

MASTER SERVICES AGREEMENT (MSA) STANDARD TERMS & CONDITIONS

Bruce Clay, Inc. ("Consultant") with mailing address of POB 1338, Moorpark, CA 93021 is pleased to have the opportunity to provide services to the company or individual ("Client") specified in and executing a separate Agreement of Work ("AOW") with Consultant, located at the address as specified on that AOW. Each of Consultant and Client may be referred to herein individually as a "Party" and collectively, as the "Parties."

This Master Services Agreement ("MSA") is effective as of the date of any Client signature on any AOW (the "Effective Date"), it does not expire unless subsequently replaced, and it applies to all SOWs between Client and Consultant on or subsequent to the signature date of that individual AOW (this MSA, together with any SOWs or corresponding AOL, may be collectively referred to as the "Agreements"). Work performed by Consultant on behalf of Client in any such SOW will be identified as "Services" hereunder. In the event of a conflict between the terms and conditions of this MSA and the terms and conditions of the applicable SOW or AOW, the terms and conditions of this MSA shall control and be governing, except as expressly overridden by any terms and conditions of the applicable SOW or AOW.

1. Fees and Invoices

Except as otherwise provided in a SOW or AOW, all fees will be paid in United States Dollars at the appropriate exchange rate and are due on the dates specified in the AOW. Except as otherwise specified in a AOW, all fees are recurring or one-time minimum fees and all fees are earned in their entirety at the time of payment except as otherwise stated herein. If the Client disputes the delivery of Services, then late fees for only those non-disputed Services will be considered due with disputed fees suspended until the dispute is resolved. In recognition that Consultant does not want to extend credit to Client, any amounts that are thirty (30) days or more past due amounts will be subject to a finance charge equal to the lesser of the maximum amount permitted by law and one and a half percent (1.5%) per month for every month or part thereof. Once disputes are resolved then past due amounts begin to accrue finance charges as of the original due date unless otherwise agreed to by the Parties. All Consultant invoices that are not disputed in good faith within thirty (30) days of delivery will be considered to not be disputed and will be paid in full in accordance with the terms of the applicable SOW. Should multiple invoices for fees be paid late by the Client, then Consultant will notify Client and subsequent SOWs may require a deposit of two months Fees. Each SOW will state the proper invoice amounts and payment frequency or schedule. In all cases where fees are not paid by check the invoice amount will be processed and due approximately five days prior to the due date to allow funds to be fully received by Consultant no later than the invoice due date. In cases where payment is made by means other than ACH then the Client shall incrementally pay any appropriate fee for wire transfer, a convenience fee maximum of 3.5% for credit card, or check processing fees. ACH instructions are provided after execution of this MSA.

2. Business Expenses

Client will pay Consultant for all expenses and costs incurred, paid or allocated by Consultant in connection with performing the Services (the "Business Expenses") within 30 days after receipt

of Consultant's invoice; provided that any such Business Expenses are pre-approved by Client in writing. Consultant will submit receipts or other reasonable evidence of such Business Expenses accompanied by an itemized account of all expenses and costs to Client with each reimbursement request.

3. **Modifications and Additional Services**

In the event that Client requests that Consultant provide additional services not described in the applicable SOW (collectively, the "Additional Services"), the fees for such Additional Services will be at the designated Hourly Rate described in the individual SOW, or at a rate of \$400.00 USD per hour if no other rate is specified, for such Additional Services. Consultant shall give Client prior written notice that any additional requested services are considered Additional Services. Client recognizes that some Services may be altered per the individual SOW or addendums signed by both Parties, and that the Services may not be cancelled or suspended except per the provisions of Paragraph 4.

4. **Term and Termination**

a. Term

The Term of this MSA shall commence on the Effective Date identified in the earliest date in any AOW and remain in full force and effect whenever any SOW remains active between the Parties. The Term of each SOW will be the time period designated within such SOW ("Term"). Unless otherwise agreed to in a SOW executed by Client and Consultant, Client shall have an option to terminate that SOW with or without cause at the end of any Term period or extensions to that Term period upon the delivery of written notice to the other party at least thirty (30) days prior to the end of that Term or extension to Term period. Within these written notice requirements, at the completion of any Term as specified in a SOW, (i) each SOW will be extended (extension to Term) on a quarterly basis until cancelled by Client or Consultant with or without cause upon receipt of appropriate written notice of such termination, or (ii) until the SOW is replaced with another Agreement or addendum for those services.

b. Termination for Material Breach

In the event of a material breach of the terms of an Agreement by a Party, and such material breach is not cured by the breaching Party within thirty (30) days following written notification of such material breach from the non-breaching Party, the non-breaching Party may terminate or suspend any SOW at their option. If Client is the breaching Party and fails to cure such material breach within the thirty (30) day period set forth above, the balance of any unpaid fees along with any unpaid Business Expenses for the entire Term of any active SOWs will be due and payable in full as of the date of such termination for breach. If Consultant is the breaching Party and fails to cure such material breach within the thirty (30) day period set forth above, Client shall pay any prior unpaid Fees but not owe any future fees due under any

active SOWs from and after the date of termination. Neither Consultant nor Client may terminate an Agreement as a result of their own breach.

c. Automatic Termination

In the event Client will permanently cease business operation and (i) will become insolvent, (ii) will file for bankruptcy, or (iii) will suffer appointment of a temporary or permanent receivership for all or part of its assets, Consultant may terminate any or all of the Agreements upon written notice to Client, and all unpaid fees for the entire Term of any active SOWs shall become payable and fully due as of the date of such termination by Consultant.

d. Suspension of Services

In addition to the termination rights above, Client may suspend Consultant's performance of Services once during the Term of any active SOW, for a period not to exceed two (2) months in duration provided all Fees are paid in full prior to the suspension. During any such suspension, Client shall not be required to pay any new Fees for the time during the suspension period under the SOW; provided, however, that payment of such Fees shall resume in accordance with the SOW once the suspension has ended. The Term of the applicable SOW shall be extended to adjust for the suspended period.

In addition to the termination rights above, Consultant may suspend the performance of Services in the event Client fails to pay any undisputed Fees under an active SOW within ten (10) days after the date payment is due pursuant to the SOW. The Agreement fees continue to accrue during this suspension.

e. Effect of Termination

- i. If Client terminates a SOW for any reason other than Consultant's uncured breach under Paragraph 4(b), then Client will immediately pay Consultant for the undisputed Fees remaining due for any Services completed up until the date the SOWs are terminated ("Termination Date"), plus any unpaid Business Expenses actually incurred by Consultant prior to the Termination Date, as applicable, plus all Fees due until the Term completion of the SOW.
- ii. If Consultant terminates a SOW without cause at other than the agreed to Termination Date(s) in the SOW(s), then Client will only pay Consultant for all Services provided prior to the Termination Date, and all pre-approved Business Expenses actually incurred prior to the Termination Date, and (2) in the event that the Fees paid by Client prior to the Termination Date exceed the amount due for all Services provided and Business Expenses incurred prior to the Termination Date, the Parties acknowledge and agree that Consultant will refund that unearned portion of such Fees to Client within thirty (30) days of the termination date.

f. Survival

The following provisions of this MSA will survive any termination of one or more of the Agreements: Paragraphs 1, 2, 3, 4, 6, 7, 8(c), 9, 10, 11 and 12.

5. **Excuse for Nonperformance**

Except for a party's payment obligations, each party's obligation to perform Services hereunder will be excused without liability when prevented by strike, act of God, natural disaster, governmental action, accident, act of war, pandemic, act of terrorism or any other similar condition that is beyond its reasonable control and renders it impossible or materially impracticable to perform under one or more Agreement(s). Consultant will not be found to be in breach of its obligation to perform Services hereunder if such breach occurs because the Client (i) does not perform in accordance with Client's obligations under the Agreement(s), (ii) if the Client does not promptly implement changes suggested by Consultant, or (iii) if Client violates the search engine guidelines and best practices. Client's obligation to pay specified fees will continue in full and without disruption during any suspension pursuant to the foregoing sentences. Consultant will resume full performance of commercially reasonable efforts of its duties and responsibilities under one or more Agreement(s) as soon as practicable following cessation of such condition.

6. **Proprietary Information**

a. New Developments; Consultant Materials

As between Consultant and Client, except for Work Product (as defined in Subparagraph b of this Paragraph 6), all ideas, concepts, inventions and improvements coming within the scope of Consultant's business, conceived by Consultant's employees or independent contractors in connection with the provision of Services (collectively, the "New Materials") will be the sole and exclusive property of Consultant. Additionally, as between Consultant and Client, except for Work Product, all right, title, and interest in and to Consultant's Software (as defined below in this subparagraph a), trade secrets, know-how, tools (including, without limitation, the SEOToolSet[®]), methodologies, and processes related to the Services, including, without limitation, all copyrights, trademarks, trade names, and other proprietary rights inherent therein or appurtenant thereto (collectively referred to herein with the New Materials, as the "Consultant Materials") are and will remain the property of Consultant. Client acknowledges and agrees that Consultant is in the business of, among other things, consulting services, and that Consultant will have the right to provide services to third parties that are the same or similar to the Services, and to use or otherwise exploit the Consultant Materials in providing such services, provided that Consultant may not use any of Client's Work Product or Confidential Information to provide such services to third parties. The term "Software" means all computer programming code, formatting code, operating instructions (in source code and object code form), HTML, or databases or scripts that are either previously developed by Consultant, developed independently from the Agreement/s by Consultant or developed pursuant to the Agreement/s by Consultant.

b. Work Product; License

Upon full payment of all Fees for the relevant Services, the Consultant will (i) transfer and assign to Client full and exclusive right, title and interest in any deliverables developed for Client as part of the Services, including but not limited to newly created web pages and all web page modifications created by Consultant for Client pursuant to a SOW (collectively, the "Work Product"), it being understood and agreed by the Parties that such transfer and assignment will not include any rights in or to the Consultant Materials; and (ii) grant Client, at no additional cost, a perpetual, worldwide, royalty-free, irrevocable, non-transferable, non-exclusive license to use the Consultant Materials that are included in the Work Product that are not subscription based, or that are needed in order to use the Work Product, solely for the purpose of using, executing, reproducing, displaying, performing, distributing, and preparing derivative works incorporating the Consultant Materials in conjunction with the use of, the Work Product and the Website (as defined in the applicable SOW). To the fullest extent permitted under law, only when all fees are paid to Consultant all Work Product shall become the property of Client and shall be deemed to be a "work made for hire" (as defined in Section 101 of Title 17 of the United States Code). If fees are not paid within a six (6) month period, Consultant shall be immediately granted license, rights and ownership of the Website(s) Consultant has worked on. To the extent any Work Product that does not constitute Consultant Materials is (for any reason whatsoever) determined not to be "work made for hire", Consultant hereby irrevocably and exclusively assigns, transfers and conveys to Client usage rights in and to any and all Work Product, in perpetuity and without additional cost. This section serves as a Preliminary Notice of Consultants rights. Consultant hereby reserves for itself all rights in and to the Consultant Materials not expressly granted to the Client in this Paragraph. Each Party will reasonably assist the other in the preparation of, and will execute, such documents or papers that the other party may reasonably consider necessary or helpful to obtain or maintain, at the requesting party's sole expense, any patents, copyrights, trademarks or other proprietary rights that are the rightful property of the requesting Party.

7. **Use of Services; Exclusivity**

All Services, including, without limitation, all reports, summaries, information or recommendations prepared or issued by Consultant specific to the Website, are for the exclusive use of Client full time direct employees (excludes contractors) in connection with the Website. No other use is authorized under the Agreements. All reports, summaries, information or recommendations prepared or issued by Consultant hereunder will be deemed the Confidential Information of both Parties. Client understands that other search engine related marketing activities may interfere with the Services, or otherwise impede the efficacy of the Services, during the Term of the applicable SOW; therefore, (i) Client will not employ or engage any other search engine marketing services providers that Consultant reasonably determines provides services that are detrimental to the Services; and (ii) in the event Consultant reasonably determines that Client is employing or engaging a search engine marketing service that is detrimental to the Services pursuant to (i) above, Consultant will have no obligation with respect to any delay, results

or quality of services until exclusivity is reinstated; (iii) Consultant Agreement may not be terminated for any reason by Client until the completion of Term and fees will be promptly paid; and (iv) Consultant may terminate applicable SOWs at will.

8. Representations and Warranties; Disclaimer

a. Client Representations and Warranties

Client represents and warrants that (i) it has full authority to enter into the Agreements, (ii) the Client provided content of the Website(s) relevant to an applicable SOW does not infringe upon any third party copyright, trademark, patent, trade secret, or other third party right, (iii) Client will comply with all applicable laws, terms of use and with the conditions of applicable Internet search engines in connection with the Services, and (iv) Client will maintain its web business in a generally accepted and reputable manner.

b. Consultant Representations and Warranties

Consultant represents and warrants that: (i) it has full authority to enter into the Agreements, (ii) the Services will conform to the description of work to be performed in the SOWs and will be performed in a professional and workmanlike manner; (iii) that the Work Product will conform in all material respects to the written specifications agreed upon by the Parties, and that the Work Product and the Consultant Materials will not violate or infringe, except as a result of Client specifications, upon the any third party copyright, trademark, patent, trade secret, or other third party right so long as used in the manner contemplated by the Parties; (iv) Consultant will comply with all applicable laws and terms and conditions of applicable Internet search engines in connection with performing the Services, (v) Consultant will adhere to its Search Engine Optimization Code of Ethics posted on Consultant's website; and (vi) it will comply with all applicable laws and regulations in its performance under the Agreements.

c. DISCLAIMER

EXCEPT AS PROVIDED IN PARAGRAPH 8(b) WITH RESPECT TO CONSULTANT, CONSULTANT MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL REPORTS, SUMMARIES, INFORMATION OR RECOMMENDATIONS PREPARED OR ISSUED BY CONSULTANT, OR ADDITIONAL SERVICES, IF ANY, OR WITH RESPECT TO ANY OTHER MATTER HEREUNDER. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT FURTHER DISCLAIMS ANY WARRANTY REGARDING (A) THE COMMERCIAL SUCCESS OR COMMERCIAL PERFORMANCE OF THE WEBSITE, OR (B) THE RANKING OF THE WEBSITE ON ANY INTERNET SEARCH ENGINE.

9. LIMITATIONS OF LIABILITY AND DAMAGES

a. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY SPECIAL,

INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF THE AGREEMENT/S, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE; PROVIDED, HOWEVER, THAT THE LIMITATIONS IN THIS PARAGRAPH WILL NOT APPLY TO EITHER PARTY'S (I) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) INDEMNIFICATION OBLIGATIONS IN PARAGRAPH 11, OR (III) BREACH OF THE TERMS IN PARAGRAPHS 6 OR 10.

b. Liability Limit

The total liability of Consultant for any claim or damage arising from or otherwise related to the Agreement/s, whether in contract or in tort, will be limited to direct damages that will not exceed the greater of (A) the fees paid by Client in the month immediately preceding the event giving rise to liability or (B) the total unearned amount paid to Consultant by Client under the Agreements; provided, however, that the limitations in this paragraph will not apply to Consultant's (i) gross negligence or willful misconduct or (ii) breach of the terms in Paragraphs 6 or 10.

c. Fair and Reasonable Provisions

Client acknowledges and agrees that Consultant would not enter into the Agreements but for the limitations of liability and damages contained in this Paragraph 9, and that the right to receive the Services in exchange for the limitations in this Paragraph 9, and that all considerations, including the Term and Fees given by Client for the Services, constitute a bargain that is fair and reasonable.

10. Confidentiality

a. Confidential Information

The Parties agree that during the course of the Agreements, each Party may have access to or be exposed to (such Party hereinafter referred to as "Receiving Party"), directly or indirectly, confidential or proprietary information of the other Party ("Disclosing Party"), including, without limitation, the Consultant Materials, Client Website and network specifications, computer software, user information, data, knowledge, marketing plans, products, services, and costs, projections, and other financial information in oral, graphic, written, electronic, or machine readable form (collectively, the "Confidential Information"). Confidential Information will not include information that the Receiving Party can demonstrate (i) to have been rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of said information to the Receiving Party hereunder ("Time of Receipt"), (ii) to have been in the public domain prior to the Time of Receipt, (iii) to have become part of the public domain after the Time of Receipt by publication or by any other means except an unauthorized act or omission or breach of the Agreements on the part of the Receiving Party, its employees, or agents, or (iv) to have been supplied to the Receiving Party after the Time of Receipt without restriction by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence, or (v) to have been

independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

b. Obligations

Each Receiving Party will hold all Confidential Information of the Disclosing Party in strict confidence, and will not disclose or use any Confidential Information without the prior written consent of the Disclosing Party, except (i) as expressly permitted in the Agreements, or (ii) as may be required by law, provided that the Receiving Party has provided the Disclosing Party with adequate advance notice (where legally permissible) of the legal requirement to disclose the Confidential Information so as to allow the Disclosing Party to seek appropriate protective orders with respect to such disclosure, at the Disclosing Party's sole cost and expense. The Receiving Party will protect the Disclosing Party's Confidential Information by using measures at least as strict as those the Receiving Party uses to protect its own Confidential Information, but in no event less than a reasonable degree of care. Upon the termination of the Agreements, and upon the Disclosing Party's written request, Receiving Party will promptly return or destroy (and certify in writing to such destruction) all copies of the Disclosing Party's Confidential Information (except for (i) that portion of the Confidential Information that is required to be retained pursuant to applicable law and/or regulation, and/or (ii) Confidential Information stored on automatic computer back-up archiving systems); provided, however, that the confidentiality obligations contained in this Paragraph 10 will survive the expiration or sooner termination of the Agreements and shall remain in effect as long as the Receiving Party retains the Confidential Information of the Disclosing Party.

c. Remedies

The Parties expressly acknowledge and agree that the provisions contained in this Paragraph 10 are necessary for the protection of the Disclosing Party, that the Disclosing Party may not have an adequate remedy at law and may be irreparably harmed in the event that any of the provisions of this Paragraph 10 are not performed in accordance with their specific terms or are otherwise breached, and in the event of such breach, money damages may not sufficiently compensate the Disclosing Party for its injury. In addition to all other remedies available at law or in equity, the Disclosing Party will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach by the Receiving Party to an aggregate limit of three (3) months fees, and the Receiving Party hereby waives any requirement for the receiving or posting of any bond in connection with such remedy.

11. Indemnification

a. Mutual Indemnification

Each Party (the "Indemnifying Party") will indemnify, defend, and hold the other Party (the "Indemnified Party") harmless from and against any demand, cause of action, debt, or liability, including interest, penalties, court costs, and reasonable attorneys' fees (collectively, "Losses"), based upon any third party claim or suit against the Indemnified Party arising out of, or related to, the Indemnifying Party's breach of any provision of the Agreements

(including without limitation the representations and warranties set forth in Section 8 by the Indemnifying Party), except to the extent such Losses are caused by the negligence, gross negligence, recklessness, or willful misconduct of the Indemnified Party.

b. Notice

In claiming any indemnification hereunder, the Indemnified Party will promptly provide the Indemnifying Party with written notice of any claim that the Indemnified Party believes falls within the scope of this Paragraph 11. The Indemnified Party will use its commercially reasonable best efforts to cooperate with the Indemnifying Party in any such defense. If the Indemnified Party elects to have the Indemnifying Party defend a Claim, the Indemnifying Party may control the defense of the claim, provided, that any settlement or other resolution may not, without the Indemnified Party's written approval, compromise the position of the Indemnified Party by admissions, statements, or conduct in a way that could prejudice the Indemnified Party or otherwise materially inhibit the Indemnified Party's ability to legally conduct business. The Indemnified Party may elect to have counsel present or otherwise participate in the defense of a claim at its own expense.

12. General

a. Assignment; Subcontractors

The rights and obligations of the Parties under the Agreements may not be assigned or transferred by a Party without the prior written consent of the other Party, except in connection with a sale or merger of the assigning Party after delivery of prior written notice of such assignment. Consultant may use subcontractors in connection with providing the Services pursuant to the Agreements, provided however that Consultant shall, in accordance with the Agreements, remain liable for the acts and omissions of such subcontractors as though Consultant itself had acted or failed to act.

b. Arbitration

If any dispute arises concerning the interpretation, validity or performance of the Agreement(s), or any of its terms and provisions thereof, then the parties agree to work in good faith to resolve any such dispute before resorting to the invocation of the arbitration right set forth below. In the event the parties are unable to resolve their dispute in a reasonable amount of time, but no less than forty-five (45) days from the non-breaching party's written notice and description of breach to the other party, then the parties will exclusively submit such dispute for binding determination before an arbitrator ("Arbitrator") selected by JAMS, Inc. or another arbitration provider mutually acceptable to the parties. The arbitration shall occur in the State of California. The arbitration shall be limited to the terms of this MSA and any appropriate SOWs. The parties agree that by agreement to binding arbitration, they are giving up the rights they may otherwise have to a trial by a court of a jury and all rights of appeal. Pending resolution of any arbitration proceeding, either party may apply to any court of competent jurisdiction for any provisional remedy, including but not limited to a temporary restraining order or a preliminary injunction, but excluding any dispute

relating to discovery matters, and for enforcement of any such order. The application for or the enforcement of any provisional remedy by a party will not operate as a waiver of this agreement to submit a dispute to binding arbitration.

c. Governing Law and Jurisdiction

The Agreements will be governed in all respects by the laws of the State of California, without regard to the conflict-of-laws provisions of such state. The parties hereby irrevocably submit to the exclusive jurisdiction of the state or federal courts of the State of California.

d. Relationship of Parties

The Parties agree and acknowledge that Consultant is an independent contractor of Client. The Agreements will not be deemed to create a partnership or joint venture between the Parties and neither Party is the other's agent, partner, employee or representative. Consultant retains the sole and exclusive right to control or direct the manner or means by which the Services are to be performed. Except as set forth in Paragraph 6(a), nothing in the Agreements will limit or interfere with Consultant's ability to provide consulting services that are similar to the Services or the Additional Services. Client hereby grants permission for Consultant to publish or use its organization logo, registered mark, and employee likeness for advertising purposes connected with the business of Consultant without further permission or acquiescence by the Client provided the use is consistent with other published uses and that Consultant shall not make any claims that imply a testimonial relationship.

e. Attorneys' Fees

Should a dispute between the Parties relating to the Agreements result in litigation or arbitration, the prevailing Party will be entitled to recover reasonable attorneys' fees and costs, not to exceed the amount allowed per Paragraph 9; or (ii) no fees for in-house counsel employed by parties; whichever is less.

f. Notices

Form of Notice. All notices and other communications must be in writing.

Method of Notice. Notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail, or to the address that a Party has notified the other Party to serve as that Party's notice address for the purposes of this Subsection (e).

Receipt of Notice. A Notice given in accordance with this Agreement will be effective upon receipt by the Party to which it is given or, if mailed via first-class registered or certified mail, upon the earlier of receipt or the fifth business day following mailing.

Additional Services may be verbally requested by Client and without obligation to provide notice under this Subsection (e).

g. Recording Communications

Each Party hereto consents to the monitoring or recording, at any time and from time to time, by the other Party of any and all communications between officers or employees of the Parties, waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording.

h. No Waiver of Performance

Failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreements will not be construed as a waiver of any right accruing under the Agreements, nor affect any subsequent breach, nor affect the effectiveness of the Agreements or any part hereof, nor prejudice either Party with respect to any subsequent action.

i. Entire Agreement

The Agreements (including this MSA and any SOW) constitute in aggregate the entire agreement between Client and Consultant with respect to the subject matter hereof, and no representation or statement not contained in the Agreements will be binding upon Consultant or Client as a warranty or otherwise. The terms of this Agreement and any Statement of Work shall prevail over any terms or conditions contained in any other documentation (including but not limited to: invoices or receipts or the like) and expressly exclude any general terms and conditions contained in any Consultant documentation or website. In the event of a conflict between the terms and conditions of this MSA and the terms and conditions of the applicable SOW, the terms and conditions of this MSA shall control and be governing, except as expressly overridden by any terms and conditions of the applicable SOW. If any provision (or part thereof) of the Agreements is determined by a court of competent jurisdiction, government action or binding arbitration, to be invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreements will remain in full force and effect and bind the Parties according to its terms. Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, obligations, or liabilities under or by reason of this Agreement on any person other than the Parties hereto or their respective successors or assigns. The Agreements may be executed in multiple electronic or original counterparts, all of which together will constitute one original document.

IN WITNESS WHEREOF, the Parties as shown on each AOW have accepted and by reason of that signature executed this Master Services Agreement as of the Effective Date as evidenced by the acceptance initials and signature of its duly authorized representative in the accompanying AOW or AOWs.

Effective Date April 1, 2023. As new versions become available they will have designation of date in their URL of YYYY-MM-DD. The URL without a date will redirect to the current version.

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BRUCE CLAY®