

This Master Services Agreement (this “**MSA**”) is made and entered into effective as of [Date], [Year] (the “**Effective Date**”), by and between Vology, Inc., a Florida corporation (“**Vology**”), with its principal business address being 15950 Bay Vista Drive, Clearwater, Florida 33760, and [Customer Name], a [Customer Entity Type (corporation, limited liability company, etc) and State of Formation] (“**Customer**”), with its principal business address being [Customer Address]. Each of Vology and Customer is a “**Party**” and collectively, the “**Parties**”.

1. Services. Vology shall provide certain managed and/or professional services (the “**Services**”) for Customer as described in a Statement of Work (“**SOW**”). Additional SOWs for Services, when signed by both Parties, shall be added to this MSA from time to time during the term hereof. All SOWs are incorporated in and form a part of this MSA and shall be governed by the terms and conditions of this MSA whether the SOW expressly references this MSA or not. In the event of any conflict or ambiguity as between the terms of this MSA and the terms of any SOW, the terms of the SOW shall control.

2. Invoicing, Payment Terms, Rate Increases. All Services hereunder shall be performed at the rates set forth in a SOW or Change Order. Vology shall invoice Customer monthly for all recurring Services to be provided during the following month (prorated for any partial month), beginning upon the earlier of (i) service transition completion, or (ii) 60 days after signature of the SOW. Unless otherwise agreed by the Parties in a SOW, one-time start-up fees will be invoiced upon signing the corresponding SOW. All other Services will be invoiced as described in the applicable SOW or Change Order. Notwithstanding the foregoing, Vology shall invoice Customer for any third-party communications tariffs or other fees incurred in connection with the Services upon Vology’s receipt of invoices for those fees. Customer agrees to pay such third-party fees when invoiced by Vology, regardless of the date of service. To the extent set forth in a SOW, Vology shall be entitled to certain per diem expenses including, but not limited to reimbursement of expenses for travel, housing, and meals.

Unless otherwise agreed by the Parties in a SOW, Customer shall pay to Vology all invoiced amounts within thirty (30) days of receipt of Vology’s invoice. If Customer disputes an invoice, Customer shall, within thirty (30) days of its receipt of such invoice, provide written notice to Vology, detailing the fees being disputed and the basis therefor. If Customer fails to dispute an invoice within thirty (30) days, Customer will be deemed to have accepted such invoice in full. In the event of a good faith dispute, Customer shall pay all fees that are not in dispute. The Parties shall use commercially reasonable efforts to resolve all disputes as promptly as possible. In addition to other remedies available to Vology, overdue invoices may be assessed a late payment charge at the rate of one percent (1%) per month commencing on the 31st day after the invoice date, but in no event in excess of the lawful maximum rate. In the event an undisputed invoice remains unpaid more than thirty (30) days past its due date, Vology may suspend performance of Services hereunder until such invoice is paid. If Vology issues a credit memo or credit note (a “**Credit**”) to Customer, Customer shall request such be applied in full against future invoiced amounts within one hundred eighty (180) days from the date of issue of the Credit. The amount of any Credit not applied by Customer within the foregoing period shall be deemed to be forfeited.

Unless otherwise agreed to by the parties in any SOW or Change Order, to the extent that Services established under this Agreement extend beyond one year after the execution of the MSA, Vology shall be entitled to increase Recurring Service (as such term is defined in the SOW) fees during each year of the term after the initial year. Unless stated otherwise, such adjustments shall not affect Time & Materials (“**T&M**”) rates. Vology will provide Customer with thirty (30) days advance written notice of any increase.

Notwithstanding the foregoing, Customer agrees to pay for any increase in communications tariffs or other fees charged to Vology by third parties for reasons outside of Vology's control.

3. Change Order Procedures.

Additional services requested by Customer not addressed in a SOW will be billed at Vology's T&M rates ("**T&M Services**") upon Customer approval of the T&M Services or signing of a Change Order. Either Party may initiate a Change Order by submitting a written request to the other Party along with an explanation of reasons as to why such change, modification, or addition is desirable or necessary.

All Change Orders must contain:

- (a) a description of any additional or reduced Services to be performed and/or changes to the performance required of either Party, including the estimated additional or reduced number of personnel needed for such performance;
- (b) a description of any additional, reduced, or different Services to be rendered;
- (c) a statement of the impact of the additional Services, or changes to the Services, schedule, costs or other requirements of the applicable SOW; and
- (d) the signatures of duly authorized individuals of each Party.

Within ten (10) business days of the submission of a Change Order from one Party to the other, the receiving Party shall notify the other Party of its acceptance or its rejection. Either Party may, in its sole discretion, reject any Change Order requested by the other Party. However, if Vology requests a Change Order to fix any deficiencies in Customer's infrastructure necessary to allow Vology to successfully provide its Services under any SOW, then Customer must accept that Change Order or Vology's obligations to Customer under the applicable SOWs shall terminate upon rejection of the proposed Change Order. Notwithstanding anything to the contrary set forth herein, any Customer proposed Change Order the effect of which, whether on its own or in the aggregate with previously requested Change Orders, would be to reduce the monthly fees payable to Vology for the Service or Services that are the subject of the Change Order by more than ten percent (10%) of the monthly amount payable to Vology for such Service or Services pursuant to the applicable SOW or SOWs under which such Service or Services are provided shall be deemed null and void and rejected by Vology. Notwithstanding anything in this MSA to the contrary, in no event shall a rejecting Party be responsible for any damages suffered by the initiating Party as a result of the refusal to accept a Change Order request. Once accepted, the terms of such Change Order shall be deemed to be incorporated into the applicable SOW.

4. Vology's Obligations.

(a) *Warranties.* Vology warrants that the Services provided hereunder will be performed in conformance with the Services description contained in the applicable SOW in accordance with industry standards by trained and qualified personnel. Vology does not warrant uninterrupted or error-free operation of any Customer or third-party equipment that are within the scope of any Services. The Services are not designed or intended to be used to manage, monitor or control any devices requiring fail-safe operation where the failure of the devices or the Services could lead to death, personal injury or

environmental damage. Vology will endeavor to meet minimum service levels for certain critical business functions, as defined in an applicable SOW (the "SLAs"). The effective date of the SLAs shall be 90 days from service transition.

Customer agrees that in the event of a breach of the foregoing warranty, its only remedy shall be the re-performance of the Services by Vology, and Customer agrees to provide Vology with written notice of any nonconformity within thirty (30) days of its receipt of Vology's invoice. Vology warranties will not apply in the event of Customer's misuse, modification, improper maintenance, unsuitable operating environment, failure to notify Vology of a non-conformance within the thirty (30) day period set forth in the preceding sentence, failure to comply with instructions provided by Vology, or damage not caused by Vology.

(b) *Warranty Disclaimer.* THE WARRANTY STATED HEREIN IS THE ONLY WARRANTY WITH RESPECT TO THE SUBJECT MATTER HEREOF AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.

(c) *High Risk Activities.* Customer acknowledges and agrees that Vology did not design the Services for, and does not warrant the Services for use in, the operation, management, support or delivery of products, services, systems, environments or otherwise relative to or within environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, surgically implanted devices, weapons systems, or other applications, devices or systems in which the failure of the Services could directly result in death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). VOLOGY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY WITH RESPECT TO THE USE OF THE SERVICES IN HIGH RISK ACTIVITIES.

(d) *Compliance with Laws.* Vology will comply with all laws and regulations applicable to the Services provided, and Vology will comply with all applicable export and import laws, regulations, embargo and sanction regulations, including prohibitions on export for certain end uses or to certain end users. Vology is not responsible for determining the requirements of the law and regulations applicable to Customer's business.

(e) *Personnel Matters.* Vology shall cause its employees and/or its consultants physically located at the Customer's facilities to comply with all reasonable work place standards and policies applicable to the Customer's employees that have been provided to Vology, including, without limitation, dress, safety, security and access to the facility and the network, site rules, use of telephone systems, electronic mail, and computer systems. If Customer reasonably determines that any of Vology's employees and/or its consultants who are performing Services at a Customer facility either do not meet the requirements of the warranty of Section 4(a) above, or fail to comply with the Customer rules and policies for onsite personnel after being made aware of such rules and policies, then Customer may request such employee's and/or consultant's removal in writing to Vology specifically listing the reasons for such request. If Customer's request is deemed reasonable, in Vology's sole discretion, Vology shall remove from the performance of Services any such employees and/or consultants and replace such employees and/or consultants with individuals that Vology believes meet such requirements.

5. Customer's Obligations.

(a) Customer shall, at no cost to Vology, provide in a reasonably prompt manner, (i) all data and information in the possession of Customer as may be required by Vology to perform the Services; (ii) access to the Customer networks and work site so that Vology personnel may perform the Services without interference; (iii) a person to act as Customer's representative, who shall transmit instructions, receive information, and interpret and define Customer's policies and decisions with respect to the Services; (iv) prompt notice to Vology should Customer observe or otherwise become aware of any deficiency in the Services provided by Vology; (v) data and content of any database and system that Customer makes available to Vology; (vi) selection and implementation of procedures and controls regarding access, security, encryption, use and transmission of data; (vii) in the event that Vology is not providing backup management and services as part of the Services, perform periodic backups and maintain backup data as necessary to restore critical Customer data files in the event of loss or damage to such data from any cause; and (viii) any other additional information or assistance as may be set forth in any SOW or reasonably requested and required by Vology with respect to the performance of the Services. Vology is not responsible in any manner for changes or modifications made to Customer's systems by persons other than authorized representatives or employees of Vology, and Vology cannot and will not be held liable for any loss of data and/or damage caused directly or indirectly by Vology including but not limited to the improper or proper setup or usage of the software. This includes the actual data and or financial loss due to data loss.

(b) Customer consents to Vology's use of Customer's name, trademark and/or logo in Vology's list of Customers, on its website, in social media channels, and in marketing and promotional materials. Customer further agrees to participate in a video testimonial to be produced by or on behalf of Vology and at Vology's sole expense. The testimonial will depict, quote or otherwise be attributed to Customer with respect to the use of Services provided by Vology. Customer consents to use of the testimonial by Vology, its agents, representatives, successors and assigns, on its website, in social media channels, and in marketing and promotional materials. Customer will not be compensated by Vology in any way for participation in the testimonial, and no such use by Vology shall disparage Customer.

6. Protection of Confidential Information.

(a) By virtue of this MSA, all applicable SOWs, and the performance of the Services by Vology, the parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("**Confidential Information**"). Confidential Information of Vology includes but is not limited to the terms and conditions (but not the existence) of this MSA, including without limitation all SOWs, all trade secrets, software, source code, database, information about the Services, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Services, product roadmap, data and other information of Vology relating to or embodied therein.

(b) Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to further the purposes of this

MSA or as otherwise authorized herein. Neither party will disclose to third parties Confidential Information without prior written consent of the other party except as authorized herein.

(c) Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party, (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality, (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis, or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

(d) The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

7. Ownership of Property. All drawings, specifications, software, documents, manuals, materials, devices, servers, equipment and all other forms of tangible and intangible property, whether existing prior to or developed by Vology in the course of performance of the Services and furnished to Customer by Vology hereunder, shall remain the property of Vology or its licensors as applicable and shall be used by Customer for the sole purpose of the Services, and shall be promptly returned upon the expiration or termination of the term of the applicable SOW or as otherwise directed by Vology.

8. Non-Solicitation. During the Term of this MSA and for a period of one (1) year after completion of all Services under all SOWs Customer shall not directly or indirectly solicit for employment or hire or engage as a consultant, agent or independent contractor, any employee, consultant, agent or independent contractor of Vology who was working in connection with any SOW hereunder, without Vology's prior written consent. For purposes of the foregoing, a person is deemed to be an employee of Vology during the term of employment and for ninety (90) days thereafter. In the event of a breach of this obligation, Customer shall promptly pay to Vology, as liquidated damages and not as a penalty, an amount equal to such employee's most recent total annual compensation determined as of the date of the breach.

9. Indemnification. Each Party (the "**Indemnifying Party**") shall defend and indemnify the other Party (the "**Other Party**") from and against all third party claims, and resulting damages, liabilities, awards, judgments, and settlements against the Other Party, of whatever nature, for damage to tangible property and bodily injury (including death), arising out of the Indemnifying Party's negligence or intentional misconduct hereunder. The Indemnifying Party's obligations under this Section 9 shall not extend to liabilities of the Other Party to the extent arising out of the Other Party's negligence or intentional misconduct. The Other Party shall give the Indemnifying Party prompt, written notice of any suit or other proceeding instituted against it for which it may wish to seek indemnification hereunder. The Other Party shall reasonably cooperate and assist the Indemnifying Party in the defense of the claim.

10. Intellectual Property Indemnification. Vology shall defend and indemnify Customer from and against all third party claims, and resulting damages, liabilities, awards, judgments, and settlements against Customer for infringement of a third party's intellectual property rights provided, however, that Vology shall not have liability under this Section to the extent that any infringement claim is attributable

to (i) the combination, operation or use of the Services with equipment or software supplied by Customer where the Services would otherwise not themselves be infringing; (ii) Vology's compliance with designs, specifications or instructions by Customer; (iii) use of the Services in an environment or application for which it was not designed or contemplated under this MSA or any SOW; or (iv) modifications to the Services by anyone other than Vology where the modified version is infringing. Vology will have satisfied its obligations under this Section if, after receiving notice of a claim, Vology obtains for Customer the rights to continue using the Services as provided without infringement, or replaces or modifies the Services so they become non-infringing.

11. Limitation of Liability. EXCEPT FOR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES OR AGENTS, BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS, USE OF DATA, OR FOR INTERRUPTION OF BUSINESS, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CUSTOMER'S DATA, PROGRAMS, OR SERVICES) REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, OR STRICT LIABILITY. IN NO EVENT SHALL VOLOGY'S AGGREGATE, CUMULATIVE MONETARY LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS MSA, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE), EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO VOLOGY UNDER THE RELEVANT SOW FOR SERVICES DIRECTLY RELATED TO THE SPECIFIC CLAIM DURING THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO VOLOGY'S RECEIPT OF WRITTEN NOTICE OF A CLAIM.

12. Third-Party Products. Customer acknowledges that certain third-party hardware and software products ("**Third-Party Products**") may be provided by Vology as a "pass through" to Customer and such Third-Party Products may be covered by a warranty offered by the third-party hardware or software vendor, not Vology. Any Third-Party Products comprising software and which are supplied with a packaged end user license agreement or a click-on license agreement (collectively, "**EULAs**") included within such third-party software are licensed under and are subject to the terms of such EULAs, and are not subject to any Vology warranties or indemnification obligations contained in Sections 4 and 9 hereof. Customer shall look solely to the Third-Party Products vendor for warranty support. Customer shall be responsible for the acknowledgement of and compliance with the terms and conditions of all EULAs that accompany the provision of software Third-Party Products.

13. Record Keeping; Restricted Data.

(a) Vology shall maintain records of its performance of Services hereunder for a period not to exceed twelve (12) months after the effective date of termination of Services under an SOW, and Vology shall make such records available to Customer for review within ten (10) business days of request at Vology's offices during Vology's normal business hours. Customer agrees that its review shall be limited to only those records applicable to the Services provided by Vology under an SOW, and Customer further agrees that it may not make more than one request to review such records during any twelve-month period.

(b) Vology shall have the right to audit Customer records, systems tools outputs or any other system information for up to twelve (12) months after the effective date of termination for verification

that Customer's use, installation, execution of the Services complies with the terms of the MSA, SOW, instructions from Vology, and all applicable laws and regulations.

14. Independent Contractor. Each Party is acting as an independent contractor and not as an agent, partner or joint-venturer with the other Party for any purpose. Except as provided in this MSA, neither Party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

15. Subcontractors. Vology reserves the right to subcontract with other individuals and businesses for the provision of Services required to be performed pursuant to this MSA and any SOW. Vology shall be responsible for all payments to, as well as the direction and control of the Services to be performed by its subcontractors, if any.

16. Term and Termination.

(a) *Term.* This MSA shall commence on the Effective Date and continue in effect for a period of three (3) years (the "**Initial Term**"). After the Initial Term, this MSA (excluding SOWs) shall automatically renew each year on the anniversary of the Effective Date for an additional one (1) year period under the same terms and conditions, unless either Party provides written notice of cancellation to the other no less than 120 days prior to the expiration of the Initial Term or any subsequent renewal period as applicable (a "**Non-Renewal Termination**"). The Initial Term and any renewal terms are collectively, the "**Term**". Upon notice of a Non-Renewal Termination of this MSA, if the Services provided by Vology are Managed Services, Vology shall provide reasonable transition services to assist in the migration of the Customer to a new managed services provider prior to the termination of this MSA.

(b) *Termination for Bankruptcy.* In the event that either Party (i) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; or (iii) makes an assignment for the benefit of all or substantially all of its creditors, then the other Party may, by giving written notice of termination to the first Party, terminate this MSA and any and all SOWs hereunder as of a date specified in such notice of termination; provided, however, that Vology shall not have the right to exercise such termination so long as Customer pays for the Services in advance on a month-to-month basis by certified bank check or other method as agreed by Vology.

(c) *Termination for Cause.* In addition to the termination rights set forth above in subsection (b), either Party may terminate this MSA or any SOW upon written notice for the breach by the other Party of any material term, if such breach is not cured within thirty (30) days following receipt of written notice of breach from the non-breaching Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party. Upon termination for cause by either Party, or termination under subsection (b) by either Party, Vology shall be entitled to collect all past and current amounts due and owing. In addition, upon termination by Vology for cause, Vology shall be entitled to accelerate all future amounts payable to Vology under each SOW or this MSA such that all remaining periodic payments of the then-current term of each SOW are immediately due and owing.

(d) *Post Termination Assistance.* Upon termination of Vology's Services under this MSA or any SOW and for a period of 6 months thereafter, Vology will provide Customer with its relevant data, reports,

metrics, etc. at Vology's T&M rates. Thereafter, Vology will have no obligation to maintain or provide Customer with such data, reports or metrics.

(e) *Survival of Terms.* Sections 2, 4(b), 6, 7, 8, 10, 16(d), 22, 23, and 25 shall survive any termination or expiration of this MSA. Except for a termination by Vology pursuant to Sections 16(b) or 16(c) above, upon expiration or termination of this MSA, any existing and uncompleted SOW will be honored by Vology, and this MSA shall be deemed to be extended solely for such SOW for a period of time not to exceed the then-current term of the SOW. In the event of any termination or expiration of this MSA or any SOW hereunder, Customer shall pay all charges that have accrued as of the effective date of such termination or expiration.

17. Acceptable Use Policy. Customer shall not use the Services in any way that violates Federal, State, Local or International Law. This prohibition includes, without limitation, any actions which are threatening, obscene, defamatory, libelous or which violate trade secret, copyright, patent or other intellectual property rights of a third party, or rights of privacy or publicity, violate export laws, regulations, and rules (including, without limitation, the Export Administration Act and the Export Administration Regulations administered by the U.S. Dept. of Commerce) or which result in the spread of computer viruses, worms, time bombs or other damaging programs or data files. If any breach of this policy is not cured within ten (10) days after receipt of written notice from Vology, Vology may immediately suspend or terminate the Services.

18. Assignment. Neither Party may assign this MSA, in whole or in part without the express written consent of the other Party, with the exception of an assignment carried out as part of a merger, restructuring, or reorganization, or pursuant to a sale or transfer of all or substantially all of a Party's assets or stock, other than any such transaction that is within the scope of Section 16(b) above.

19. Amendments. No provisions in either Party's invoices or purchase orders, or in any other business forms employed by either Party, will supersede or add to the terms and conditions of this MSA, and no supplement, modification or amendment of this MSA, or any SOW, shall be binding, unless executed in writing by a duly authorized representative of each Party to this MSA.

20. Force Majeure. Neither Party will be liable when and to the extent its failure to perform is due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of foreign or domestic terrorism, riot, embargoes, acts of civil or military authorities, fire, hurricanes and other weather conditions, flood, and, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming Party through the use of alternate sources, work around plans or other means.

21. Complete Agreement. This MSA, together with its SOWs, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous negotiations, agreements or understandings, whether written or oral. There are no agreements, understandings, representations or warranties not expressly incorporated herein.

22. Governing Law; Exclusive Jurisdiction and Venue. This MSA and its construction and enforcement shall be governed by the laws of the State of Florida, without giving effect to its conflict of law principles. Each of the Parties hereby submits to the exclusive jurisdiction of the United States District Court for the Middle District of Florida (Tampa Division) or of any Florida state court sitting in Hillsborough

County for purposes of all legal proceedings arising out of or relating to this MSA and the transactions contemplated hereby. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection which they may have now or hereafter laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

23. Waiver of Jury Trial. Each of the Parties hereto hereby knowingly, voluntarily, and intentionally waives the right such Party may have to a trial by jury in respect of any litigation based hereon or arising out of, under, or in connection with this MSA or any SOW. This provision is a material inducement for the Parties entering into this MSA.

24. Notices. All notices under this MSA shall be in writing and will be given in person, or via email or facsimile, or by certified or registered mail, or by overnight courier, to the attention of:

To Vology:

To Customer:

Doug Pray
Chief Financial Officer
15950 Bay Vista Drive
Clearwater, FL 33760
dpray@vology.com

25. Claims. In the event of a dispute arising under this MSA, neither Party shall bring a claim or action regardless of form more than one (1) year after the cause of action has arisen. In the case of nonpayment by Customer, Vology may not bring a claim or action more than two (2) years after the payment in question was due.

IN WITNESS WHEREOF, the Parties have executed this MSA as of the date first written above.

VOLOGY, INC.

[Customer Name]

By: _____
Name: Leslie K. Rudolph
Title: SVP - Services
Date: _____

By: _____
Name: _____
Title: _____
Date: _____