

MASTER SERVICES AGREEMENT

Updated July 13, 2026

This MSA is made by and between you and Protech. All access to and use of our products and services is subject to this MSA, any Order Form or SOW, and any product-specific policies we deliver or make available to you.

THIS MSA CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THIS MSA REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY SIGNING AN ORDER FORM THAT REFERENCES THIS MSA, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS MSA. YOU AGREE THAT ANY SUBSCRIPTION AND/OR PURCHASES UNDER THE AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES NOR DEPENDENT UPON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY PROTECH REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES, IN EACH CASE, EXCEPT AS EXPRESSLY SET FORTH IN AN SOW.

THIS MSA IS ENTERED INTO AS OF THE DATE YOUR FIRST ORDER FORM IS FULLY EXECUTED. THIS MSA IS SUBJECT TO CHANGE BY US WITHOUT PRIOR WRITTEN NOTICE OR CONSENT AT ANY TIME, IN OUR SOLE DISCRETION. THE LATEST VERSION OF THIS MSA WILL BE POSTED ON OUR WEBSITE OR OTHERWISE DELIVERED TO YOU ELECTRONICALLY. YOUR CONTINUED USE OF OUR PRODUCTS AND SERVICES AFTER A POSTED CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH CHANGES.

DEFINITIONS

“**Action**” means any claim, suit, action, proceeding, or other form of litigation of any kind.

“**Affiliate**” means any entity, which directly or indirectly, controls, is controlled by, or is under common control with, the subject entity, where direct or indirect ownership of more than 50% of the voting interests of the subject entity automatically constitutes ‘control’. Protech’s Affiliates include, without limitation, Togetherwork Operations, LLC and Togetherwork Holdings, LLC. Your Affiliates may receive Services and/or access to User Subscriptions under an Order Form and/or SOW signed by you and Protech, which clearly identifies any such Affiliates, in which case you are and will be responsible for such Affiliates’ compliance with the terms of the Agreement (including any unfulfilled payment obligations related to Fees or that may arise under Section 12.2 (Indemnification by Customer)). Except for its receipt of Services and its license to utilize the User Subscriptions, no such Affiliate will be deemed a party or a third-party beneficiary to this MSA; provided that (i) you may enforce this MSA as it relates to such Affiliates’ use, and (ii) Protech may (A) invoice such Affiliate (depending upon the payment arrangement you instruct) for Fees and (B) enforce any indemnification obligations against such Affiliate that arise from any action or inaction of such Affiliate. For the avoidance of doubt, Protech’s aggregate liability under Section 14 (Limitation of Liability) will remain subject to the caps provided therein and will not be separately applied

to any Affiliate(s). "Affiliate" will be read as "Customer" in this MSA where the context requires to enforce the foregoing.

"Aggregated Anonymous Data" means any of the following Customer Data information that has been aggregated with other similar information of other Protech customers, and anonymized so that it does not reveal any personally identifying information or information identifying you: (a) information related to how Protech customers are using Protech products and/or services; and (b) information related to the performance of our products and/or services.

"Agreement" means, collectively, this MSA, any Order Form, any SOW, and all agreements, policies, and documentation incorporated by reference in this MSA.

"Applicable Law" means all laws, rules, regulations, rulings, decrees, directives, or other requirements of any governmental authority that: (a) apply to the products and/or services provided under the Agreement; (b) relate to the Parties' rights and obligations under the Agreement; or (c) apply to the collection, processing, and storage of Personal Data.

"Beta Services" are Protech products and/or services, which are not generally available to the public or other Protech customers and offered on a trial basis, without charge.

"Change Order" means a written agreement, signed by you and Protech, making a change to an existing Order Form or SOW. Each Change Order is incorporated by reference as part of this MSA and will be governed by the terms of this MSA.

"Confidential Information" means all confidential information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or via electronic access, that is designated as confidential or that should be reasonably understood to be confidential. Without limitation, your Confidential Information includes Customer Data, Protech's Confidential Information includes the Services, Protech Technology, and any non-public pricing information, and Confidential Information of each Party includes any Order Form or SOW, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes of such Party. Confidential Information does not include any information that the Receiving Party can prove: (a) is or becomes generally known to the public; (b) was known to Receiving Party prior to its disclosure by Disclosing Party; (c) is received from a third-party, where Receiving Party had no reason to know such information was confidential; or (d) was independently developed by Receiving Party, without the use, in whole or in part, of any Confidential Information of Disclosing Party.

"Customer" means the company or other legal business entity entering into the Agreement to receive products and/or services from Protech. "You", "your", and "yours" are used interchangeably with "Customer" in the Agreement.

"Customer Data" means all data or information submitted by or on your behalf, including by a User or third-party, to Protech, or otherwise entered into the User Subscriptions, including, without limitation, data or information submitted, provided, or made available: (i) at your prompting or direction; (ii) in response to invites to your events, meetings, conferences, or other gatherings; (iii) to participate in your online events or other online activities; and (iv) to inquire about, subscribe, or renew membership with your organization.

“Customer Trademark” means your name, trade name, service mark, logo, and other trademarks.

“Customization” means customization and configuration work for the Subscription Software and/or your Microsoft tenant, which is performed by Protech pursuant to an SOW.

“Disclosing Party” means the Party disclosing or making available Confidential Information to the Receiving Party.

“Dispute” means any claim or dispute between the Parties, whether in contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to the Agreement.

“Documentation” means the description of the User Subscriptions or Subscription Software, including any online or offline specifications, requirements, training guides, or manuals, and any other information about installation, configuration, interoperability, and use, including any updates thereto, in each case, as provided or made available by or on behalf of Protech.

“DPA” means the [Data Processing Agreement](#). The DPA is incorporated by reference as part of this MSA pursuant to [Section 8.3.1](#) (Data Processing Agreement).

“Effective Date” means the date your first Order Form is fully executed.

“Excluded Party” means either you or Protech, their respective Affiliates, and each of their respective managers, members, officers, directors, employees, contractors, subcontractors, agents, representatives, successors, or permitted assigns, as the context may require.

“Fees” means any fees, expenses, reimbursements, or charges, however described, including, without limitation, fees passed on from third parties or incurred by Protech that directly relate to your utilization of the Subscription Software or Services, in each case, which are set forth in this MSA, on the relevant Order Form or SOW, or published on Protech’s website. For the avoidance of doubt, pricing set forth on an Order Form or SOW will control over pricing published on the Protech website.

“Go Live” means the date the pre-production phase is complete, whereby you are processing in a production environment.

“Implementation Project” means the implementation, configuration, and activation of a fully functional solution and/or infrastructure created on your behalf by Protech as set forth in an SOW, which allows you to fully utilize the Microsoft Subscription Services and Subscription Software.

“Indemnified Party” means either you or Protech, their respective Affiliates, and each of their respective officers, directors, employees, and agents, as the context may require.

“Indemnifying Party” means the Party from whom indemnification is sought, which is either you or Protech.

“Invoice Dispute” means your good faith dispute of all or any portion of the Fees for which Protech seeks payment, which are sent to accountsreceivable@Protechassociates.com.

“Losses” means any and all losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorneys’ fees).

“Malicious Code” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

“Microsoft Subscription Services” means the Microsoft Dynamics 365 Cloud Platform and related Microsoft products and services that are controlled and managed by Microsoft.

“Microsoft Terms of Use” means the United States [Microsoft Customer Agreement](#), which governs your use of Microsoft’s products and services as further described therein. The Microsoft Customer Agreement incorporated by reference as part of this MSA.

“MSA” means this Master Services Agreement, as amended or updated.

“Order Form” means a written agreement, signed by you and Protech, for placing orders and includes any related Change Order(s). Each Order Form is incorporated by reference as part of this MSA and will be governed by the terms of this MSA.

“Party” means you or Protech, individually; **“Parties”** means you and Protech, together.

“Personal Data” has the meaning set forth in the DPA.

“Professional Services” means the professional services to be provided to you by Protech as set forth in an SOW.

“Protech” means Pro Tech Associates, LLC, a Maryland limited liability company.

“Protech Payments” is an embedded feature of the Protech platform that enables processing of payments. Subscription to the Protech Payments feature and associated Fees will be as set forth on an Order Form.

“Protech Technology” means materials including, but not limited to, all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided or used by Protech in connection with the provision of the User Subscriptions, Subscription Software, and/or Services, in each case developed or acquired by Protech prior to the commencement or independently of the Agreement.

“Receiving Party” means the Party receiving or accessing Confidential Information from the Disclosing Party.

“Release” means any new version of the Subscription Software that is packaged for deployment to new and/or existing customers.

“Services” means any combination of Professional Services and/or Support Services that you may receive from Protech.

“SOW” means a statement of work, signed by you and Protech, describing any Professional Services to be provided to you by Protech and includes any related Change Order(s). Each SOW is incorporated by reference as part of this MSA and will be governed by the terms of this MSA.

“Subscription Period” means the subscription term for User Subscriptions as set forth on an Order Form. As used in this MSA, “Subscription Period” may refer to the initial subscription term together with all renewal subscription terms, or may refer to the initial subscription term or any individual renewal term by itself, as the context requires.

“Subscription Software” means the standard, base Protech and non-Microsoft third-party software as described in the Documentation.

“Support Services” means ‘Standard Support Services’ and/or ‘Premier Membership’, as designated on an Order Form, and as further described [here](#). Fees for Support Services will be as set forth on an Order Form.

“Systems” means websites, mobile or tablet devices, sites, applications and other digital properties, services, platforms, software, servers, computers, hardware, firmware, middleware, networks, computer systems, workstations, data communication lines, routers, hubs, switches, magnetic, optical or electrical data storage devices, and all other information technology equipment.

“Third-Party Applications” means third-party software that interoperates with the Microsoft Subscription Services and/or Subscription Software.

“Third-Party Claim” means any Action brought against an Indemnified Party by a third-party, excluding any Action brought against an Indemnified Party by any of its Excluded Parties.

“Update” means a Release for the Subscription Software that includes minor and/or incremental modifications for existing functionality as well as bug fixes or code for interim remediation of software issues.

“User(s)” means authenticated and non-authenticated individuals, including your employees, contractors, agents, members, and customers, who are using the User Subscriptions.

“User Subscriptions” means the software licenses that you subscribe to under an Order Form and are made available by Protech via access to the Protech platform.

1. SERVICES

1.1 Scope of Services and User Subscriptions. Protech agrees to provide the Services and User Subscriptions as described on the relevant Order Form(s) and/or SOW(s) and this MSA; provided, that (i) the relevant Order Form(s) and/or SOW(s) have been fully executed, and (ii) you have paid any up-front Fees as specified in an Order Form and/or SOW.

1.2 Cooperation. You agree to cooperate with Protech in the performance of Services, including, without limitation: (a) designating a principal point of contact; (b) providing timely access to Customer Data and other information reasonably necessary for completion and delivery of Services, including project deliverables and work documents that have been developed to date by you or on your behalf; (c) providing

experienced, qualified personnel to perform their assigned tasks in a competent and timely fashion; (d) promptly rendering decisions and approvals; (e) promptly notifying Protech of any issues, concerns, or Disputes with respect to the Services, Subscription Software, and/or User Subscriptions; and (f) attending to any other responsibility referenced in an SOW. You acknowledge and agree that Protech's performance is dependent on (x) your timely and effective satisfaction of your responsibilities under this MSA and any SOW, and (y) your timely decisions and approvals in connection with any Services. Protech will be entitled to rely on your decisions and approvals.

2. USER SUBSCRIPTIONS: SUBSCRIPTION SOFTWARE

Protech will grant you a non-exclusive, non-sublicensable, non-transferable, revokable license in, and make available to you and Users, the User Subscriptions and Subscription Software, for the Subscription Period, solely for the purposes set forth in this MSA, any SOW, and the Documentation. You must maintain the minimum number of User Subscriptions described in Section 5.2 (User Subscriptions) for the duration of the Subscription Period. User Subscriptions may be accessed by no more than the number of logins or licenses, as the case may be, specified in an Order Form. User Subscriptions are for designated Users only and may not be shared or used by more than one User but may be reassigned to new Users, who will replace Users who no longer require ongoing use of the User Subscriptions. You are and will be responsible for Users' compliance with the terms of the Agreement. You also agree to use commercially reasonable efforts to prevent unauthorized access to or use of the User Subscriptions and notify Protech promptly of any such unauthorized access or use.

3. USAGE RESTRICTIONS

You will not, and will not permit any User or third-party to, directly or indirectly: (i) use or access the User Subscriptions or Subscription Software, in whole or in part, except as expressly provided in this MSA and the Documentation; (ii) use the User Subscriptions or Subscription Software in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Subscription Software or Protech's Systems; (iii) upload, transmit, or distribute any Malicious Code or any software intended to damage or alter the User Subscriptions, Subscription Software, or Protech's Systems; (iv) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the User Subscriptions, Subscription Software, or Protech's Systems; (v) (A) interfere with, disrupt, or attempt to gain unauthorized access to the servers or networks connected to the User Subscriptions or Subscription Software, (B) violate the regulations, policies, or procedures of such networks, or (C) interfere in any manner with the operation or hosting of the User Subscriptions or Subscription Software; (vi) access, or attempt to access, the User Subscriptions or Subscription Software by means other than through the interface that is provided by Protech; (vii) use automated scripts to collect information from or otherwise interact with the User Subscriptions, Subscription Software, or Protech's Systems; (viii) use the User Subscriptions or Subscription Software to intimidate, discriminate against, or harass any other people or entities; (ix) alter, modify, reproduce, or create derivative works of the User Subscriptions or Subscription Software; (x) except as expressly set forth herein, distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to use or access the User Subscriptions or Subscription Software, including providing outsourcing, service bureau, hosting, application service provider, or on-line services to any third-party, or otherwise making the User Subscriptions or Subscription Software, or use of or access thereto, available to any third-party; (xi) use the User Subscriptions or Subscription Software: (A) for the benefit of a third-party, (B) other than for your own internal business purposes, (C) to build a competitive product or service, including without limitation, internal tools, or (D) copy any features, functions, or graphics of the User Subscriptions or Subscription Software; (xii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying

structure, ideas, or algorithms of the User Subscriptions, Subscription Software, or Protech Technology; (xiii) remove, obscure, or alter any proprietary rights notices (including copyrights and trademark notices) that may be contained in, or displayed in connection with, the User Subscriptions or Subscription Software; (xiv) add data or files that are not directly related to your approved use of the User Subscriptions or Subscription Software; or (xv) use or access the User Subscriptions or Subscription Software in violation of Applicable Law.

4. THIRD-PARTY APPLICATIONS

The User Subscriptions may contain features designed to interoperate with Third-Party Applications. If any Third-Party Application becomes inoperable with the User Subscriptions for any reason, Protech is not responsible, and you are not entitled to any refund, credit, or other compensation or recourse from Protech. The User Subscriptions permit you to restrict Users from installing or enabling Third-Party Applications. If you or any User installs or enables Third-Party Applications, you acknowledge that Protech may permit providers of those Third-Party Applications to access and/or use Customer Data as required for the interoperation of such Third-Party Applications. Protech will not be responsible for any authorized or unauthorized modification, access, deletion, or exfiltration of Customer Data resulting from any such access and/or use.

5. FEES AND INVOICING

5.1 General. Except as expressly set forth in an Order Form, SOW, or in this MSA (i) Customer's payment obligations are non-cancelable and Fees paid by Customer are non-refundable, and (ii) Protech may increase any Fee, at any time, by providing Customer with at least 60 days' prior written notice.

5.2 User Subscriptions. Except as expressly set forth in an Order Form or in this MSA: (i) software license Fees for User Subscriptions are billed monthly based on the amount and type of User Subscriptions subscribed to, not actual usage; (ii) the number of User Subscriptions subscribed to may only be decreased at the time of renewal for the Subscription Period, with written notice provided by you to Protech at least 60 days' prior to the renewal date; and (iii) you must maintain a minimum number of User Subscriptions for the duration of the Subscription Period, as communicated to you by Protech when entering into your initial Order Form and/or upon any renewal. Protech 'Flex Licenses' (i.e., Protech licenses that may be purchased after entering into your initial Order Form) may be added or subtracted at any time during any month but are not prorated and will be billed for the full month. Microsoft Subscription Services that you activate, and which are invoiced to Protech, will be invoiced to you by Protech in accordance with the terms, conditions, and pricing prescribed by Microsoft. You are responsible for any Microsoft consumption-based fees metered by Microsoft and invoiced to Protech including, but not limited to, data storage which exceeds Microsoft's subscription license entitlements. All Protech proposals and pricing are based on your Microsoft tenant being located in the United States. If your Microsoft tenant is located or moved outside the United States, you must notify Protech in writing and different pricing terms may apply.

5.3 Professional Services. The preliminary estimated Fees for Professional Services, if applicable, is included on the relevant Order Form. This represents Protech's best estimate of the hours required to complete the work on the associated SOW. You will be invoiced for the actual number of hours spent, which may be more or less than the amount initially estimated. Protech will inform you in advance if the total hours are to be exceeded and will memorialize any increase in a Change Order. Protech's hourly

rate for Professional Services will be as specified on the relevant Order Form. Protech will invoice you for Professional Services as follows:

- a. The 'Professional Services Initial Payment' (or language of similar import) as referenced on an Order Form, will be invoiced upon execution of the Order Form and will be payable prior to the scheduling of resources for the associated work;
- b. The balance of the estimated Fees, subject to any Change Orders, will be invoiced at the hourly rate stated in the Order Form based on the actual numbers of hours spent; and
- c. You will be invoiced monthly until the work is completed.

Unless otherwise set forth on an Order Form or SOW, Protech may increase its hourly rates for Professional Services at any time, by providing Customer with at least 60 days' prior written notice.

5.4 Invoicing and Payment. Invoices will be sent electronically and are deemed received on the next business day. You are responsible for providing complete and accurate billing and contact information to Protech and notifying Protech, in accordance with Section 18.1 (Notices), of any changes to such information. If you choose to pay by check, you agree to pay Protech an additional \$25 payment processing fee, per check. If you choose to pay by credit card, you will incur a 3% processing fee per transaction. All other Fees, rates, and payment terms will be set forth in the applicable Order Form and/or SOW. You agree to pay all invoices, or portions thereof, for which you submit no Invoice Dispute, within 30 days from the date you are deemed to have received such invoice. If no Invoice Dispute is submitted within 30 days, such invoice will be deemed accepted. The Parties will use good faith efforts, including submitting full supporting documentation, to resolve and settle such Invoice Dispute within 30 days of Protech receiving the Invoice Dispute. You understand that you remain responsible to pay any Fees not subject to an Invoice Dispute on time but will have no obligation to make any payment on any such disputed Fees during such 30 day period. Once the Invoice Dispute is resolved and settled, you agree to pay any amount owing within seven days following resolution. If the Invoice Dispute is not resolved and settled within such 30 day period, the dispute resolution provision in Section 16 (Dispute Resolution) will apply, except that the Parties may mutually agree (email to suffice) to accelerate to the mediation or arbitration stage. Notwithstanding anything to the contrary in this MSA, you agree to pay on demand all of Protech's reasonable attorneys' fees and other costs incurred by Protech to collect any Fees not subject to an Invoice Dispute due Protech under the Agreement; provided, that Protech is successful in its claims.

5.5 Overdue Charges. If any payments are not received from you by the relevant due date, but excluding any Invoice Disputes, (a) such payments will accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date payment is received by Protech, and/or (b) Protech may condition Subscription Period renewals and/or future Order Forms on payment terms shorter than those specified in this Section 5 (Fees and Invoicing).

5.6 Protech Remedies for Non-Payment. If any amount not subject to an Invoice Dispute has not been received within 60 days from the date you are deemed to have received the relevant invoice, Protech may, without limiting Protech's other rights and remedies, (i) suspend all or any portion of the Services and/or your access to the User Subscriptions and Subscription Software, until such obligations are paid in full, or (ii) terminate the Agreement. Protech will provide at least seven days' prior notice before taking

such action. Following a suspension, Protech may re-commence Services and/or your access to the User Subscriptions and Subscription Software at Protech's discretion and reserves the right to require payment of a commercially reasonable remobilization Fee and a retainer or other assurance of payment satisfactory to Protech before re-commencing. If Protech elects to terminate the Agreement, such termination will be 'for cause' as set forth in Section 11.3 (Termination for Cause), entitling Protech to the remedies set forth therein.

5.7 Taxes. Except as required by Applicable Law, Fees do not include taxes of any nature assessable by any local, state, provincial, federal, or foreign jurisdiction. If Protech has the legal obligation to pay or collect taxes, such amount will be invoiced to and paid by you unless you provide a valid tax exemption certificate or evidence that you have already paid such amounts.

6. PROTECH'S INTELLECTUAL PROPERTY

6.1 License to Protech Technology. Subject to Protech's rights regarding non-payment of Fees not in dispute and your breach of the Agreement, Protech grants to you a non-exclusive, non-sublicensable, non-transferable, revokable license in any Customization (including any Protech Technology incorporated therein) and the Subscription Software for the duration of this MSA. Except for the license granted in this Section, Protech will retain all rights, title, and interest in and to any Customization, the Protech Technology, and the Subscription Software, including all related intellectual property rights.

6.2 Feedback. You agree that Protech will be entitled to use and incorporate into any current and future products and services, any suggestions, enhancement requests, recommendations, or other feedback provided by you and/or any User, relating to the User Subscriptions, Subscription Software, and/or Protech Technology, and Protech will have no obligation to you, any User, or any third-party for any such use or incorporation. You agree to reasonably cooperate with Protech in assigning all intellectual property rights relating to such feedback, at Protech's expense.

6.3 Reservation of Rights. Subject to the limited rights expressly granted under this MSA, Protech reserves all rights, title, and interest in and to the User Subscriptions, Subscription Software, Protech Technology, and Services, including all related intellectual property rights. No rights are granted to you under the Agreement other than as expressly set forth in this MSA.

6.4 Collection, Use, and Ownership of Aggregated Anonymous Data. Protech may (i) collect information to generate, and may process, Aggregated Anonymous Data, and (ii) freely use and make available Aggregated Anonymous Data, including without limitation, for improving, testing, operating, promoting, and marketing Protech's current and future products and services. Protech is and will remain the sole and exclusive owner of all right, title, and interest in and to all Aggregated Anonymous Data, including all intellectual property rights related thereto, and may freely use all Aggregated Anonymous Data during the term of this MSA and thereafter. Protech will not sell any Customer Data or Aggregated Anonymous Data.

7. CUSTOMER'S INTELLECTUAL PROPERTY

7.1 Customer Applications and Code. If you, a third-party acting on your behalf, or a User creates applications or program code using the User Subscriptions or Subscription Software, (i) you authorize Protech to host, copy, transmit, display, and adapt such applications and program code, solely as

necessary for Protech to provide the User Subscriptions and Subscription Software in accordance with the Agreement, and (ii) you represent and warrant to Protech that you have the right to make such authorization. Subject to the foregoing, Protech acquires no right, title, or interest from you or your licensors with respect to such applications or program code, including any intellectual property rights.

7.2 Customer's Trademark. You hereby grant to Protech a non-exclusive, non-sublicensable, non-transferable, revokable, royalty-free license to use and display Customer Trademark, solely for the purpose of facilitating your use of the User Subscriptions, Subscription Software, and Services. As between you and Protech, you own all right, title, and interest in and to any such Customer Trademark. Except as expressly set forth in this MSA, Protech will not use any Customer Trademark, in whole or in part, for any other purpose other than as required to provide the User Subscriptions, Subscription Software, and Services. This license will automatically terminate at the termination or expiration of this MSA.

8. CUSTOMER DATA

8.1 License; Title and Non-Infringement.

8.1.1 License. For the term of this MSA, you hereby grant to Protech a non-exclusive, non-sublicensable, non-transferable, revokable, limited license in and to Customer Data, for the sole purpose of Protech providing the User Subscriptions, Subscription Software, and Services and as otherwise expressly provided in the Agreement. As between you and Protech, you own and retain all of your rights in and to Customer Data.

8.1.2 Title and Non-Infringement. You represent and warrant to Protech that: (i) you are responsible for the accuracy and quality of Customer Data; (ii) you have all necessary right, title, interest, authorization, and consent necessary to allow Protech to access and use Customer Data for the purposes for which you provide Customer Data to Protech under the Agreement, including the transfer, storage, modification, communication, and processing of Customer Data; and (iii) that all Customer Data was lawfully acquired and its use under the Agreement does not and will not constitute an infringement, violation, or misappropriation of the rights of any third-party, including, without limitation, intellectual property rights.

8.2 Content Restrictions. You represent and warrant to Protech that none of the Customer Data or the use of Customer Data as contemplated by the Agreement: (i) violates the terms of the Agreement or Applicable Law; (ii) is libelous, defamatory, obscene, abusive, pornographic, threatening, harmful, or an invasion of privacy; (iii) is illegal or advocates illegal activity; (iv) is an advertisement or solicitation of funds, goods, or services; (v) is false, misleading, or inaccurate; or (vi) is or could be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message, or disruptive advertisement. Except as expressly set forth in the Agreement, you will be solely responsible for all Customer Data transferred, stored, modified, communicated, or shared by you or any User, or that Protech may receive, collect, or obtain, in each case, through your or Users' use of, or access to, the User Subscriptions or Subscription Software. You acknowledge that, to the extent you or any User grants access to Customer Data to any third-party, including without limitation, to providers of Third-Party Applications, you are solely responsible for all use of and access to Customer Data by such third-party. Protech will have no responsibility for any such activity, or the actions taken or not taken by any third-party to whom you or a User has granted any such use or access. Protech may take remedial action if any Customer Data violates the terms of this

Section, including the deletion thereof; provided, that Protech is under no obligation to review any Customer Data for compliance with this Section.

8.3 Protech's Access to and Use of Customer Data.

8.3.1 Data Processing Agreement. If, and only if, Protech processes Personal Data on your behalf in the course of providing products and/or services, the Parties agree to comply with the terms of the DPA, which is incorporated into this MSA by reference.

8.3.2 Security. To protect Customer Data, Protech will (i) implement and maintain administrative, technical, and physical safeguards regarding security, continuation, backup, and disaster-recovery that are consistent with industry standards and practices and comply with Applicable Law, and (ii) only access and use your Systems to the extent necessary to perform our obligations under the Agreement.

8.3.3 Usage Restrictions. Protech will not access or modify Customer Data, or disclose Customer Data to any third-party, except as: (i) expressly permitted under the Agreement; (ii) requested or approved in writing by you (email to suffice), including in connection with any customer support matters; (iii) in order to provide products and/or services to you, including to prevent or address any service or technical problems; (iv) where permitted by the DPA and revokable by you upon written request (email to suffice), in order to develop and test new features, products, and services; or (v) compelled by law.

9. CONFIDENTIALITY

Receiving Party will not use any Confidential Information of Disclosing Party for any purpose outside the scope of the Agreement, and except as otherwise authorized by Disclosing Party in writing, will limit access to its and its Affiliates' employees, contractors, and agents who need such access to perform under the Agreement and who have signed confidentiality agreements with Receiving Party on terms no less stringent than those provided in this MSA. Receiving Party may disclose Confidential Information of Disclosing Party if it is compelled by law; provided, Receiving Party gives Disclosing Party prior notice and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest such disclosure. Upon the request of Disclosing Party, Receiving Party will promptly destroy any Confidential Information that Receiving Party has received under the Agreement. Notwithstanding the foregoing, nothing in this MSA will require the alteration, modification, deletion, or destruction of back-up tapes or other comparable electronic records made in the ordinary course of business pursuant to the Receiving Party's electronic information systems. These obligations will survive for two years following the termination or expiration of this MSA.

10. REPRESENTATIONS AND WARRANTIES

10.1 Due Authorization; No Conflict; Compliance with Laws. Each Party represents and warrants to the other Party that: (i) it has full power and authority, and has been duly authorized, to enter into and perform its obligations under the Agreement, with all necessary approvals of any board of directors, shareholders, partners, or other required approvers having been obtained; (ii) its execution, delivery, and/or performance of the Agreement does not conflict with any agreement, understanding, or document to which it is a party; (iii) the individual signing any Order Form and/or SOW is authorized to execute such Order Form and/or SOW for and on behalf of such Party and has full authority to so bind such Party; and (iv) it will comply with all Applicable Law in its performance of its obligations under the Agreement.

10.2 OFAC Certification. Each Party certifies that (i) it is not acting on behalf of any person, group, entity, or nation named by any Executive Order or the U.S. Treasury Department, through its Office of Foreign Assets Control or otherwise, as a terrorist, “Specially Designated Nation”, “Blocked Person”, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control or another department of the U.S. government, and (ii) it is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity, or nation.

10.3 Export Compliance. The User Subscriptions, any other technology Protech makes available, and derivatives thereof, may be subject to export laws and regulations of the U.S. and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You represent and warrant that you will not, and you will not permit any User to, access or use the User Subscriptions or Subscription Software in a U.S.-embargoed country or in violation of any U.S. export laws or regulations.

10.4 Protech’s Representations and Warranties.

10.4.1 Subscription Software Warranties. Protech represents and warrants that: (a) Subject to Section 4 (Third-Party Applications), the core functionality of the Subscription Software, when used in accordance with the Documentation, will not materially decrease during the Subscription Period; (b) Protech will use all accepted industry standards for preventing transmission of Malicious Code via the Subscription Software; and (c) to Protech’s knowledge, the Subscription Software, when used in accordance with the Documentation, does not infringe any third-party right, including, without limitation, any third-party intellectual property right; provided, that Protech will not be in breach of this clause if you or any User upload a file containing Malicious Code into the User Subscriptions and/or Subscription Software and later download that file containing Malicious Code. For any failure to conform to the warranty under clause (a) or (b) of this Section, Protech may, at its option, either (i) make such repairs or modifications as are required to rectify such non-conformance, or (ii) provide a workaround solution that will reasonably meet your requirements. If Protech cannot provide such repair, modification, or workaround solution, as the case may be, within 90 days of Protech’s receipt of notice from you detailing the issue under clause (a) or (b) of this Section, you may terminate the Agreement ‘for cause’ under Section 11.3 (Termination for Cause), entitling you to the remedies set forth therein. The foregoing represents your sole remedies for our failure to conform to the warranty under clause (a) or (b) of this Section.

10.4.2 Professional Services Warranties. Protech represents and warrants that Protech will perform all Professional Services in a professional and workmanlike manner in accordance with generally accepted standards of the industry and in compliance with all Applicable Law. Protech will provide you with a Professional Services Warranty for an Implementation Project or Customization. If you report an issue with an Implementation Project or Customization prior to the expiration of our Professional Services Warranty, Protech will rectify the issue at no additional cost to you. In order to exercise the Professional Services Warranty, the issue must be within the original scope of the Implementation Project or Customization. The foregoing represents your sole remedy for our failure to conform to the Professional Services Warranty. You understand and agree that core product issues are managed via Support Services and are not covered by our Professional Services Warranty. For purposes of the Agreement, “**Professional Services Warranty**” means Protech’s 90-day warranty for an Implementation Project or Customization, which begins from the date of transition to customer support.

10.4.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10.4 (PROTECH'S REPRESENTATIONS AND WARRANTIES), PROTECH MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND PROTECH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, WHETHER UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE, IN EACH CASE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.4.4 Beta Services. From time to time, Protech may invite you to try Beta Services. You may accept or decline to try any Beta Services at your sole discretion. Any Beta Services will be clearly designated as 'beta', 'pilot', 'limited release', 'developer preview', 'non-production' or with a description of similar import. Beta Services are provided for evaluation purposes only and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. BETA SERVICES ARE NOT CONSIDERED PART OF THE USER SUBSCRIPTIONS, SUBSCRIPTION SOFTWARE, OR SERVICES DELIVERED UNDER THE AGREEMENT AND ARE PROVIDED "AS IS", WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER. Protech may, in its sole discretion: (a) discontinue any Beta Services at any time; (b) decide not to make any Beta Services generally available; and (c) make changes to any Beta Services prior to releasing them to the public and/or other Protech customers.

11. TERM AND TERMINATION

11.1 Term of MSA. The term of this MSA begins on the Effective Date and will continue until all Order Forms, SOWs, and associated User Subscriptions expire or are terminated pursuant to this MSA or such Order Forms, SOWs, and/or associated User Subscriptions.

11.2 Term of User Subscriptions. The Subscription Period begins on the date that User Subscriptions are provisioned and continue until the expiration or termination thereof. Except as expressly set forth in the applicable Order Form, User Subscriptions will automatically renew for the same length as the expiring Subscription Period; provided, that, either Party may elect not to renew a Subscription Period by providing written notice to the other Party at least 60 days prior to its renewal.

11.3 Termination for Cause. Either Party may terminate the Agreement for cause (a) upon 30 days' prior written notice to the other Party of a material breach that specifically identifies the facts supporting the breach and the provision of the Agreement that was breached, if such breach remains uncured at the expiration of such 30-day period, unless a different notice and/or cure period, or different remedies, are specified under this MSA, or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Your material breach of the Agreement will include, but not be limited to (i) your failure to pay any Fees due to Protech under the Agreement, which are not the subject of an Invoice Dispute, and (ii) your failure to timely meet your obligations under Section 1.2 (Cooperation), in each case, after relevant notice and cure periods. If Protech terminates the Agreement for cause, in addition to your payment obligations under Section 11.4 (Effect of Termination; Payment), you will owe to Protech all Fees under the Order Form that are or would become due and payable through the then-current Subscription Period as well as any remaining Fees for Professional Services set forth on any SOW, all of which will remain subject to Section 5.5 (Overdue Charges) until such amounts are paid in full. If you terminate the Agreement for cause,

Protech will promptly refund to you any prepaid Fees (i) for unused Services, as of the date the Agreement is terminated, and (ii) for User Subscriptions, based on the number of months remaining in the then-current Subscription Period as of the date the Agreement is terminated; provided, that, Protech may offset the foregoing refunds by any amounts owing by you under clause (b) of Section 11.4 (Effect of Termination; Payment).

11.4 Effect of Termination; Payment. Upon the expiration or termination of the Agreement: (a) Protech will promptly terminate your access to the User Subscriptions and Subscription Software and cease providing all Services; (b) Protech will provide you with a final invoice for all Services rendered and, unless you terminate the Agreement 'for cause' under Section 11.3 (Termination for Cause), Fees for User Subscriptions, based on the number of months remaining in the then-current Subscription Period as of the date the Agreement is terminated, in each case, that have yet to be paid, all of which you must pay immediately; and (c) to the extent requested by Protech in writing (email to suffice), you will uninstall all Customizations and Protech Technology from your Systems. Unless expressly provided in an Order Form, SOW, or in this MSA, in no event will the expiration or termination of the Agreement: (i) relieve you of the obligation to pay any Fees payable to Protech for the period prior to the effective date of such expiration or termination; (ii) entitle you to any refund of Fees; or (iii) cancel any of your payment obligations.

11.5 Return of Customer Data. Protech will, for a period of 30 days after the expiration or termination of the Agreement, make available to you a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Protech will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in Protech's Systems or otherwise in Protech's possession or under Protech's control. Notwithstanding the foregoing, you have the right to access your Customer Data from your Microsoft tenant at any time, including at the time of expiration or termination, including for backup or retrieval purposes.

11.6 Survival. All sections of this MSA, which by their nature should survive the termination or expiration of this MSA, will so survive, subject to any survival periods specified therein.

12. INDEMNIFICATION

12.1 Indemnification by Protech. Protech will indemnify, defend, and hold harmless you and your Indemnified Parties from and against any Losses arising from any Third-Party Claim brought against you or your Indemnified Parties (i) alleging that the Subscription Software, when used in accordance with the Documentation, or, if as a direct result of an Implementation Project or Customization, your Microsoft tenant, infringes or misappropriates the intellectual property rights of such third-party, or (ii) arising from Protech's gross negligence or intentional misconduct in the performance of the Services. In the event of a Third-Party Claim for infringement, or if Protech reasonably determines that the Subscription Software, the Protech Technology, any Customization, or any aspect of the Professional Services may infringe or misappropriate upon the intellectual property rights of any third-party, Protech may, in its sole discretion and at no cost to you: (a) modify the relevant technology, product, and/or service so that it no longer infringes or misappropriates, including (1) removing any Customization, with a refund to you for any Fees paid for such Customization, or (2) modifying or re-doing such Customization, at no cost to you; (b) obtain a license for your continued use of the Subscription Software, the Protech Technology, any Customization, and/or the Professional Services; or (c) terminate the Agreement upon 180 days' written notice (or such shorter period as may be required by a court order), which will be deemed a 'for cause' termination by you

under Section 11.3 (Termination for Cause), entitling you to the remedies set forth therein. The foregoing remedies (i) will not be deemed a breach of Section 10.4.1 (Subscription Software Warranties) or Section 10.4.2 (Professional Services Warranties), and (ii) will not apply if the Third-Party Claim or identified issue arises, in whole or in part, from: (A) your or any User's use of the relevant technology, product, and/or service not strictly in accordance with the terms of this MSA or the Documentation; (B) content you provided to Protech, Customer Data, or modifications by you or a third-party to the User Subscriptions, the Subscription Software, a Customization, or any software related thereto; (C) your use of any prior, unsupported versions of the User Subscriptions or Subscription Software; or (D) any intellectual property right in which you or any of your Excluded Parties has an interest.

12.2 Indemnification by Customer. You will indemnify, defend, and hold harmless Protech and our Indemnified Parties from and against any Losses arising from any Third-Party Claim brought against Protech or our Indemnified Parties (i) alleging that Customer Data or your use of the User Subscriptions, the Subscription Software, or any Customization in breach of the Agreement infringes or misappropriates the intellectual property rights of such third-party or violates Applicable Law, or (ii) arising from your breach of the Agreement or your gross negligence or intentional misconduct.

12.3 Indemnification Procedure. The Indemnified Party will promptly notify the Indemnifying Party of any Third-Party Claim for which the Indemnified Party believes it is entitled to be indemnified under Section 12.1 (Indemnification by Protech) or Section 12.2 (Indemnification by Customer), as the case may be. The Indemnifying Party will have the right to control the defense and settlement of such Third-Party Claim; provided, that the Indemnified Party may participate in the defense, at its own expense. The Indemnified Party will cooperate with the Indemnifying Party in the defense or settlement of any Third-Party Claim, at the Indemnifying Party's expense. Subject to the terms of this MSA, the Indemnifying Party will pay all amounts, which are finally awarded by a court of competent jurisdiction or have been agreed to in a court-approved monetary settlement. The Indemnifying Party may not settle any Third-Party Claim without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned, or delayed), unless the settlement (i) admits no wrongdoing on the part of the Indemnified Party, and (ii) unconditionally releases the Indemnified Party of all Losses.

12.4 Exclusive Remedy. This Section 12 (Indemnification) states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the Indemnifying Party for any type of claims described in this Section 12.

13. EXCLUSION OF DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS EXCLUDED PARTIES HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS EXCLUDED PARTIES FOR (A) ANY CLAIM OF LOST PROFITS, REVENUES, OR GOODWILL, OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; IN EACH CASE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

14. LIMITATION OF LIABILITY

EXCLUDING LOSSES ARISING FROM A BREACH OF YOUR OBLIGATIONS UNDER SECTION 3 (USAGE RESTRICTIONS) AND FEES OWING BY YOU UNDER THE AGREEMENT, IN NO EVENT WILL THE AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT, MISREPRESENTATION, OR UNDER ANY OTHER THEORY OF LIABILITY) OF EITHER PARTY, TOGETHER WITH ALL OF ITS INDEMNIFIED PARTIES, ARISING OUT OF OR RELATED TO THE AGREEMENT, EXCEED THE AMOUNT PAID BY YOU TO PROTECH IN THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE ACTION; PROVIDED, HOWEVER, THAT IF THE ACTION ARISES OUT OF OR IS RELATED TO AN INDIVIDUAL ORDER FORM OR SOW, SUCH LIABILITY WILL NOT EXCEED THE AMOUNT PAID BY YOU TO PROTECH IN RELATION TO THAT INDIVIDUAL ORDER FORM OR SOW IN THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE ACTION. THE LIMITATIONS OF LIABILITY IN THIS SECTION (A) REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES, AND (B) WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS MSA IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING AGGREGATE LIABILITY CAP WILL NOT APPLY WITH RESPECT TO (I) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS MSA, OR (II) LOSSES CAUSED BY A PARTY'S FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT. WHERE ANY OF THE FOREGOING EXCEPTIONS ARE PART OF AN ACTION, THE AGGREGATE LIABILITY CAP OF A PARTY WILL BE EQUAL TO \$500,000.

15. STATUTE OF LIMITATIONS

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION BECAME KNOWN TO THE POTENTIAL CLAIMANT OR SHOULD HAVE BEEN KNOWN TO THE CLAIMANT BASED ON THE SURROUNDING CIRCUMSTANCES. THE FOREGOING WAIVER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

16. DISPUTE RESOLUTION

All Disputes will be resolved solely in accordance with the terms of this Section. In the event of a Dispute, the Parties agree that (i) both Parties will first attempt, in good faith, to resolve such Dispute through direct negotiation for at least 30 days following the disputing Party's giving of notice to the other Party as provided in Section 18.1 (Notices), and (ii) in the event a Dispute cannot be resolved through such negotiations, each Party hereby agrees and covenants that it will submit to mediation under a mutually agreeable certified and impartial mediator located in the State of Delaware. If the Parties agree (email to suffice), (i) mediation hereunder may be held remotely, or (ii) the Parties may advance directly to arbitration. In the event of mediation, each Party will bear its own costs of such mediation, including its own attorneys' fees and its equal share of mediator fees. The Parties will hold the existence, content, and results of the mediation in confidence. The mediator may not consider punitive damages. In the event the Dispute is not resolved in mediation, the Parties agree to submit to binding arbitration before a single arbitrator in the State of Delaware in accordance with the Streamlined Arbitration Rules and Procedures of JAMS, which will administer the arbitration. If the Parties agree (email to suffice), arbitration hereunder may be held remotely. In the event of arbitration, each Party will bear its own costs of such arbitration, including its own attorneys' fees and its equal share of arbiter fees; provided, that the arbiter may award the actual cost of a Party's reasonable attorneys' fees to the Party that substantially prevails in the Dispute. The Parties will hold the existence, content, and results of the arbitration in confidence. The arbiter may not consider punitive damages. The arbiter does not have the authority to alter or modify the terms of the

Agreement. Notwithstanding anything to the contrary in this Section, each Party reserves the right to seek an injunction or other equitable relief in court to prevent or stop a breach of the Agreement or a violation of rights either Party has under Applicable Law, at its own expense, including its own attorneys' fees. SUBJECT TO THE FOREGOING SENTENCE, THE PARTIES AGREE TO WAIVE ANY RIGHTS TO INITIATE ANY ACTION IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO AN ACTION.

17. CHARITABLE FUNDRAISING

The [Charitable Fundraising Platform Disclosure Agreement](#) applies, and is incorporated by reference as part of this MSA, if, and only if, you are a non-profit (or have a foundation that is a non-profit) that utilizes the Subscription Software to solicit and accept donations from California residents.

18. GENERAL PROVISIONS

18.1 Notices. Notices to you will be sent to the email address you provided in your initial Order Form. Notices to Protech will be sent to customercare@ProTechassociates.com, with a copy to legal@togetherwork.com for any Disputes and any notifications under [Section 11.3](#) (Termination for Cause) or [Section 12.3](#) (Indemnification Procedure). Notices will be deemed received on the next business day after being sent.

18.2 Governing Law, Jurisdiction, and Venue. The Agreement will be governed and construed in accordance with applicable U.S. federal law and the laws of the State of Delaware, without regard to conflict of laws principles, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or Section 2 of the Uniform Commercial Code. Subject to [Section 16](#) (Dispute Resolution), the Parties submit to the jurisdiction of, and waive any venue objections against, the U.S. federal and state courts of the State of Delaware for any Action arising out of or relating to the Agreement or the negotiation, validity, or performance of the Agreement.

18.3 No Third-Party Beneficiaries. Except as expressly set forth in this MSA, the Agreement (i) is entered into by and between, and may be enforced only by, the Parties, and (ii) will not be deemed to (A) create any rights in third parties (other than the Parties' permitted successors and assigns and any persons or entities expressly entitled to indemnity under this MSA), including without limitation, a Party's Excluded Parties, or (B) create any obligations of a Party (or its Excluded Parties) to any such third parties.

18.4 Waiver. No failure or delay by either Party in exercising any right, power, or privilege under the Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under the Agreement. No waiver of any provision of the Agreement will be effective unless it is in writing and signed by the Party against whom it is to be enforced.

18.5 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Applicable Law and the remaining provisions of the Agreement will remain in effect.

18.6 Exclusive Remedies. ALL REMEDIES PROVIDED IN THIS MSA ARE INTENDED TO BE THE EXCLUSIVE REMEDIES OF THE PARTIES UNDER THE AGREEMENT AND ARE IN LIEU OF ANY OTHER REMEDIES AVAILABLE TO EITHER PARTY AT LAW OR IN EQUITY.

18.7 Assignment. Neither Party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign the Agreement in its entirety, without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

18.8 Subcontractors. Protech may subcontract Services to one or more third parties; provided, that Protech will remain liable at all times for all acts and/or omissions of any such subcontractors.

18.9 Force Majeure. Other than your payment obligations for products and/or services provided to you, neither Party will be liable for any failure to perform its obligations under the Agreement if prevented from doing so by a cause or causes reasonably beyond its control. Without limiting the generality of the foregoing, such causes include acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, acts of terrorism, wars or war operations, pandemics, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by such Party.

18.10 Publicity. Protech may use Customer Trademark to identify you as one of Protech's customers on Protech's website and in Protech's marketing materials, including the type of products and services received by you; provided, that, you may revoke this consent at any time in writing (email to suffice). Otherwise, neither Party will issue a press release or make any public statement concerning the other Party without the prior written consent of such Party (email to suffice). Notwithstanding the foregoing, nothing in this Section will restrict either Party from making any statement that is required by Applicable Law or that is protected by law from contractual restriction.

18.11 Entire Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between any parts of the Agreement, the order of precedence will be: (a) this MSA; (b) the DPA; (c) an Order Form; (d) an SOW; and (e) any agreements and/or policies incorporated by reference in this MSA. No terms or conditions stated in Customer's purchase order(s), including any "click-wrap" or online terms on Customer's website or linked on Customer's purchase order, will be incorporated into or form any part of the Agreement, and all such terms or conditions will be null and void. For the avoidance of doubt, (i) no Order Form may amend, modify, limit, or expand the terms of this MSA, unless this MSA expressly permits such amendment, modification, limitation, or expansion, and (ii) no Customer purchase order may amend, modify, limit, or expand the terms of the Agreement.

18.12 Counterparts. Any agreement executed in connection with this MSA may be executed in any number of counterparts and in facsimile, pdf, or other electronic format, each of which will be deemed an original but all of which together will constitute one and the same instrument.