

RUN NETWORKS, LLC
MASTER SERVICES AGREEMENT (MSA)

This Master Services Agreement ("Agreement" or "MSA") governs the acquisition and use of Run Networks services ("Services"). This Agreement is between Run Networks, LLC ("Run Networks") and you (hereinafter "You" or "Client"). By accepting this Agreement, either by clicking a box indicating your acceptance or by executing a schedule that references this Agreement, or upon your usage of the Run Networks Services, You agree to the terms of this Agreement. If You are entering this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms and conditions. If You do not have such authority, or if You do not agree with these terms and conditions, you must not accept this Agreement and may not use Run Networks Services. The parties agree that this Agreement may be electronically signed and the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.

This Agreement is effective on the date set forth in the referencing Professional Services Agreement ("PSA") or the date of the first invoice sent to Client, whichever is earlier, (the "Effective Date").

The Agreement may incorporate any applicable Addendum attached hereto.

The parties agree as follows:

1. Managed Services / Security Interest

Run Networks shall provide Managed Services, with details of subscribed services included in the PSA, to Client with respect to Client-owned or leased computer equipment and network system (collectively, the "Network") described on MSA Addendum A and any applicable Run Networks owned computer equipment described in PSA Addendum A – hereinafter referred to as Hardware as a Service (HAAS).

Fees for any on-site or off-site services outside Managed Support services are set forth in the PSA. If Client wishes additional or replacement Hardware, Fees for additional or replacement Hardware shall be assessed at the rates set forth on Addendum, or as negotiated, per PC and per Server for Managed Services. For example, additional machines added to the Network are added to the Agreement at the then-current rate. New, additional services not yet included such as a spam filter, new firewall, or new models of firewalls that might be more expensive will be charged at Run Networks then current rates.

Workday Hours are defined as 7 AM CST through 6 PM CST Monday through Friday excluding holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after, Christmas Eve and Christmas Day.

Hourly fees for any Service outside Workday Hours shall be billed at a multiplier of 1.5 times standard hourly rate per person hour (+ sales tax), payable (or pre-payable) by Client on receipt of Invoice.

The following addendums together are detailed in the PSA and incorporated herein by reference to and make up the MSA:

Scope of work is defined in MSA Addendum A – Scope of Work.

Hardware as a Service (HAAS) is defined in PSA Addendum A – Hardware as a Service (HAAS).

Managed Print is defined in PSA Addendum B - Managed Print.

Managed Backup is defined in PSA Addendum C - Managed Backup.

Compliance Assistance Service is defined in PSA Addendum D – Compliance Assistance Service

Service Level Agreement is set forth in PSA Addendum E –SLA

2. Term and Termination

This Agreement and related PSA shall automatically renew, without any action by either party, on each annual anniversary date of the Effective Date, and shall automatically renew on each annual anniversary date thereafter. Upon each such automatic renewal, all Fees set forth above shall increase by 3.00%. Notwithstanding the foregoing, either party

may terminate this Agreement by providing 30 days written notice to the other party prior to the anniversary of the Effective Date.

Run Networks reserves the right to negotiate rates based on additions of locations, hardware, software, hardware support requirements, service adjustments, service enhancements, as well as modify this Agreement (or any portion thereof) with thirty (30) day notice.

Run Networks, LLC reserves the right to refuse or suspend Services under this Agreement in the event Client has failed to pay any invoice within thirty (30) days of invoice date.

This Agreement may be terminated by Client upon ninety (90) days written notice if Run Networks:

1. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within ninety (90) days of receipt of such written notice.
2. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice.
3. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this agreement.

3. Warranties; Disclaimer of Warranty

EXCEPT AS EXPRESSLY SET FORTH IN THIS MSA, RUN NETWORKS, LLC DISCLAIMS AND DOES NOT PROVIDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Not in limitation of the forgoing, Run Networks is not responsible for, and expressly disclaims, any and all liability for any exploits, hacks or deficiencies which result from the misuse of any of Client's Network, hardware, software, computers, network(s), network access(es) and other equipment ("Client Equipment") by Client and Run Networks is not responsible or liable for any damage caused by the installation of viruses or other malware on your Network due to your access or use of the Services. Run Networks does not guarantee (a) that its efforts will be sufficient to correct any particular problem(s) Client may be experiencing or (b) that any issue resolution will be completed in a set amount of time, provided that (a) and (b) shall not diminish Run Networks obligations under PSA Addendum D. Run Networks represents and warrants that the Managed Services shall be performed in a professional and workmanlike manner in accord with commercially reasonable industry standards for the same or similar services. Run Networks is not responsible for connectivity failures related to server networks maintained by other parties, which include, but are not limited to, failures or losses related to other servers, Internet service providers, and/or telephone, cable, satellite, broadband and fiber-optic networks; or deficiencies or delays related to third party applications and/or vendors, any of which require support from such third-parties, due to licensing restrictions, code access restrictions or similar reasons. Run Networks shall be under no obligation to provide Services due to improper use, natural disaster, strikes, riots, war or nuclear disaster, neglect, damage by Client transit, or failure of Client to maintain recommended site specifications. In the event a problem or deficiency results from Client's failure to follow Run Networks' prior advice and directives, Run Networks reserves the right to charge Client its then-prevailing hourly rate to the extent related work arises therefrom, where Run Networks shall notify Client of such charges prior to performing the related work.

Run Networks shall have no liability to Client for Client's violations of the Health Insurance Portability and Accountability Act ("HIPAA") to the extent such violations arise from Client's failure to adhere to the recommendations of Run Networks regarding HIPAA compliance.

Throughout the term of this Agreement, Run Networks shall implement and maintain reasonable and appropriate security procedures and practices to protect Personal Information disclosed to Run Networks by Client from any unauthorized access, acquisition, destruction,

use, modification, or disclosure. Personal Information shall have the same meaning as used in Neb. Rev. Stat §87-802(5).

4. Indemnification

Run Networks liability under this MSA and related PSA is limited to the actual direct damages incurred by Client and shall in no event exceed the amount paid for Services hereunder during the 12-month period prior to the time any such claim arises. In no event shall Run Networks be liable for any incidental, consequential, special, indirect, punitive, or third-party damages or claims, including but not limited to, lost profits, lost productivity, loss of data, and loss from interruption of business, even if previously advised of their possibility and regardless of whether the form of action is in contract, tort, or otherwise.

Client shall defend, indemnify, and hold harmless Run Networks from and against liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) ("Losses") arising from any claims from any third party ("Claims") that result from or relate to Your use of the Services in violation of this Agreement, or Your breach of any provisions of this Agreement.

Neither party shall be held liable for any delay or failure in performance of all or a portion or the Services of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of kind commonly protected by redundant power systems, unless such redundant power systems are also affected by Force Majeure condition, usually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts of omissions of transportation common carriers.

5. Entire Agreement

This Agreement and its addendums constitute the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto and this Agreement supersedes and replaces any and all prior agreements Client has with other Run Networks.

MSA Addendum A – Scope of WorkRUN NETWORKS, LLC
MANAGED SERVICES AGREEMENT (MSA)**1. Run Networks Obligations**

For the following descriptions, Managed IT Support by Run Networks with all-inclusive support is assumed. If an existing contract arrangement exists that conflicts with the all-inclusive support agreement such as NIS, Limited, or Franchise agreements, then this Addendum shall not apply.

Subject to the terms of the MSA and PSA, Run Networks obligation is to support Client's Network. In the case of an outage regardless of size, Run Networks will work with the Client to organize a plan of action to resolve the issues.

2. Core managed network support includes:

OFF-SITE Managed Services - For the Fees set forth in the PSA, Run Networks shall provide the following off-site Managed Services during Workday Hours:

- a) **PC Core:** Integrated Antivirus, Automated Updates Performance Monitoring, Remote Support, Off-site Backup, Backup, Spyware Monitoring, Reporting, Unlimited Phone Support.
- b) **Servers Core:** Phone Support, Remote Support, Service Availability Monitoring, Microsoft Patch Management, Event Log Monitoring, Log File Maintenance, Drive Space Monitoring, Printer Setting Management, User Account Administration, File Sharing Permission Administration, Security Administration, Virus Definition Maintenance/Prevention.
- c) **Networks Core:** Purchasing Assistance, ISP Management, Web Host Support, 3rd Party Vendor Management, Network Monitoring, Router Management, Antivirus Management, Firewall Management, VPN Management, Asset Lifecycle Management, Asset Reporting.
- d) **Software Updates:** Maintaining the systems described above shall include applying appropriate software and operating system updates in a reasonable amount of time. Run Networks shall determine when software updates are appropriate and what constitutes a reasonable amount of time.
- e) **Antivirus:** Run Networks standard antivirus will be installed on each PC. Updates and policies will be pushed out automatically.
- f) **Windows Update:** Windows Updates and other updates will install automatically on a preset schedule managed by Run Networks.
- g) **Help Desk and Support:** End user support is provided by Run Networks. Users can open tickets from the website, call the office, or email the help desk for assistance.
- h) **Hardware Purchases:** Run Networks recommends, sells, configures, and installs the hardware for the network and users. Using Run Networks methodology for procuring equipment provides the intended outcome for everyone.
- i) **Spam Filter and Email Encryption:** Run Networks, Services include an offering of spam filtering and email encryption.

3. MONITORING SOFTWARE

In order to provide the Services specified in this Agreement, Run Networks shall promptly install remote monitoring and management software on Client's Network, as requested by Run Networks. Client grants permission to Run Networks to install all of the same and any other remote monitoring and managing software deemed necessary by Run Networks.

4. Third-Party Applications

Run Networks requires that Client maintain service agreements on any "third-party" or "vertical market" line-of-business applications. Run Networks will diagnose and troubleshoot problems with these applications, but Client acknowledges that Run Networks is not the vendor of such applications and often will require assistance with the vendor's support to troubleshoot and resolve complex issues. Any maintenance or support fees charged by the third-party vendor are the sole responsibility of Client and client will indemnify and hold Run Networks harmless therefrom. Run Networks strongly encourages Client to maintain support contracts on all third-party applications.

Run Networks will work with such third-party vendor support to apply any upgrades or patches that the third party vendor releases and recommends from such products. Run Networks will not charge additional fees for any upgrades that can be effected both remotely and in less than one (1) hour. Any upgrades that require an onsite technical presence and/or require more than one (1) hour of technician time shall be billed on a time and materials basis under Run Networks then current rates.

5. Microsoft Office 365

If Client has selected Microsoft Office 365 for hosted Microsoft Exchange email services, Client acknowledges that Run Networks is not the vendor of such product and has no control over the performance, mail delivery, data backup, or availability of such service. Run Networks will coordinate any service requests that occur with Microsoft Office 365 for Client, but may have to escalate to Microsoft for ultimate resolution. Microsoft may also be providing the email sanitation, or Spam filtering service. Email backup is also performed by Microsoft. Email is kept on the vendor's backup system for fourteen (14) days. All data hosted at Microsoft is stored on the Microsoft network. If Client desires a secondary backup, Cloud to Cloud Backup services are available managed by Run Networks through a third-party provider.

6. Client Obligations

Client shall keep and maintain and pay for warranty coverage on all production server and firewall hardware by either regularly replacing the server or application of a warranty extension pack after the initial manufacturer's warranty expires. Service availability on systems over 5 years of age cannot be guaranteed.

Client acknowledges then that if Client requests updates that Run Networks considers inappropriate, or wishes to have updates applied before Run Networks deems them safe, Run Networks is not responsible to the extent adverse consequences of such actions arise and Client shall be charged a Regular Consulting Hours or Extended Consulting Hours charge, as the case may be, to the extent labor results from such adverse consequences of such actions. If Client performs or allows anyone other than Run Networks to perform any maintenance on any Hardware subject to this Agreement, Run Networks is not responsible to the extent adverse consequences arise from such actions and Client shall be charged a Regular Consulting Hours or Extended Consulting Hours charge, as the case may be, to the extent labor results from such adverse consequences of such actions.

7. Multi-Factor Authentications and passwords

Client agrees to protect email, cloud accounts, and any other possible account with Multi-Factor Authentication (MFA), also referred to as 2FA. Run Networks makes every effort to enable and enforce MFA settings on these accounts to the extent possible, but cooperation with Client is required to make this possible. Client agrees to use complex passwords on all accounts including local, email, and cloud.

8. End of Life Software

Client acknowledges that any software that is end-of-life by the developer may no longer be able to be used on Client's network. Changes, such as operating system upgrades, database server upgrades, and security patches may not work properly on end-of-life software and the only choice may be an upgrade of such software. Run Networks will make reasonable efforts to notify Client of software that is approaching end-of-life.

9. Exclusions and Exceptions

The items below are specifically excluded in MSA Addendum A – Scope of Work and are either billed hourly or included in another addendum for the dedicated service. Run Networks shall provide Client with notice prior to beginning activities that it will bill separately under this Agreement.

a) Malware, ransomware, wire fraud

Run Networks has several services that attempt to protect the client network. Even at its best performance, rogue email, websites, and Client negligence may be accessed by end users and lead to Malware, ransomware, or wire fraud. Run Networks is unable to prevent every possible attack or vulnerability. Run Networks will use commercially reasonable efforts to restore backups, and clean the network, but also reserves the right to charge for this service as needed.

b) Hardware failure and data restore

Data restores in case of hardware failure are considered a project and are billable at project rates.

c) Compliance Assessments and Audits

Compliance audits, questionnaires, and assessments including ISO, NIST and other compliance standards requested from cyber insurance, vendors, clients, other authoritative entities, are not included in Run Networks core Managed Support offering nor this Master Services Agreement. This process is time-intensive and leads to potential action items outside the scope of day to day network Management. Run Networks reserves the right to charge a project fee to complete audits and assessments. For further information see PSA Addendum D – Compliance Assistance Service below.

d) Unsupported Hardware

Run Networks reserves the right to exclude support on retail hardware, hardware below minimum standards, and outdated hardware. All supported server hardware should be under warranty through the manufacturer, and desktops should be less than 5 years old.