

**LevCo Technologies**

**MASTER IT SERVICES AGREEMENT**

This IT Services Agreement (this “Agreement”) is entered into on the <date of quote> (the “Effective Date”) by and between **LevCo Technologies**(“LCT”), having its principal place of business at 601 21st Street Suite 300 Vero Beach Florida FL 32960 and (“Client”)

**BACKGROUND**

LCT provides Hosting Services (as defined herein) and Support Services (as defined herein). Client desires to engage LCT to perform the Hosting Services and Support Services described herein at LCT’s Hosting Site and for Client’s Software described on Exhibit “A,” attached hereto and incorporated by this reference (the “Client Software”). LCT desires to provide the Hosting Services and Support Services to Client pursuant to the terms hereof.

**AGREEMENT**

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Services. During the Term (as defined herein), LCT agrees to provide Client the following Hosting Services and Support Services (collectively, the “Services”):

(a) Hosting Services. LCT provides the hardware, software, operations, and services set forth on the accepted quote attached hereto and incorporated by this reference (the “Hosting Services”). LCT will provide Client with the Hosting Services selected by Client in the Statement of Work (as defined herein) in connection with hosting the Client Software at the locations specified by Client listed on accepted quote the specific Hosting Services selected by Client will be described in greater detail in a Statement of Work between the parties, substantially in the form attached hereto as accepted quote and incorporated by this reference (the “Statement of Work”). Upon execution of the Statement of Work, LCT will commence performing the Hosting Services selected by Client for the Term.

(b) Support Services. LCT provides those support services listed on Exhibit “B” (the “Support Services”). LCT will provide Client with the Support Services selected by Client in the Statement of Work in connection with the Hosting Services for the Client Software at the locations specified by Client listed on Exhibit “A.” The specific Support Services selected by Client will be described in greater detail in the Statement of Work between the parties. Upon execution of the Statement of Work, LCT will commence performing the specific Support Services selected by Client for the Term.

2. Fees and Payments.

(a) Fees.

(i) Nonrecurring Fees. Upon execution of this Agreement, Client will pay LCT a one-time installation and set-up fee of zero and 00/100 Dollars (\$0.00).

(ii) Recurring Fees. LCT will charge Client the recurring fees for the Hosting Services and Support Services listed on Exhibit “B” for the Services selected by Client. After the Initial Term, Client acknowledges that the fees listed on the Exhibit “B” may be changed by LCT in its sole discretion upon thirty (30) days’ written notice from LCT: provided, however, any increase in fees shall only be made once within any twelve month term and in the event of any such increase, Section 6 notwithstanding, Client may elect to terminate this agreement by giving advance written notice to LCT within thirty (30) days following receipt of the notice of fee increase, which termination shall be effective on the thirtieth day following such notice or the proposed effective date of the fee increase, whichever is later.

(b) Billing. LCT will bill Client each month for the Services performed during the prior month.

(c) Due Date. All payments of the recurring fees are due fifteen (15) days from the date of the invoice (the “Due Date”).

(d) Late Payments. For any payments not received by LCT within ten (10) days after the Due Date, Client will pay a late charge of five percent (5%) of such overdue amount. In addition, monthly payments and late charges not paid within twenty (20) days after the Due Date will accrue interest at the annual rate of eighteen percent (18%) or the highest rate permitted under Florida law, whichever is lesser. In the event any payments are not paid by the twenty-first (21<sup>st</sup>) day after the Due Date, Client acknowledges that LCT may interrupt or suspend the Services without any liability.

3. Changes in the Statement of Work. Client shall promptly provide LCT with written notice of any cancellation, increase, decrease or other change in the Services set forth on a Statement of Work. The parties acknowledge that a new Statement of Work shall be executed by the parties in the event the Services are altered in any way during the Term. Each Statement of Work will require the parties to affirm and renew the terms of this Agreement.

4. Client Covenants, Representations, and Warranties. In addition to the other promises and covenants contained herein, Client hereby:

(a) Agrees to consult with LCT on any new expansion, upgrades, or changes in Client’s Software, computer or network systems. Client is hereby advised that considerable time and effort may be required to install and configure equipment purchased from other vendors, which is not compatible with Client’s existing hardware/software. In some cases, compatibility problems may *not* be resolved.

(b) Agrees to provide and shall be responsible for the payment of one hundred percent (100%) of the cost for any replacement of the hardware and/or software required to maintain an on-line working status.

(c) Agrees to maintain the space where its computer and network space (the “Space”) are located in an orderly manner and shall be responsible for the removal of trash, packing, cartons, etc. for the Space. In addition, Client shall maintain the Space in a safe condition, including, but not limited to, the preclusion of storing combustible materials in the Space.

(d) Represents and warrants that it is the owner or legal custodian of the Data (as hereafter defined) transmitted to LCT pursuant to the terms of this Agreement and that Client has full authority, including, without limitation, under all export control and data protection laws and regulations of the United States and each country where the Data transmitted to LCT is located, to transmit said Data and direct its disposition in accordance with LCT's services and the terms of this Agreement. Client agrees to fully indemnify and hold harmless LCT, its employees, owners, officers, directors and agents for any and all liability, cost or expense (including litigation expenses and reasonable attorney's and paralegal's fees and costs, including such costs and fees on appeal, if any), arising out of LCT's possession of Data. For purposes of this Agreement, "Data" means the electronic medical data of the Client or Client's customers stored on LCT's servers.

(e) Represents and warrants that: (i) it has obtained all necessary approvals and consents to perform its obligations under the terms of this Agreement; and (ii) it is duly organized, validly existing, and in good standing under the laws of its state of organization and has full corporate power and authority to conduct its business as conducted on the date hereof.

(f) Agrees to use commercially reasonable security precautions in light of Client's use of the Services, including encrypting any PII (as hereafter defined) transmitted to or from, or stored on, the LCT servers or storage devices. Client must comply with the laws applicable to Client's use of the Services and with LCT's policies and procedures that LCT may have in place from time to time. Client must cooperate with LCT's reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement. Client must provide LCT with accurate information to help LCT determine if any tax is due with respect to the provision of the Services. For purposes of this Agreement, "PII" means (i) any information that identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), and (iii) any "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5. Term. This Agreement will become effective on the Effective Date, and shall be for an initial term of one (1) year(s) (the "Initial Term"). After the end of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the Term. Notwithstanding the foregoing, either party has the right to terminate this Agreement as provided in Section 6.

6. Termination. Either party may terminate this Agreement prior to the end of a Term upon the occurrence of any of the following circumstances:

(a) the breach by the other party of any material term or condition contained herein and the failure to cure such breach within ten (10) days of receipt of written notice of such breach, or the commencement of a good faith effort to cure if such breach cannot be cured within ten (10) days;

(b) at any time, without cause, upon ninety (90) days written notice to the other party;

(c) failure to pay any amount due within thirty (30) days of the applicable Due Date;

(d) the dissolution of either party to this Agreement;

(e) if either party to this Agreement applies for or consents to the appointment of a receiver, trustee, or liquidator of such party, or all or a substantial portion of its assets; files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, files a petition or answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law; or if a judgment, order, or decree is entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or insolvent; and such event continues unstayed or in effect for a period of thirty (30) consecutive days; or

(f) upon any change in any law or regulation which makes this Agreement illegal under state or federal law.

Upon termination of this Agreement for any reason, LCT shall have the right to remove any equipment or other property that has been installed or placed at Client's location for the performance of the Services hereunder. LCT shall have the right to remove such equipment or other property including, but not limited to, all trade fixtures, within thirty (30) days of the effective termination or expiration date of this Agreement. If Client terminates the Agreement without cause under Section 6(b) or if LCT terminates the Agreement for cause, in addition to other amounts Client may owe, Client must pay an early termination fee equal to the monthly recurring fees for the remaining portion of the then-current Term. However, if Client terminates this Agreement pursuant to the provisions of Section 2(a)(ii) by reason of an increase in fees charged by LCT, then no termination fee shall be payable by Client.

#### 7. License and Proprietary Rights.

(a) License of Client Software. In order to perform its obligations under this Agreement and each applicable Statement of Work, Client hereby grants to LCT, and LCT accepts from Client, a non-exclusive, worldwide and royalty free license to copy, display, use and make available to Client, the Client Software, solely for the benefit of Client in accordance with the terms of this Agreement.

(b) Ownership. Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client Software and all legally protectable elements, derivative works, modifications and enhancements thereto, whether or not developed by LCT, Client or any contractor, subcontractor or agent LCT or Client. Client shall be solely responsible for providing, updating, uploading and maintaining the Client Software.

#### 8. Confidential Information.

(a) Each party agrees that any "Confidential Information" disclosed by a party (the "Discloser") is considered to be trade secrets, confidential, proprietary and not readily accessible to the public. The party in receipt of the Confidential Information ("Recipient") acknowledges that the Discloser's Confidential Information represents a legitimate, valuable and protectable interest. Therefore, Recipient agrees not to disclose or improperly use Discloser's Confidential Information, except as may be reasonably necessary to accomplish the business objective of this Agreement. The term "Confidential Information" includes any information that is not publicly known, including, but not limited to, trade secrets, fee schedules, vendors, financial statements, other financial information relating to Discloser, and anything not publicly known and which gives Discloser a business or competitive advantage. Confidential Information does not include any information which is publicly known or independently developed by Recipient. In the event of any termination of this Agreement, Recipient shall promptly return to Discloser all of

Discloser's Confidential Information, including any copies thereof. This Section shall survive the expiration or termination of this Agreement for any reason.

(b) Disclosure of Confidential Information is not prohibited if such disclosure is compelled pursuant to a legal proceeding or is otherwise prescribed by law. If Recipient receives a request to disclose any Confidential Information, whether pursuant to a valid and effective subpoena, and order issued by a court or other governmental authority of competent jurisdiction, or on advice of legal counsel that disclosure is required under applicable law, Recipient agrees that, prior to disclosing any Confidential Information, Recipient shall (i) give Discloser reasonable notice of the existence and details of such request or advice, (ii) reasonably cooperate with Discloser in taking legally available steps to resist or narrow any such request or to otherwise eliminate the need for such disclosure, and (iii) if disclosure is required, use its best efforts and full legal force and effect to obtain a protective order or other reliable assurance that confidential treatment shall be afforded to such portion of the Confidential Information that is required to be disclosed.

(c) Recipient acknowledges that any breach of this Section will irreparably harm Discloser and that damages at law shall be an insufficient remedy to Discloser if Recipient violates the terms of this Section. Accordingly, in the event of a breach, or threatened breach, of this Section by Recipient, Discloser is entitled to promptly seek injunctive relief, without bond, in addition to any other remedies that Discloser may have at law or in equity. In any action or proceeding by Discloser to obtain a temporary restraining order and/or preliminary injunction, Recipient hereby agrees to waive the necessity of Discloser's posting an injunction bond in order to obtain the temporary restraining order and/or preliminary injunction. Recipient hereby agrees to pay all costs of enforcing the terms of this Section, including reasonable attorneys' fees and such costs and fees incurred on any appeal or in connection with any bankruptcy or other insolvency proceedings.

9. Prohibition Against Solicitation.

(a) During the Term of this Agreement, and for a period of twelve (12) months following the termination of this Agreement, regardless of the reason for such termination, Client shall not, directly or indirectly, hire, retain, solicit, induce or attempt to induce any of LCT's employees or independent contractors to leave the employment or engagement of LCT. The period of time during which Client is prohibited from engaging in certain business practices pursuant to this Section shall be extended by the length of time during which Client is in breach of such covenant.

(b) Client understands that the restrictive covenant set forth in this Section is an essential element of this Agreement and that, but for Client's agreement to comply with such covenant, LCT would not continue to perform the Services. Client acknowledges that the restrictive covenant in this Section: (i) is reasonable, appropriate, and necessary for the protection of LCT when considered in light of the nature and extent of the Services rendered by LCT; and (ii) shall not result in an unreasonable deprivation of Client to earn a living. The existence of any claim or cause of action that Client may have against LCT shall not constitute a defense to the enforcement by LCT of the restrictive covenant contained in this Agreement.

(c) Client acknowledges that any breach of this Section by Client will irreparably harm LCT and that damages at law shall be an insufficient remedy to LCT if Client violates the terms of this Section. Accordingly, in the event of a breach, or threatened breach, of this Section by Client, LCT is entitled to promptly seek injunctive relief, without bond, in addition to any

other remedies that LCT may have at law or in equity. In any action or proceeding by LCT to obtain a temporary restraining order and/or preliminary injunction, Client hereby agrees to waive the necessity of LCT's posting an injunction bond in order to obtain the temporary restraining order and/or preliminary injunction. Client hereby agrees to pay all costs of enforcing the terms of this Section, including reasonable attorneys' fees and such costs and fees incurred on any appeal or in connection with any bankruptcy or other insolvency proceedings.

10. Limitation of Liability. IN NO EVENT SHALL LCT, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO CLIENT IN EXCESS OF THE AMOUNTS PAID BY CLIENT TO LCT PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL LCT HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF LCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

CLIENT AGREES THAT THE SERVICES ARE NOT INTENDED TO PROVIDE DIAGNOSES, PRACTICE GUIDELINES, ADVICE, OR PROTOCOLS FOR DELIVERING MEDICAL CARE. CLIENT FURTHER AGREES THAT NOTHING IN THE SERVICES OR ANYTHING ELSE PROVIDED PURSUANT TO THIS AGREEMENT CONSTITUTES OR IS INTENDED TO BE MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL KNOWLEDGE OR JUDGMENT. CLIENT FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY IT IS ACCURATE AND THAT ALL BILLING INFORMATION DELIVERED BY CLIENT TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR SHALL BE ACCURATE AND COMPLETE. NEITHER LCT NOR ITS VENDORS SHALL HAVE ANY RESPONSIBILITY AS A RESULT OF THIS AGREEMENT FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN RENDERING MEDICAL CARE OR FOR INFORMATION PROVIDED TO INSURANCE COMPANIES, GOVERNMENTAL AGENCIES, OR OTHER PAYORS.

11. Warranty. LCT warrants to Client that: (i) LCT has the right and authority to enter into and perform its obligations under this Agreement; and (ii) the Services shall be performed by qualified personnel in a manner consistent with good practice in the information technology services industry. If LCT breaches this warranty, it shall supply Services to correct or replace the work at no charge. LCT does not promise that the Services will be uninterrupted, error-free, or completely secure. Client acknowledges that there are risks inherent in Internet connectivity that could result in the loss of Client's privacy, Confidential Information, Data, and property. THE REMEDY SET FORTH IN THIS SECTION IS CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. LCT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnification.

(a) Cross Indemnity. Each party (“Indemnifying Party”) shall each indemnify, defend and hold the other party (“Indemnified Party”) harmless from all claims, damages, demands, liabilities, costs and expenses incurred by Indemnified Party arising by reason of any claim for personal injury or property damage, to the extent caused by the negligence or willful misconduct of the Indemnifying Party; provided, however, that Indemnified Party gives Indemnifying Party: (i) prompt written notice of any such claims; failure or delay to so notify Indemnifying Party shall not relieve Indemnifying Party from any liability hereunder so long as the failure or delay shall not have prejudiced the defense of such claim; (ii) reasonable assistance in defending the claim; and (iii) sole authority to defend or settle such claim.

(b) Intellectual Property Indemnity. Client agrees to indemnify, defend and hold harmless LCT from all claims, damages, losses, demands, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to any third-party claims alleging that the Client Software infringes a third person's copyright, trade secret, patent or other intellectually property laws. Upon receiving notice of an infringement claim, Client may, in its sole discretion, (i) modify the allegedly infringing item to be non-infringing without materially impairing its functionality, (ii) replace the allegedly infringing item with a non-infringing item of substantially equivalent functionality, or (iii) obtain for the right to continue to use the item in accordance with the terms of this Agreement.

13. Suspension of Services. Client agrees that LCT may suspend the Services without liability if: (i) LCT reasonably believes that the Services are being used in violation of the Agreement or the Statement of Work(s); (ii) Client fails to cooperate with LCT’s reasonable investigation of any suspected violation of the Agreement or the Statement of Work(s); (iii) there is an attack on Client’s server(s), Client’s server is accessed or manipulated by a third party without Client’s consent, or there is another event for which LCT reasonably believes that the suspension of Services is necessary to protect the LCT network or its other clients; or (iv) required by law. LCT will give Client advance notice of a suspension under this Section of at least twelve (12) business hours (8:30 a.m. to 5:30 p.m. EST (or Eastern Daylight Savings Time)) unless LCT determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect LCT or its other clients from imminent and significant operational or security risk.

14. HIPAA Compliance. The parties agree to comply with the applicable provisions of HIPAA, the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the “Federal Privacy Standards”), the Electronic Transaction Standards (45 CFR Parts 160 and 162) the Security Standards (45 CFR Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), Public Law 111-05 and regulations promulgated thereafter. The parties agree to enter into a reasonable Business Associate Agreement to ensure compliance with HIPAA and the HITECH Act.

15. Unauthorized Access to Data or Use of the Services. LCT is not responsible to Client for unauthorized access to the Data or the unauthorized use of the Services unless the unauthorized access or use results from LCT's failure to meet its security obligations stated in the Agreement. Client is responsible for the use of the Services by any employees, contractors or consultants of Client, any person to whom Client has given access to the Services, and any person who gains access to the Data or the Services as a result of Client’s failure to use reasonable security precautions, even if such use was not authorized by Client.

16. Export Controls. None of the Services or underlying information or technology may be downloaded, exported, or re-exported into any country to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department’s list of specially designated nationals or the U.S. Commerce Department’s Table of Deny Orders. By using the Services, Client is agreeing to the foregoing and Client is representing and warranting that Client is not a national resident of, or located in or under the control of, any country subject to such export controls.

17. Miscellaneous.

(a) Dispute Resolution. Any dispute, controversy, or claim between the parties arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by binding arbitration in accordance with then current arbitration rules of the American Arbitration Association (the "AAA") by a sole arbitrator appointed by the parties, or if the parties cannot agree upon an arbitrator, by an arbitrator appointed by the AAA. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, to the exclusion of any provisions of state law inconsistent therewith or which would procure a different result. The place of arbitration shall be Cook County, Illinois, at any location as the arbitrator directs, having due regard for the convenience of the parties, witnesses and arbitrator. The arbitrator shall determine the rights and obligations of the parties according to the substantive law of the State of Illinois, excluding conflict of law principles, and shall give effect to the applicable statute of limitations. The arbitrator may make final, interim, interlocutory and partial awards, and may grant any remedy or relief which the arbitrator deems just and equitable and within the scope of Agreement of the parties, including, but not limited to specific performance and the awarding of attorneys' fees and costs, but the arbitrator is not empowered to award damages in excess of liquidated or actual damages, whichever is applicable, nor is the arbitrator empowered to award punitive damages. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. The provisions of this Section will survive any termination, amendment or expiration of this Agreement, unless otherwise expressly agreed in writing. The provisions of this Section shall not limit LCT's right to seek injunctive relief through the court system to enforce its rights pursuant to this Agreement.

(b) Amendment. This Agreement shall not be amended or modified except by a writing executed by an authorized representative of both parties. Also any statements in the associated "Quotevalet" quote will and can supersede and items in this MSA

(c) Approvals. Whenever any party is requested under this Agreement to give its approval to a matter, such approval shall not be unreasonably withheld.

(d) Assignment. Neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder, except that LCT may assign or transfer this Agreement to a successor entity in the event of a merger, consolidation, transfer or sale of all or substantially all of the assets of LCT, provided that in the case of any such assignment or transfer, this Agreement shall, subject to the provisions hereof, be binding upon and inure to all benefit of such successor entity and such successor entity shall discharge and perform all of the obligations of LCT hereunder.

(e) Severability. In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions shall not be affected.

(f) Waiver. The waiver by a party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. The subsequent acceptance by a party of performance by the other shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement, other than failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement, with a counterpart being delivered to each party hereto.

(h) Waiver of Jury Trial. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR PROVISIONS OF THIS AGREEMENT. NO PARTY SHALL SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE TERMS AND PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THE TERMS AND PROVISIONS HEREOF SHALL NOT BE SUBJECT TO ANY EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE TERMS AND PROVISIONS OF THIS SECTION WILL NOT BE ENFORCED FULLY IN ALL INSTANCES.

(i) Force Majeure. Neither party is liable for any default or delays in the performance of its obligations under this Agreement or any Statement of Work (excluding payment obligations hereunder or hereunder) if a Force Majeure Event occurs. A "Force Majeure Event" means an act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of a party.

(j) Attorney's Fees and Costs. Should legal action ever be necessary in order to enforce the terms of this Agreement, the prevailing party will be entitled to receive from the other party all costs incurred in connection therewith, including reasonable attorney, legal assistant, investigator and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

(k) Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Illinois. Venue for any action commenced under this Agreement shall be Cook County, Illinois.

(l) Entire Agreement. This Agreement represents the entire understanding of the parties concerning the subject matter hereof and supersedes all prior communications, agreements and understandings, whether oral or written, relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have signed and executed this Agreement and have caused this Agreement to become effective as the Effective Date.

*Digital Signature on the Acceptance site*