electronic mail, and/or materials on, within, or displayed, linked or transmitted to, from, or through its applications (or websites), the storage space for which is provided as part of the Services, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio, video, email or other messages, metatags, domain names, software and text (collectively, the "Customer Content").

c. Customer shall use and take all reasonable security precautions to maintain the security and stability of the Customer Content, including all upgrades and security patches to web applications installed and/or running in connection with Customer's use of the Services as defined by CISO. This also includes: (i) maintaining and updating all application software installed by Customer or by CISO at Customer's request; and (ii) encrypting any personally identifiable information (PII) transmitted to or from, or stored on, servers or storage devices that Customer uses.

d. Customer shall comply with all laws applicable to its use of the Services.

e. Customer agrees to reasonably cooperate with CISO's performance of Services. Customer further agrees to take any and all actions reasonably necessary to enable CISO to perform the Services contemplated in an effective and efficient manner. It will promptly (a) provide all information, decisions, facilities, and assistance CISO reasonably requires to supply the Services; (b) provide CISO safe access to and egress from the premises to which the Services are supplied; and (c) obtain the consent of the property owner, if required, for CISO to install, inspect, repair, maintain or remove equipment connected with the provision of the Services. Unless otherwise permitted under the Agreement, Customer must not use or knowingly permit any other person to use any of the Services for any unlawful or unauthorized purpose.

3. Payment Terms.

a. CISO shall invoice Customer for the Services performed by CISO in accordance with the charges set forth in each SOW. Invoices shall be submitted to Customer for the Services in advance at the commencement of the Contract and on the first of the month, each month thereafter, or in accordance with the invoice frequency schedule set forth in each SOW.

b. Except as set forth in clause (a.) above, Customer agrees to pay submitted invoices within 30 days ("Net 30") of receipt thereof ("Grace Period"). Should the SOW state differing payment terms, the terms set in the SOW will control for that SOW only.

   If Customer fails to pay any invoiced fees and costs prior to expiration of any Grace Period, interest compounded at the rate of two percent (2%) per month, but not to exceed the maximum rate permitted by applicable law, may accrue on all amounts unpaid and outstanding until paid in full. CISO may withhold or suspend services if any payment is past due and CISO's Services will not be reinstated until Customer's account is paid in full (i.e., CISO has received and validated payment for all outstanding invoices).

c. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount before the expiration of the Grace Period and submit written notice of the disputed amount, within thirty (30) days of the date of the disputed invoice (with details of the nature of the dispute and the Service(s) and invoice(s) disputed). If the dispute is resolved against Customer, Customer shall pay the disputed amount plus interest from the date originally due. All amounts not timely and appropriately disputed shall be deemed final.

d. CISO reserves the right to change the Customer's payment terms, including requiring a deposit or another form of security, at any time when (i) Customer fails to pay any amounts owing hereunder when due, (ii) Customer makes three (3) late payments, and/or (iii) Customer has an Insolvency Event. As used herein, 'Insolvency Event' means making a general assignment for the benefit of a party's creditors, filing a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization or similar relief or an involuntary petition in bankruptcy or other insolvency protection is filed against the applicable party.

e. The acceptance and deposit by CISO of any payment from Customer that contains reference of any type that such payment constitutes "payment in full" shall not constitute an accord and satisfaction or a waiver by CISO of any right(s) it possesses, in law or equity, to collect payment in full from Customer for any and all Services provided to Customer under the Agreement

f. Customer agrees to pay, or reimburse, any applicable sales tax, value added taxes, goods and services taxes, or similar taxes properly invoiced with the fees for the related Services.

4. Term and Termination.

a. The term of this Agreement shall commence on the Effective Date and shall continue for twelve (12) months ("Term"). The Term shall automatically renew for successive one (1) year renewal terms ("Renewal Term") unless either party notifies the other in writing of its intention not to

renew the Term at least thirty (30) days prior to the expiration of the then-current Term or Renewal Term. Should a longer term (i.e., thirty-six (36) months) be stated in a SOW, that longer term will control for that SOW.

b. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party, provided that with respect to outstanding SOW(s), termination shall be effective only upon completion or termination of the SOW.

c. Either party may terminate the Agreement or, separately, any related or affected SOW, in the event of a material breach caused by the other party, provided that the non-breaching party shall have first given thirty (30) days prior written notice to the breaching party describing such breach and stating its intention to terminate the Agreement or any related or affected SOW, as applicable. If the breaching party thereafter fails to cure the breach within the thirty (30) day period, or if the breach cannot be cured within such period, the non-breaching party may terminate the Agreement or, separately, any affected SOW, upon written notice to the breaching party, as of a date specified in the notice of termination.

d. Either party may terminate this Agreement if either party has had an Insolvency Event, as define herein. The affected party shall promptly notify the other party of its occurrence.

e. If Customer terminates any SOW prior to the end of the applicable Term in violation of this Agreement, then Customer shall owe to CISO, as an early termination fee, an amount equal to One Hundred Percent (100%) of the monthly recurring charges due under the terminated SOW for the remainder of the Term of such SOW.

f. Upon termination of this Agreement for any reason, all parties shall cooperate in good faith with one another to affect an orderly termination of their relationship, transfer of the Customer Content to Customer and shall refrain from any statements or acts which would be likely to damage the reputation of any party or its products or services. Further, all amounts due to CISO, including but not limited to early termination fees, if applicable, shall be paid in full to CISO prior to the transfer of Customer's IT credentials.

5. CISO Warranties.

a. CISO warrants that it has full power and authority to enter into and perform this Agreement.

b. CISO warrants that it will perform its work (i) in accordance with the terms and subject to the conditions set forth in the respective SOW and this Agreement; (ii) using personnel of required skill, experience, and qualifications; (iii) in a timely, workmanlike, and professional manner; (iv) in accordance with generally recognized industry standards in CISO's field, and (v) makes no guarantee that its services and/or products will identify all risks, gaps, or vulnerabilities of Customer's network, data systems, security controls, or information.

c. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY CISO, AND CISO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR AND CISO EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES OF ANY KIND RELATING TO CUSTOMER'S SOFTWARE AND HARDWARE, INCLUDING THIRD-PARTY SOFTWARE AND/OR HARDWARE LICENSED BY CUSTOMER.

6. Customer Warranties.

Customer represents and warrants that (i) it has the power and authority to enter into and perform its obligations under this Agreement; (ii) the Customer Content does not contain any unlawful content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or is not used by Customer in accordance with this

Agreement in a manner that infringes or misappropriates any U.S. proprietary or intellectual property of any person in the United States; (iii) Customer owns or has a licensed right to use the Customer Content; and (iv) it shall maintain all proper licenses on any and all Customer Content the subject of this Agreement.

7. Security.

a. CISO shall use commercially reasonable efforts and industry accepted methods to ensure the reliability and security of its Services, but CISO is not responsible for unauthorized access to Customer's data or the unauthorized use of the Services. Customer is solely responsible for the use of the Services by any employee of the Customer, any person to whom Customer has given access to the Services, and any person who gains access to Customer's data or the Services as a result of Customer's failure to use reasonable security precautions, even if Customer did not authorize such use.

b. Unless otherwise agreed to by the parties in writing, CISO shall provide Customer security recommendations and solutions as defined in SOWs; provided, however, that CISO shall provide managed services for only the Current Major Releases of any software installed by CISO and running on Customer's servers, websites, or applications and, except as otherwise provided in this Agreement, will not provide security support for software that has reached or passed its End-of-Life Date. Further, CISO shall not be responsible for any security-related issues caused by Customer's failure to install security updates or 'patch' software even if this is due to an application no longer being supported by its developer.

c. For the purposes of this Agreement, the term 'Current Major Releases' shall mean the major releases (or versions) of any software running on Customer's servers, websites, or applications for which the software's manufacturer provides standard support services and security updates and generally includes the software's latest maintenance updates and may include additional enhancements, architectural changes, security upgrades, and major feature changes, as well as new features and functionality. For the purposes of this Agreement, the term 'End-of-Life Date' shall mean the last date on which a software maker will deliver standard support services and/or security updates for a given version or release of a particular product.

8. Customer's Proprietary Rights.

a. Customer shall retain its right, title, and interest (including copyright and other proprietary or intellectual property rights) in the Customer Content and all legally protectable elements, derivative works, modifications, and enhancements.

b. Customer hereby grants to CISO a limited, revocable, non-exclusive, non-transferable right and license during the Term of this Agreement to use the Customer Content only as necessary to perform its obligations under this Agreement.

c. To the extent that ownership of the Customer Content does not automatically vest in Customer by virtue of this Agreement or otherwise, CISO agrees to transfer and assign to Customer all right, title and interest in the Customer Content and protectable elements or derivative works.

9. CISO Proprietary Rights.

a. The parties acknowledge that CISO, in performing the Services, may use certain Technology that was created by or licensed to CISO prior to the date of this Agreement. This Agreement does not transfer from CISO to Customer any ownership interest or proprietary rights in the Technology. 'Technology' means CISO's proprietary technology, including CISO's services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, libraries, objects in documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by CISO or licensed to CISO by a third party), and also including any derivatives,

improvements, enhancements or extensions of the foregoing conceived, reduced to practice or developed by CISO during the Term of, as well as prior to, the term of this Agreement, but excluding any and all Customer Content.

b. Subject to Customer's compliance with this Agreement, CISO grants Customer a limited, non-exclusive license to use and access the Services and the Host Materials.
c. The Host Materials shall not be construed as including the Customer Content.
d. Customer may not duplicate or distribute any of the Technology or Host Materials to any third party without the prior written consent of CISO. Customer may not reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of the Technology or Host Materials, except as allowed by law or authorized in writing by CISO.
e. Customer will have no right to receive any object code or source code relating to the Services.

10. Limitation of Liability.

a. THE REMEDIES PROVIDED IN THIS SECTION, LIMITATION OF LIABILITY, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. TO THE EXTENT CISO IS HELD LEGALLY LIABLE TO CUSTOMER, CISO's AGGREGATE LIABILITY IS LIMITED TO DAMAGES FOR BODILY INJURY, DAMAGES TO TANGIBLE PROPERTY, AND OTHER DIRECT DAMAGES FOR A CLAIM BASED ON A MATERIAL BREACH OF SUPPORT SERVICES, IN ALL CASES, UP TO A MAXIMUM AMOUNT EQUAL TO THE GREATER OF (A) $5,000.00 OR (B) THE CHARGES PAID BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE CLAIM.
b. EXCEPT WHERE A PARTY HAS AN INDEMNIFICATION OBLIGATION TO ANOTHER PARTY OR WHERE SUCH PARTY HAS ACTED WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, OR LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT OR THE SERVICES, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification.

a. Customer will indemnify, defend CISO, and its officers, directors, members, shareholders, employees, agents, assigns, subsidiaries, and successors, and shall hold them harmless for, from and against any and all liabilities, claims, damages, actions, losses, penalties, litigation, demands, causes of action, suits, proceedings, judgments, disbursements, charges, assessments, expenses, and legal costs on an indemnity basis including attorneys' fees, court or arbitration costs, expert witness fees and litigation or arbitration related expenses (collectively, "Claims") resulting from a third party claim, arising out of or alleged to have arisen out of, (i) the actual or alleged breach by any Customer Party of Customer's obligations, representations or warranties under this Agreement; (ii) gross negligence or willful misconduct by any of the Customer Parties; or (iii) bodily injury, death or property damage caused by the negligence of any Customer Party. "Customer Party" is defined as the Customer, its representatives, sublicensees, assignees, and any of their respective managers, officers, directors, agents, employees, invitees, transferees, and contractors.
b. CISO will indemnify and hold Customer, its affiliates, members, managers, shareholders, officers, directors, employees, agents and representatives and licensees harmless for, from and against Claims, as defined herein, by any person, entity, governmental authority or other third party arising out of or relating to (i) the actual or alleged breach by CISO of its obligations, representations or warranties under this Agreement; (ii) the gross negligence or willful misconduct by CISO; or (iii) bodily injury or death to the extent caused by the negligence of CISO.
c. The indemnified party agrees to give prompt written notice to the indemnifying party of any such

claim; provided, that any delay in furnishing such notice shall not discharge the indemnifying party from its indemnification obligation hereunder, except to the extent such delay results in actual prejudice to the indemnifying party. The indemnifying party shall undertake and conduct the defense of any claim so brought. The indemnifying party shall keep the indemnified party advised of the progress of any such claim and the indemnified party shall have the right to participate in such claim at its own expense. If the indemnifying party shall fail to take timely action to defend any such claim, then the indemnified party may defend such claim at the indemnifying party's expense. The indemnifying party shall not have the right to settle, compromise or otherwise enter into any agreement regarding the disposition of any claim without the indemnified party's prior written consent, which may not be unreasonably withheld, except for a claim solely for monetary damages.

12. Insurance.

a. CISO shall maintain during the term of this Agreement the following forms (or types) of insurance:
   i. General Liability insurance with a limit of One Million Dollars ($1,000,000 USD) per occurrence and Two Million Dollars ($2,000,000 USD) in the annual aggregate, including coverage for property damage, bodily injury, personal injury.
   ii. Automobile bodily injury and property damage liability insurance covering non-owned and hired automobiles, with a limit of One Million Dollars ($1,000,000 USD) per occurrence.
   iii. Cyber Technology Errors and Omissions liability insurance in an amount equal to Five Million Dollars ($5,000,000 USD) for any one claim or series of related claims in the annual aggregate.
   iv. Commercial Crime insurance with a limit of One Million Dollars ($1,000,000 USD) for any one claim or series of related claims in the annual aggregate.
   v. Worker's Compensation insurance affording compensation benefits for all employees in an amount sufficient by virtue of the laws of the state or jurisdiction in which the Services or any portion of the Services is performed.

b. Upon execution of this Agreement and at Customer's request, CISO shall provide Customer with certificates of insurance or other evidence of insurance acceptable to Customer demonstrating that all the insurance listed above is in force.

c. CISO does not add individual Customers as named insured parties to its insurance policies.

13. Confidential Information.

a. During the course of the Agreement, both parties acknowledge they may come into contact with Confidential Information. 'Confidential Information' is defined as (i) any financial, technical, and non-technical information related to a party's business and current, future and proposed products and services; (ii) all information transmitted to or from, or stored on, cloud storage, servers, or other devices, including (without limitation) all personally identifiable information (PII) and Customer Content; (iii) information that is identified as 'Confidential' or 'Proprietary'; (iv) unpublished prices and other terms of service, audit and security reports, data center designs (including non-graphic information you may observe on a tour of a data center), Technology, Host Materials, and other proprietary technology; and (v) any information that by its nature a reasonable person should assume is confidential or proprietary.

b. Both parties shall: (i) use any confidential information it comes into contact with solely for the purpose of performing its obligations hereunder with respect to the Agreement; (ii) restrict disclosure of the Confidential Information to employees, affiliates, and their directors, officers, consultants, subcontractors and agents who are under an agreement for the protection of

confidentiality and only to the extent each has a need to know; (iii) advise those persons who access the Confidential Information of their obligations with respect thereto; (iv) copy the Confidential Information only as necessary for the persons who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies; and (v) only disclose Confidential Information in response to a subpoena or other compulsory legal process, provided that the party provide the other with written notice at least seven (7) days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law forbids such notice.

c. Either party shall advise the other party promptly, and to the extent commercially reasonable, within no more than seven (7) business days, in the event that it learns or has reason to believe there has been unauthorized access to or acquisition or use of, or any security breach relating to or affecting, Confidential Information in the party's possession, custody, or control.

14. Relationship of parties.

Nothing in the Agreement will be construed to imply a joint venture, partnership, or agency relationship between the parties, and CISO will be considered an independent contractor when performing Service(s) under the Agreement.

15. Assignment.

Customer may not assign the Agreement without CISO's prior written consent. CISO may transfer or assign this Agreement and its rights and obligations to any of its affiliates, parent, or subsidiaries, or as part of a merger, acquisition, or financing.

16. Non-Solicitation.

During the Term of the Agreement and for a period of one (1) year following the termination or expiration of this Agreement, the parties agree not to hire, solicit, nor attempt to hire or solicit, the services of any employee or subcontractor of the other party without prior written consent. For purposes of this Agreement, an employee or subcontractor of a party includes any existing employees or subcontractors of a party or any employee or subcontractor of a party who was employed or retained by the party at any during the Term of this Agreement. Any breach of this section will cause irreparable harm to CISO for which damages would not be an adequate remedy, and therefore, CISO shall be entitled to injunctive relief with respect thereto, in addition to any other remedies at law or in equity.

17. No Third-Party Beneficiaries.

No provisions of the Agreement are intended to, or shall be construed to, confer upon any person, other than the parties, any rights, remedies, or other benefits under or by reason of the Agreement.

18. Use of Tradenames, etc.

No party may use the name, trade name, logo, or trademark of any other party without the prior written consent of an authorized representative of the other party in each instance; provided, however, CISO may disclose the name of Customer to any of its agents or third-party vendors that have a reasonable need to know such information to assist CISO in providing any Services.

19. Notices.

All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the addresses set

forth in the SOW or such other address as either party may specify in writing using the notice procedures set forth herein.

20. Governing Law; Choice of Forum.

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona (except for its conflicts of law principles). Except for collections actions to recover fees due to CISO, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, conducted in Phoenix, Arizona, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Except as necessary to register a judgment as described in the preceding sentence, or otherwise required by law, neither a party nor an arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties (which may be withheld in a party's sole discretion). The prevailing party, as determined by the arbitrator, shall be entitled to an award of reasonable attorney fees. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR ACTION, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO.

21. No Negative Construction.

All parties acknowledge and agree that they have reviewed and have had an opportunity to have this Agreement reviewed by legal counsel and it is the parties' intent that this Agreement not be construed against any party as the drafting party.

22. Legal Process.

CISO reserves the right to comply with any and all warrants, court orders, subpoenas, summons, and other legal requirements.

23. Entire Agreement.

The Agreement constitutes the entire agreement between the parties relating to its subject matter and the Agreement supersedes all prior agreements and understandings between the parties, oral or written, with respect to its subject matter.

24. Modification.

The Agreement may not be changed unless mutually agreed upon in writing by all parties. Any modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of all parties.

25. Waiver.

The failure of the parties in any one or more instances to insist upon strict performance of any of the terms of provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or provisions or option on any future occasion.

26. Conflicts Among Documents.

Unless otherwise defined in any SOW, Exhibit, Addendum, Quote, or other documents that incorporate by reference this Agreement, the terms of this Agreement shall prevail in the event of any conflict. For the terms of the SOW to control or prevail, it must clearly state that it supersedes the terms of this MSA. For the avoidance of doubt, any purchase order, including any request submitted for estimates of certain services, sent to CISO by Customer (for Customer's administrative purposes or otherwise) shall not be binding.

27. Force Majeure.

Except for obligations for the payment of money, no party shall be liable for any failure to perform or delay in performing any obligations under this Agreement due to causes beyond its reasonable control including without limitation, the following occurrences to the extent they are beyond the reasonable control of the defaulting or delaying party: acts of God, acts of war, earthquakes, fires, floods, natural disasters (of any kind), terrorism, riots, civil disorders, rebellions, strikes, epidemics, pandemics, acts of government, lockouts and labor disputes.

28. Survival.

Any term or provision of the Agreement of an ongoing nature which, by their nature and context, should reasonably be expected to survive the expiration or earlier termination of the Agreement, shall so survive such expiration or termination.

29. Counterparts.

This MSA and/or a SOW may be executed in counterparts which, when taken together, shall constitute one and the same document. In addition, a facsimile or photographic copy of a party's signature or this Agreement shall be deemed an original thereof.

30. Severability.

In the event that any of the provisions of the Agreement shall be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in the Agreement.

31. Headings.

Headings are for ease of reference and for convenience only and shall not affect the meaning or have any bearing on the interpretation of any provision of the Agreement. Unless otherwise expressly provided, all references to a section incorporate all subsections there under.

Date of Revision: January, 2026