MASTER SERVICES AGREEMENT

By executing the Statement of Work (hereinafter referred to as "SOW"), Customer, as defined on the SOW, agrees to the terms and conditions in this Master Services Agreement which, along with the SOW (hereinafter referred to collectively as "Agreement"), is a legally binding agreement between Customer and PrimeFORCE, LLC (hereinafter referred to as "PRF"), for access to primeARCHIVE, a proprietary archive site for hosting Customer's historical data (hereinafter referred to as the "Services"). In the event of a conflict between the SOW and this Master Services Agreement, the terms and conditions of the SOW shall control.

1. ACCEPTANCE & REJECTION

"Acceptance" occurs (a) when Customer provides PRF written notice of acceptance (which can be done electronically), or (b) thirty (30) days after delivery of Customer's historical database to PRF, if Customer has not first provided PRF with written notice of rejection. Customer may reject the Services in the event that its setup materially deviates from its specifications and requirements listed in the applicable SOW by providing written notice to PRF of such deviations. In the event of such rejection, PRF shall use commercially reasonable efforts to correct the deviation and redeliver the Service within thirty (30) days. After redelivery pursuant to the previous sentence, the parties hereto shall again follow the acceptance procedures set forth in this provision.

2. INITIAL TERM AND RENEWAL

Unless set forth to the contrary in a SOW, the initial term of this Agreement shall be three (3) year (the "Initial Term"). Thereafter, provided Customer is not in default at the end of the Initial Term or the then current term and neither party has delivered at least ninety (90) days prior written notice as provided herein to the other party of its intention to terminate this Agreement at the end of the then current term, this Agreement shall automatically renew for another one (1) year term (a "Renewal Term;" the Initial Term and all Renewal Terms, if any, are hereinafter referred to collectively as the "Term").

3. FEES, PAYMENT TERMS, & SUSPENSION of SERVICES

(a) Fees. Customer shall pay the charges and fees as set forth in the applicable SOW.

(b) Invoices. Invoices will be delivered via electronic mail to Customer's "Management Representative" as hereinafter defined or to such other persons or entities as may be designated from time to time via electronic mail from Customer's Management Representative to PRF's "Management Representative" as hereinafter defined. Undisputed invoices not paid within thirty (30) days of receipt will accrue interest at the rate of one and one-half percent (1.5%) per month until paid in full.

(c) Payment Terms and Invoice Dispute. All payments are due within thirty (30) days of the date of receipt of PRF's invoice for Services performed hereunder. Customer shall have thirty (30) days from receipt of invoice to dispute the same. All disputed invoices must be made in writing and delivered, along with supporting documentation, to PRF pursuant to

Article 9(a) below. Any invoice not disputed in accordance with this provision shall be deemed by PRF and Customer to be undisputed. Customer may withhold payment to PRF of any amount disputed in accordance with this provision. In such circumstances, Customer must pay all undisputed charges and promptly notify PRF in writing of any disputed amount. Customer's failure to pay any amounts in dispute will not constitute a breach or default hereunder and will not result in the discontinuance of the Services so long as Customer, in good faith and diligently, pursues resolution of the disputed amounts.

(d) Taxes. Excluding PRF's income taxes, Customer is responsible for paying all federal, state, and local income or business taxes, including estimated taxes and any other taxes, charges, fees, additions to tax, interest, and penalties that may be assessed, imposed, or incurred as a result of the fees paid by Customer pursuant to this Agreement.

(e) Suspension. If Customer's non-payment of any undisputed amounts exceeds thirty days (30) days after Customer's receipt of PRF's invoice, then PRF reserves the right, and at PRF's sole discretion, to suspend Customer's access rights to the Services or terminate this Agreement. During the period of any suspension of Services, any attempt to access the Services by Customer will be blocked. An account that has been suspended for non-payment may not be re-activated until the undisputed balance due on such account has been paid in full or sufficient arrangements for payment acceptable to PRF have been made. In addition, re-activation of Services requires, a $500.00 re-activation fee and Customer hereby releases, indemnifies and holds harmless PRF from and against any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, incurred by PRF as a result of Customer's Services being suspended pursuant to this provision. Due to PRF's continued maintenance of Customer's hosted environment during any suspension of Services, and the costs and expenses incurred by PRF as a result thereof, all costs and expenses incurred on behalf of Customer, if any, shall continue to accrue in full during any period of suspension (i.e. the suspension of Services will not affect Customer's obligations hereunder).

(f) Right to Audit. Customer may: (i) audit, at Customer's sole cost and expense during PRF's normal business hours, PRF's non-financial records pertaining to the performance of this Agreement, regardless of the manner or form in which PRF maintains such records, provided such audit will not unduly interfere with PRF's business operations; (ii) at Customer's sole cost and expense, employ a third party consultant or auditor to assist in such audit; (iii) exercise this audit right until one (1) year after termination of this Agreement; PRF may designate any records referenced in the preceding sentence as its Confidential Information and may require that the third party auditor or consultant described in the preceding sentence execute a nondisclosure agreement with terms consistent with those of Article 6 (*Proprietary Information; Confidentiality*).

4. INDEPENDENT CONTRACTOR

(a) Independent Contractor Status; No Benefits. Customer and PRF acknowledge and agree that PRF will serve as an independent contractor and that no PRF employee or contractor will be an employee of Customer. PRF will be responsible for all employment rights and benefits of PRF employees, including without limitation: (i) federal, state, and local income and employment taxes and social security contributions; (ii) workers' compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and (iii) insurance.

(b) No Agency. PRF will not have any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of Customer, or to bind Customer in any manner, and will not make any contrary representation. Without limiting the generality of the foregoing, PRF will have no right or authority to accept service of legal process on behalf of Customer.

(c) Use of Subcontractors. PRF shall have full responsibility for the provisions of all Services, whether performed by PRF or its subcontractors. In this regard, PRF shall be responsible to Customer for (i) all work performed by PRF's subcontractors, and for the gross negligence or willful misconduct of PRF's subcontractors and of all employees or agents thereof; and (ii) for compliance by each of PRF's subcontractors with the requirements of the Agreement, and all applicable laws, rules and regulations, to the same extent that PRF would be responsible if it were performing the Services directly. Customer reserves the right to ask PRF to remove or replace a subcontractor if Customer has good faith concerns regarding subcontractor's ability to perform or if there are material misrepresentations by or concerning any subcontractor. PRF must hold all subcontractors to data protection terms that are no less restrictive than those set forth in this Agreement.

(d) Personnel Conduct. If any on-site work is provided, PRF agrees to comply with Customer's site security, information security and personnel conduct rules and procedures. Customer reserves the right to immediately remove any employee, subcontractor, or agent of PRF from said premises that fails to comply with any of the aforesaid.

(e) Non-Discrimination. To the extent applicable, Customer and PRF shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

5. WARRANTY AND INDEMNIFICATION

(a) Warranty. PRF expressly warrants that (i) all Services will be performed by PRF in a professional and workmanlike manner and free from material defects, any lien claims or encumbrances by third parties, (ii) to PRF's actual knowledge, the Services and the sale or use thereof does not infringe directly or indirectly upon any intellectual property rights of a third party, (iii) PRF will comply with all applicable laws and regulations in connection with its performance under this Agreement, (iv) it is qualified to do business in the geographies and jurisdictions in which it will perform, and has obtained all necessary licenses, permits, and satisfied any other legal, regulatory, and administrative requirements necessary to its performance hereunder. PRF MAKES NO WARRANTY THAT THE SERVICES WILL BE

FIT FOR ANY PARTICULAR PURPOSE, NOR DOES PRF MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS PROVISION. PRF's liability and Customer's exclusive remedies hereunder for PRF's breach of its warranties set forth in this Provision are hereby limited to the remediation, by PRF of any defective Services. Customer shall not be entitled to any other remedies, whether in contract or tort, at law and in equity.

(b) PRF Indemnity. PRF hereby covenants and agrees to indemnify and hold Customer, its directors, officers and employees, harmless from any claims, liabilities, direct damages, costs and expenses (including reasonable attorney fees) incurred in connection with any third party claims (including lawsuits, administrative claims, regulatory actions and other proceedings to recover for bodily injury or death or property damage) to the extent caused by PRF's breach of this Agreement, including third party claims based on PRF's breach or alleged breach of warranty, and third party claims for any violation of any applicable law, ordinance or regulation. PRF's indemnification obligation under this provision will apply regardless of whether a third-party claim arises in tort, negligence, contract, warranty, strict liability or otherwise, except to the extent any such liability is caused by the negligence or willful misconduct of Customer.

(c) Customer Indemnity. Customer hereby covenants and agrees to indemnify and hold PRF, its directors, officers and employees, harmless from any claims, liabilities, direct damages, costs and expenses (including reasonable attorney fees) incurred in connection with any third party claims (including lawsuits, administrative claims, regulatory actions and other proceedings to recover for bodily injury or death or property damage) to the extent caused by Customer's breach of this Agreement, including third party claims for any violation of any applicable law, ordinance or regulation. Customer's indemnification obligation under this provision will apply regardless of whether a third-party claim arises in tort, negligence, contract, warranty, strict liability or otherwise, except to the extent any such liability is caused by the negligence or willful misconduct of PRF.

(d) Customer Intellectual Property Indemnity. Customer hereby covenants and agrees to indemnify and hold PRF, its directors, officers and employees, harmless from all claims, demands and/or suits against PRF by third parties for actual or alleged infringement of a patent, trademark, copyright or other intellectual property right to the extent such claims, demands and/or suits are based upon the use or operation of software purchased, licensed or selected by Customer and hosted by PRF in the performance of Services hereunder (collectively, "Claims"). Customer agrees to indemnify PRF for (i) damages awarded against PRF as a result of a Claim, and (ii) PRF's court costs and reasonable expenses directly related to defense of a Claim including, without limitation, PRF's reasonable attorneys' fees actually incurred in connection therewith. Customer's obligations to defend and indemnify are conditioned upon (a) PRF giving Customer prompt notice of a Claim (unless Customer has notice through other means); (b) PRF giving Customer complete control of and reasonable assistance with the defense and settlement of the Claim; and (c) PRF not settling or compromising the Claim without Customer's consent, which shall not be unreasonably withheld.

(e) PRF Intellectual Property Indemnity. PRF hereby covenants and agrees to indemnify and hold Customer, its directors, officers and employees, harmless from all claims, demands and/or suits against Customer by third parties for actual or alleged infringement of a patent, trademark, copyright or other intellectual property right to the extent such claims, demands and/or suits are based upon Customer's use or operation of the Services (collectively, "PAR Claims"). PRF agrees to indemnify Customer for (i) damages awarded against Customer as a result of a PAR Claim, and (ii) Customer's court costs and reasonable expenses directly related to the defense of a PAR Claim including, without limitation, Customer's reasonable attorneys' fees actually incurred in connection therewith. PRF's obligations to defend and indemnify are conditioned upon (a) Customer giving PRF prompt notice of a PAR Claim; (b) Customer giving PRF complete control of and reasonable assistance with the defense and settlement of the PAR Claim; and (c) Customer not settling or compromising the PAR Claim without PRF's consent, which shall not be unreasonably withheld.

(f) Limitation of Liability. Except for liability arising under Section 5(d) and 5(e) above, under no circumstances shall either party be liable to the other party under this Agreement for any consequential, incidental, indirect, special, exemplary, punitive or any other damages not specifically referred to herein (collectively, "Consequential Damages"), regardless of whether either party has notified the other of the possibility thereof. The liability limitations set forth in this provision include, but are not limited to, the recovery of lost profits, lost opportunity, loss of use or production and downtime expenses. The parties hereby agree that Customer's failure to pay for Services delivered pursuant to this Agreement shall constitute direct damages and shall not be deemed to be Consequential Damages under any circumstance.

6. PROPRIETARY INFORMATION; CONFIDENTIALITY

(a) Confidentiality. Even if covered by a confidentiality, nondisclosure and non-use provisions of another document signed by Customer and PRF, all non-public information furnished by one party to the other party under this Agreement and all non-public information learned or observed by one party about the other party or its operations through performing this Agreement is confidential and the receiving party shall not disclose any such information or provide access thereto to any third party, or use or provide access to such information for any purpose other than performing this Agreement without the disclosing party's express written consent. Each party shall take reasonable precautions against any confidential information being acquired by unauthorized persons and shall not employ any such confidential information for their own use or for any purpose whatsoever except in the performance of this Agreement.

(b) Survival. The obligations under this Section 6 shall survive for one (1) year after the termination of this Agreement. The confidentiality obligations imposed herein shall not apply with respect to any portion of the confidential information which (i) becomes public without breach of this Agreement by the receiving party, (ii) was known to the receiving party prior to disclosure by the disclosing party, (iii) is disclosed to the receiving party without restriction on use or disclosure by another party as proven by the written records of the receiving party, or (iv) is independently developed by or for the receiving party without the use of or access to the disclosing party's confidential information.

7. TERMINATION

(a) Termination for Cause. Either party may terminate this Agreement upon the other party either (i) failing to cure any non-monetary term, provision of this Agreement or default within forty-five (45) days of receiving written notice of such failure from the non-defaulting party, or (ii) becoming insolvent or filing for bankruptcy or dissolution, and the failure of the other party to cure the same within thirty (30) days of receipt of written notice thereof.

(b) Termination by PRF. PRF may terminate this Agreement if Customer fails to pay any monetary obligation when due and such failure continues for ten (10) days after receipt of written notice from PRF.

(c) Effect of Termination and Transition Services. Subject to Section 5(a) above, the termination of this Agreement shall not limit either party from pursuing other remedies available to it, including seeking injunctive relief. Neither the termination nor expiration of this Agreement shall relieve the parties of any of their obligations under Article 5 (*Warranty and Indemnification*) and Article 6 (*Proprietary Information; Confidentiality*) or of any other obligations which, by their nature, relate to matters following termination or expiration of this Agreement. Further, subject to (i) Customer payment to PRF for all Services rendered through the date of termination along with all other amounts, if any, owed to PRF hereunder, and (ii) Customer's selection of a transition service option as set forth in Section 7(d), PRF shall cooperate with Customer, at PRF's hourly rates then in effect, for either the destruction of Customer's data residing on PRF systems or the orderly transition of services to Customer or a third party. Customer shall, within five (5) business days of termination of this Agreement, determine and indicate to PRF which transition option to pursue. If Customer does not inform PRF of its desired transition option within said five (5) business days, then PRF shall have, at its sole option, the right to destroy all Customer's data residing on PRF's systems with no further obligation or liability of any kind to Customer. During such transition, Customer may request that PRF continue to provide Services to Customer. Such transition services or provision of Services shall be provided in accordance with the terms and conditions of an executed SOW.

(d) Transition Service Options

1. Data Destruction – In the event Customer desires their data be destroyed, subject to Section 7(c) above, Customer must so request in writing to PRF. Customer's data will then be destroyed according to PRF's data destruction policy.

2. Data Delivery – In the event Customer desires their data be returned, subject to Section 7(c) above, Customer must so request in writing to PRF, whereupon PRF will write and send to Customer a statement of work for such service. Upon execution of said statement of work, PRF will provide Customer's data in a .bak format. Prior to the release of Customer's data, Customer must also execute PRF's Release of Liability and Chain of Custody Form.

8. MANAGEMENT REPRESENTATIVES & ARBITRATION

(a) Initial Procedures. Both parties hereto shall make all reasonable efforts to resolve all disputes without resorting to litigation. If a dispute arises between the parties, each party's respective signatory to the SOW (each individually referred to as the "Management Representative" for his/her respective party) will attempt to reach an amicable resolution.

(b) Arbitration. All disputes under this Agreement shall be submitted to binding arbitration before an arbitrator agreed upon by the parties, or, if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator appointed by JAMS' corporate headquarters' office. The site of the arbitration shall be in Wilmington, Delaware, and the arbitration shall be conducted under JAMS' then prevailing commercial arbitration rules and procedures. The arbitrator may award attorney's fees and costs as part of his/her award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

9. MISCELLANEOUS

(a) Notices. Except for the notices set forth in Sections 1 and 3(b) above, all other notices, requests, demands, invoice disputes, and other communications required or permitted under this Agreement shall be in writing and delivered either personally or via overnight delivery service addressed as set forth below:

If to Customer:
As set forth in the SOW

If to PRF:

PrimeFORCE, LLC
6650 Sugarloaf Parkway, Suite 400
Duluth, GA 30097
Attention: Peter Teichert

with copy to:
Lauren Antonino, Esq.
115 Strauss Lane
Atlanta, GA 30350

All notices shall be deemed to have been given (i) at the time of receipt, in the case of personal delivery, (ii) the next business day following deposit with an overnight mail or delivery service as evidenced by a delivery confirmation, or (iii) on the date of first refusal by the recipient.

(b) Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the provision of Services and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written. The express terms of this Agreement control and supersede any course of performance, usage of trade or terms contained in any purchase order, acknowledgment or similar document utilized by PRF or Customer which are inconsistent with any of the terms of this Agreement. This Agreement may not be varied, modified or amended other than by a written instrument duly executed on behalf of the party or parties to be bound thereby.

(c) Non-exclusive Agreement. Customer acknowledges that PRF may engage in other business activities during the term of this Agreement and may be employed or retained by others. PRF acknowledges that Customer may enter into similar agreements with parties other than PRF for goods and services the same as or similar to those PRF provides. Customer from time to time may employ other parties, including without limitation PRF's competitors, to assist with similar projects.

(d) Publicity. PRF must obtain Customer's prior written consent, which consent may be delivered via electronic mail, to refer to Customer as a PRF customer, including the use of Customer's name and logo on public platforms.

(e) Injunction. Each party agrees that breach of Article 6 (*Proprietary Information; Confidentiality*), or either party's breach of Exhibit B (*Data Protection Requirements*), would cause the non-breaching party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the injured party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

(f) Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

(g) Governing Law. Subject to Section 8(b) above, the interpretation, validity and enforcement of this Agreement shall be governed by the laws of the State of Delaware, irrespective of its conflict of laws rules.

(h) Force Majeure. The non-monetary obligations of the parties hereunder shall be suspended by fire, floods, accidents, acts of God, civil commotions, strikes or labor controversy, inability to obtain materials, Customer's failure to delivery necessary materials, product and supplies to PRF, action or request of any governmental authority, or any other happening or contingency incurred by PRF reasonably beyond its control (collectively, "Force Majeure").

(i) Prevailing Party. In the event either party must undertake any legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to reimbursement from the non-prevailing party for all reasonable costs incurred by the prevailing party in connection with such action, including reasonable attorneys' fees actually incurred and court costs.

(j) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that the rights and obligations of each party hereunder shall not be assignable without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(k) Software Licensing. Customer hereby covenants and agrees to (i) properly acquire valid, paid up and sufficient software licenses required for the Services as set forth in the SOW prior to PRF installing and/or utilizing such software on any of PRF's hardware assets, and (ii) ensure that all such licenses, and all licenses pertaining to software installed and utilized on local devices, remain valid, paid up and sufficient for the entire term of this Agreement and for any time thereafter that PRF may have any obligations arising hereunder.

(l) Jurisdiction for Undisputed Collections. Notwithstanding anything to the contrary contained herein to the contrary, the parties hereby voluntarily submit to the exclusive jurisdiction of the state and federal courts of the State of Georgia for all matters involving PRF's collection of undisputed amounts owed to PRF hereunder.

(m) Internet. Customer hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated with PRF or any of its affiliates, but is a separate network independent of PRF. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond PRF's authority and control. Customer acknowledges that PRF cannot guarantee that the Internet access services chosen by Customer will meet the level of up-time or the level of response time that Customer may need. Customer agrees that its use of the Internet access services and the Internet is solely at Customer's own risk, and is subject to all applicable local, state, national and international laws and regulations.

(n) Anti-Virus and End of Life Software. Customer hereby covenants and warrants that during the Term of this Agreement, Customer will (i) deploy, at its sole expense, a reputable industry recognized non-free-ware anti-virus solution which obtains daily virus definition updates and loads such updates on all of Customer's computer devices, and (ii) not deploy use or implement any End of Life / End of Support software (collectively, "EOL Software") on any devices that access PRF's systems. PRF reserves the right to audit, at any time, Customer's devices that access PRF's systems to determine compliance with this provision. If Customer fails to adhere to this provision, PRF will deny Customer's access to PRF's systems for those devices that do not comply with this provision. In addition, Customer hereby covenants and agrees to indemnify, defend and hold PRF, its directors, officers, employees and affiliates (collectively, the "PRF Indemnitees"), harmless from and against any claims, liabilities, direct damages, costs and expenses (including reasonable attorneys' fees) incurred by any PRF Indemnitee as a result of Customer's failure to comply with this provision.

(o) Entire Agreement; Modification. This Agreement together with the SOW constitute the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such additional documents. This Agreement may not be modified or amended except in writing signed by both parties.

(p) Export Controls. The parties hereto each agree that they will individually obtain any export licenses that may be required under applicable laws prior to any export or re-export of goods or information provided under this Agreement.

(q) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument

(r) Insurance Requirements. Each party hereto shall at all times during the term of this Agreement maintain insurance in accordance with the requirements set forth in Exhibit A attached hereto and hereby incorporated herein by this reference.

(s) Data Protection and Security Requirements. Where PRF's services include (i) access to software or systems collecting, storing, or processing Personal Data, on Customer networks or hosted externally to the Customer's environment, or (ii) access to data extracted from Customer systems, PRF will comply with requirements set forth in Exhibit B attached hereto and hereby incorporated herein by this reference.

(t) Electronic Amendment. This Agreement may be amended electronically. An electronic acknowledgement accepting an amendment hereto by Customer's Management Representative shall be binding upon Customer and PRF as if manually signed by said parties.

(u) Electronic/Fax Signatures. This Agreement and any other signed document related hereto transmitted electronically or by facsimile (fax) machine shall be treated in all manner and respects as an original document and the signature of any party hereto upon this Agreement or any document related hereto transmitted electronically or by fax machine shall be considered an original signature.

EXHIBIT "A"

Insurance Requirements

A. Each party hereto shall procure at its own expense and maintain in full force and effect during the term of this Agreement to which this Exhibit is attached, policies of insurance with the types and the minimum amounts of coverage stated below. The policies shall be with responsible insurance carriers duly qualified in the jurisdictions in which the goods and services are to be delivered, performed and consumed, and shall cover the respective operations and obligations of each party under this Agreement.

   TYPES OF INSURANCE & LIMITS OF LIABILITY

   1. Commercial General Liability (specifically including contractual liability); Personal Injury (including bodily injury) and Third-Party Property Damage.
      a. Total combined limit of and excess coverage in the amount of One Million Dollars ($1,000,000) each and every loss overall.

   2. Business Automobile Liability (covering claims arising from all owned, hired and unowned vehicles); Personal Injury (including bodily injury) and Third-Party Property Damage.
      a. Total combined limit of and excess coverage in the amount of One Million Dollars ($1,000,000) each and every loss overall.

   3. Workers' Compensation
      a. Statutory limitations

   4. Employer's Liability
      a. $1,000,000

B. Each party hereto shall be named as an additional insured on the other party's policies and they shall contain standard cross liability clauses. Each party shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policy shall be primary without right of contribution from any insurance by the other party.

C. Upon request from a party, the other party shall provide the certificates of insurance evidencing all of the above coverage, including all special requirements specifically noted above.

D. The provisions herein as to maintenance of insurance shall not be construed as limiting in any way the extent to which either party may be held liable for payment for damages to persons or property resulting from its activities under this Agreement, the activities of any it its employees, or other person(s) for which the respective party is otherwise responsible.

E. **Employee Dishonesty and Corporate Fraud Insurance** (for loss arising out of or related to any fraudulent or dishonest acts committed by each party's respective

Employees, acting alone or in collusion with others, including but not limited to theft of the other party's property) shall be carried for at least five hundred thousand dollars ($500,000) per claim and annual aggregate.

F. **Errors and Omissions Insurance/ Professional Liability/ Data Processing Insurance/ Cyber Insurance.** Each party shall obtain Errors and Omissions Insurance/ Professional Liability/ Data Processing Insurance/ Cyber Insurance policy at their own cost and expense that (i) covers the liability of the insured party's breach of this Agreement; (ii) covers the insured party's actual negligent acts or willful misconduct (including damage to and loss of intangible property, including data lost or incorrectly transmitted or recorded); (iii) provide limits of not less than $2,000,000 per occurrence; and (iv) be maintained for a period of not less than one year after the termination or expiration of this Agreement and or SOW.

EXHIBIT "B"

Data Protection Requirements

In the performance of their respective obligations hereunder, each party hereto will comply with the following protections:

Section 1. Definitions. For purposes of this Exhibit B, certain defined terms will have the meaning set forth below:

a. **"Data Protection Laws"** means all applicable federal, territorial, and international laws, rules, regulations or directives applied to data collected or processed for company business or travel related services.

b. **"PCI Data"** means credit card numbers and fields requiring technical protections under PCI DSS.

c. **"PCI DSS"** means Payment Card Industry Data Security Standards defined at http://www.pcisecurity standards.org, which is a set of requirements applicable to any person, business, or organization that collects, processes, stores, or transmits credit card numbers.

d. **"Personal Data"** means information related to an identified or identifiable individual.

e. **"Protection Measures"** means administrative, physical and technical measures necessary for the protection of Personal Data.

f. **"Security Breach"** means any unauthorized access, interception, use, disclosure or collection of Personal Data, which compromises the security, confidentiality, or integrity of Personal Data.

Section 2. Security Standards. Each party hereto will provide the same or better data-security protections it applies to its own Confidential Information, but in no event may those protections be anything less than a commercially reasonable standard of care. Each party's respective system and infrastructure Protection Measures must meet general security standards. Maintenance must be sufficient and frequent enough to ensure Personal Data confidentiality and integrity. Each party's required standards include (but are not limited) to:

a. Naming an individual responsible for Information Security practices within each party's respective environment and maintaining a written Information Security and/or Privacy policy. Each party will update its respective Information Security policy regularly.

b. Requiring staff with access to Personal Data complete annual security awareness and data privacy training. Each party will ensure individuals understand they have no rights to use or remove Personal Data and will enforce consequences for violating use or access restrictions and may provide individual completion notices or training rosters to demonstrate meeting this standard.

c. Ensuring that only authorized personnel (i.e., each party's respective employees, subcontractors and agents) have access to each party's respective resources and data. Each party will promptly remove access to the Services upon (i) termination of an individual, or (ii) an individual no longer providing support of the Services or needing to access or utilize the Services.

d. Issuing individual (no shared) user accounts, locking out unsuccessful login attempts after a limited number of retries, and requiring regular password changes for network and application access to support the services. Each party will limit the number of individuals with higher privileges and provide assurances when requested on the controls it will use to prevent misuse by privileged users.

e. Providing firewalls, network intrusion detection, and monitoring for unauthorized access within their network and is required to provide adequate and commercially reasonable assurances that unauthorized or illegal persons, computers, computer programs, or networks do not have access to or use of the other party's data through their network.

f. Securing transmissions between both parties using either secure private lines or industry standard transmission and storage methods. Browsers will be capable of using TLS 1.2/SSL transmission and file transfers with Personal Data will be done through Secured File Transmission Protocol (SFTP) or via encrypted email attachments.

g. Encrypting all locally stored Personal Data within its network, on workstations, laptops, or on removable media (laptops, USB drives, PDAs).

h. Applying security patches regularly to servers, firewalls, and systems used to access Personal Data.

i. Periodically testing each party's respective network and workstations for vulnerabilities and remedying or mitigating Critical-risk, and High-risk vulnerabilities promptly; and Medium-risk vulnerabilities regularly.

j. Maintaining an incident response plan to immediately address and mitigate any risk to a breach in system security. The response plan will be available on request for review and will include immediate notification to the other party.

k. Both parties will use anti-virus software to attempt to eradicate viruses on all files transmitted between each other and each party will notify the other promptly if becoming aware of a virus in the file sent or received by the other party.

l. Both parties will hold their respective subcontractors to the same terms as this Agreement.

m. Data Ownership. All of a party's Confidential Information is the exclusive property of such party and the furnishing of the such party's Confidential Information to, or access to such items by, the other party and/or its subcontractors will not grant any express or implied license to or interest in such other party and/or its subcontractors relating to such Confidential Information except as required to perform the services pursuant to this Agreement. Upon request by the Discloser at any time and from time to time and without regard to the default status of the Parties under this Agreement, the receiving party and/or its subcontractors shall promptly deliver to the Discloser its Confidential Information in such format as reasonably specified by the Discloser.

Section 3. Security Breach and Liability.

a. Each party hereto will promptly, upon discovery, inform the other party of any breaches of security or unauthorized access involving a party's Confidential Information and or Personal Data in accordance with applicable Data Protection Laws and, to the extent a breach of security or unauthorized access was caused by the negligent acts or willful misconduct of a party, such party will take commercially reasonable steps to promptly remediate such breach or violation.

b. Each party hereto assumes full liability for security breaches involving Confidential Information and or Personal Data that occurs as the result of the negligent actions or willful misconduct of any of their respective employees, subcontractors or agents, within their respective network, in their respective possession, or under their respective control.

Section 4. Other Security Measures. Each party hereto will comply with the other party's commercially reasonable, relevant and applicable security policies, standards and requirements regarding the services provided and consumed, and associated systems and data, provided that each party has provided written copies of all such policies, standards and requirements to the other party prior to the commencement of services.

a. At Customer's request, PRF will provide its current SSAE16 SOC 1 Type II report. The provision by PRF of this report to Customer will not limit Customer's right to perform audits or to cause its designees to perform audits subject to (i) Customer providing thirty (30) days prior written notice, and (ii) such audits shall be performed at Customer's sole cost and expense regardless of any outcome.

Section 5. Return of Personal Data.

a. Upon termination, and subject to Article 7(c) above, except to the extent otherwise required by law, PRF will return or destroy Personal Data retained in its network (excluding operational backups) and will provide Executive level, written certification that the destruction of such information has been completed using industry standard methods for destroying electronic media to a state where it cannot be practicably read or reconstructed.

b. If PRF retains Personal Data, the obligation to protect Personal Data shall survive termination of this Agreement.

Section 6. Professional Services Requirements. Where a party requires access to the other party's systems, said party must adhere to the other party's IT Security policies and standards including but not limited to using individual login accounts, resetting passwords, multi-factor remote access for users with privileged access, and never storing Personal Data on unencrypted laptops or other removable media. Each party is required to inform the other party promptly on terminations or changes in staff with access to the other party's systems. Each party will make available its IT Security policies or standards applicable on request of the other party.

Section 7. Mutual Representations and Warranties. Each party hereto represents, acknowledges, warrants, and covenants that beginning on the Effective Date and continuing as long as such party accesses, controls, possesses, stores, transmits, or processes Personal Data (including after termination of this Agreement), such party: (i) shall adhere to the requirements of the PCI DSS and comply with all applicable Data Protection Laws; and (ii) is responsible for the security of its respective systems and any data that such party accesses, controls, possesses, processes, stores, or transmits.

Section 8. Indemnification. To the extent permitted by law, each party hereto agrees to indemnify, defend and hold harmless the other party from and against all claims, demands, liabilities, judgments, or causes of action of any nature for any relief, elements of recovery, or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by the other party or its customers to the extent caused by any negligent acts or omissions and/or the willful misconduct of its employees, agents or subcontractors in connection with the performance by the indemnifying party's employees, agents or subcontractors of their respective duties under this Exhibit "B." The liability limitations set forth in this provision include the recovery of loss of use or production and downtime expenses. Each party's maximum aggregate liability for all claims under this Agreement, regardless of the form of action, shall not exceed the fees paid by Customer to PRF under this Agreement during the twelve (12) month period immediately preceding the date on which such claim arose.