



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered between Thor Solutions, Inc. d/b/a Alvaka Networks with its principal office at 2 Executive Circle, Suite 210, Irvine, CA 92614, (“**Alvaka**”) and the Client.

RECITALS

Alvaka is a computer consulting company. The services that Alvaka offers relate to many facets of designing, assessing, implementing, managing and securing business computer and network systems. For this reason, Alvaka has created this Agreement to be the controlling agreement for all service engagements between Alvaka and Client. Alvaka’s services include network consulting and engineering services provided on a time and materials basis. In addition, Alvaka’s Advanced Network Management Services are part of Alvaka’s core business and involve the constant monitoring and proactive management of computer network systems. These services are designed to work toward the detection, diagnosis and resolution of real or potential network problems before and after they occur. The Advanced Network Management Services are sometimes referred to in this Agreement as “Managed Services”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

a. Alvaka agrees to provide services as described in one or more agreed Attachments (the “**Services**”). The initial Services to be provided under this Agreement are set forth in the Attachment attached to this Agreement. Each Attachment will define the services that Alvaka will provide, the duration of the Attachment, the prices charged, payment terms, and other terms and conditions.

b. Services may be added or modified through a mutually executed new Attachment or through other formal or informal means, including without limitation by purchase orders, work orders, project plans, letters of engagement, quotes, e-mail requests for Services, and Services requested through an online portal. Alvaka is entitled to rely on requests for additional Services made by any Client user, including requests for on-site Services and Services outside of Regular Business Hours (as defined below). In all cases, additional or modified Services will be governed by the terms of this Agreement. The term “Attachment” hereunder refers to an Attachment signed by both parties, as well as to any other document or communication that specifies the agreed scope and fees of Services provided by Alvaka.

c. Unless otherwise agreed by Alvaka in an Attachment, Services will be provided during “Regular Business Hours”, defined as weekdays between 8:00 a.m. and 5:00 p.m. Pacific Time, excluding holidays on which Alvaka is closed. Alvaka may charge a higher, premium rate for work done outside of Regular Business Hours.

d. Alvaka may specify in an Attachment an estimated date for beginning the Services. Any such estimated date is made for project planning purposes only and is not a guarantee; Alvaka may revise an estimated start date at any time if the assumptions upon which Alvaka relied in determining its initial estimate change, or if Client fails to provide required information, assistance, and/or decisions.

e. For certain Managed Services (but only if expressly agreed on an Attachment), Alvaka will maintain a centralized “**Service Desk**” to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Service Desk if such Managed Services are provided. The Service Desk must be contacted by Client in the manner communicated by Alvaka to Client from time to time. The Service Desk is typically staffed during Regular Business Hours. Service Desk support after Regular Business Hours will be provided only if agreed by the parties as indicated on an Attachment. Client will designate one main and one backup authorized contact for screening end-user requests for support and to determine level of service needed before reporting technical issues to the Service Desk.

f. Alvaka does not provide warranty service (including extended warranty and maintenance service) for any third party hardware or software unless expressly agreed in an Attachment by Alvaka. Alvaka strongly recommends that Client maintain its hardware and software under warranty or extended warranty/maintenance (for some Services, Alvaka may **require** that Client maintain its systems under warranty or extended warranty/maintenance). Client may request that Alvaka provide certain items and services that are also covered under the manufacturer’s warranty in order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on Client’s manufacturers’ warranty.

2. CLIENT’S DUTIES AND RESPONSIBILITIES. Client will, at its own cost:

a. Provide reasonable access for Alvaka’s personnel to information and the assistance of informed personnel required by Alvaka to carry out the Services hereunder. Client will cooperate with Alvaka in a professional and courteous manner. Client will for example reboot servers or monitoring agents upon request of Alvaka; if Client does not wish to perform such functions, then if necessary Alvaka will come on site and additional fees will apply.

b. Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, Alvaka will not be obligated to provide the Services and/or may increase fees for the Services to reflect the higher cost of supporting Client.

c. Maintain Client’s environment within all device and hardware manufacturer recommendations, including without limitation avoiding electromagnetic interference and other disruptive forces, and providing proper ventilation and appropriate computer system operating temperatures.

d. Acquire and maintain appropriate software licenses, unless otherwise agreed to in an Attachment. Upon request, Client will provide Alvaka copies of licenses and related warranties and support contracts.

e. Ensure that all backups are performed and in good working order, unless Alvaka is specifically contracted to provide this Service and agrees in an Attachment to take primary responsibility for this specific task. In any case Alvaka cannot be responsible for the loss of data or for data integrity for any reason. If Client has concerns about the performance of its backup systems, Alvaka must be immediately advised in writing.

f. Be solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client data, information, and materials.

g. Comply with all applicable federal, state, local and foreign laws, rules and regulations in connection with its use of the Services and of its IT systems.

h. Provide all necessary information when requesting technical support. This information includes but is not limited to: (i) name of the end user experiencing issue; (ii) location of end user and computer; (iii) contact information for end user; and (iv) detailed description of the issue.

i. If Services are performed at Client's place of business, furnish full and safe access to Client's office, network and systems for Alvaka's personnel. Client will also provide access cards/keys, adequate parking, internet access, and reasonable work space. Client shall notify Alvaka of any health or safety hazards that may exist at Client's location and provide and/or recommend safety procedures to be followed.

j. Provide any and all passwords necessary for Alvaka's employees to perform requested tasks. Alvaka may request a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems. Client acknowledges that in approving a unique administrative password to Alvaka and its employees that Client assumes full responsibility and any liability resulting from that decision, unless due to Alvaka's willful misconduct or gross negligence.

k. Client agrees not to: (1) use or allow use of the Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) reverse engineer, decompile, disassemble, modify or change any portion of software provided to Client by Alvaka in connection with the Services ("**Software**"), or attempt to do any of the foregoing.

3. ALVAKA'S DUTIES AND RESPONSIBILITIES; EXCLUDED SERVICES. Alvaka is responsible only for providing the specific Services described in Attachments. Alvaka is agreeing to provide the Services either off-site and/or on-site, and/or a combination thereof at Alvaka's discretion. The Services specifically described in Attachments shall be delivered to Client as described in Attachments. AT NO TIME WILL ALVAKA BE RESPONSIBLE FOR PROVIDING ANY OTHER SERVICES, UNLESS BOTH PARTIES APPROVE THE ADDITIONAL SERVICES AND AGREE ON AN ATTACHMENT TO THIS AGREEMENT.

4. FEES AND PAYMENT

a. Client shall pay Alvaka the fees and other amounts set forth in the Attachment(s). Unless otherwise agreed on an Attachment, all setup fees and recurring fees for Managed Services are payable in advance of the Services. Alvaka may in its sole discretion require that a portion or all amounts due for hardware and software purchases be paid in advance of Alvaka's ordering of such hardware or software, and/or on a COD basis.

b. For Services provided that are not Managed Services, unless otherwise agreed on an Attachment, Alvaka's standard rates will apply, with time billed in 15 minutes increment. A 2-hour minimum for each matter plus standard travel charges will apply for on-site engagements. Alvaka may, but is not required to, provide requested Services.

c. Invoice terms are subject to Client being approved for credit, and Client agrees to sign credit check authorization forms provided by Alvaka. All invoices are due within 10 days after the date Client receives the invoice, unless otherwise set forth on an Attachment. All payments under this Agreement shall be made in United States dollars and are non-refundable. Late payments are subject

to interest at the rate of 18% annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client's agreement to any Attachment constitutes a valid purchase order for the Services associated with that Attachment including any additional Services performed related to but outside the scope of that Attachment.

d. Client agrees to pay all federal, state, local and other taxes based on this Agreement, the Services or its use, excluding taxes based on Alvaka's net income. If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Alvaka upon request with a correct copy of Client's tax-exempt certification.

e. Client shall reimburse Alvaka for all reasonable out-of-pocket expenses incurred by Alvaka in connection with this Agreement, including but not limited to travel, lodging, meals, and shipping expenses.

5. AUTHORIZATION TO ACCESS CLIENT DEVICES. Client hereby authorizes Alvaka to access, connect to and manage Client devices via remote technologies as required for the Services without first contacting Client. These activities may include, but are not limited to: (a) updating or changing software drivers; (b) installing and applying software patches; (c) rebooting devices for support purposes; (d) deleting temporary files and clearing caches; (e) starting or restarting application services; (f) verifying and validating data backup jobs; and (g) accessing and copying data upon Client's specific request. Notwithstanding the above, Client is responsible for notifying Alvaka in advance of any restrictions on remote access, connections or management activities.

6. INDEMNITY

a. Except for damages or injuries caused by Alvaka's sole negligence or willful misconduct, Client will indemnify, hold harmless and defend Alvaka, its affiliated companies, and their respective officers, directors, agents, and employees ("**Indemnified Parties**") from and against any and all liabilities, losses, suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind or character, including but not limited to attorney's fees and expenses arising out of or relating to this Agreement or the performance of Alvaka.

b. Client will also indemnify, hold harmless and defend Indemnified Parties from any claim that Alvaka has infringed the intellectual property rights of any person or entity in the course of performing Services under this Agreement.

7. WARRANTY/DISCLAIMER

a. Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. Alvaka warrants that the Services will be provided in a professional and workmanlike manner, using qualified personnel. In the event that Client provides notice of a breach of the foregoing warranty within thirty (30) days after the delivery of the Services, Alvaka will, as Client's sole and exclusive remedy, use reasonable commercial efforts to correct the issue at no additional charge.

b. Alvaka does not warrant that the Services will be provided uninterruptedly or error-free. Except to the extent set forth in an Attachment, Client agrees that it has the sole responsibility for securing and backing up its data. Client is solely responsible for any claims or issues relating to access, copying and/or deleting end users' data performed by Alvaka at Client's request. **ALVAKA IS NOT RESPONSIBLE FOR CLIENT'S FAILURE TO MAINTAIN ADEQUATE BACKUPS, NOR FOR THE COST OF RECONSTRUCTING DATA. ALVAKA IS CONSULTING WITH CLIENT AND**

ANALYZING CLIENT'S COMPUTER SYSTEM AND MAKING RECOMMENDATIONS BASED UPON ITS MONITORING AND INSPECTION OF CLIENT'S SYSTEMS THAT IS LIMITED IN SCOPE. ALVAKA DOES NOT WARRANT THAT AS A RESULT OF THE MONITORING OR LIMITED INSPECTION, IT WILL IDENTIFY ALL OF THE POTENTIAL PROBLEMS OR ISSUES WITH CLIENT'S SYSTEMS, NOR DOES ALVAKA WARRANT THAT ITS RECOMMENDATIONS WILL REMEDY ALL PROBLEMS OR ISSUES THAT CLIENT MAY ENCOUNTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALVAKA AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.

c. Alvaka's and its suppliers' liability to Client for damages of any nature shall not exceed the total charges paid or payable for Services rendered by Alvaka during the most recent three (3) calendar months under the terms of this Agreement. Under no circumstances will Alvaka be liable for any incidental, indirect, special or consequential damages of any kind whatsoever, including, but not limited to, lost profits, down time, removal and reinstallations, costs arising out of or relating to Alvaka's systems inspection and analysis of the computer systems. Without limiting the foregoing, in no event is Alvaka liable for any systems related to medical devices, other life-saving devices, real time controls for critical processes, or other systems the failure of which might cause injury or death, including any interface to any such systems.

8. TERM; TERMINATION

a. This Agreement is effective beginning the Effective Date and continues until terminated as set forth in this Agreement. Each Attachment will specify the term for such Attachment.

b. Client may terminate the Agreement or an Attachment for any or no reason with at least 90 days written notice to Alvaka; provided that certain Attachments or Services may be non-cancellable by Client, as set forth in the Attachment. On the effective date of any termination under this Section, Client shall:

- i. Return to Alvaka or erase any and all Software installed on Client's computer system;
- ii. Pay all bills incurred through the effective date of the termination on or before the date of termination;
- iii. Return any and all documentation and equipment left by Alvaka with Client;
- iv. Pay the prorated price for the duration of the term for the Attachment(s) terminated, for the amount of any monetary incentive granted by Alvaka to Client therein. For example, if Client enters into an Attachment with a three-year term, and Alvaka, as an incentive to Client, installs Software without charge, and if the installation charge would normally be \$300.00 and the Client terminates the Agreement after two years, Client must repay \$100.00;

Also, Alvaka may set a price for a Service based on the duration of the Attachment. In the event of an early termination of such Attachment, Client shall pay Alvaka the price differential. For example, if the price of a certain service is \$1,000.00 per month for an Attachment with a term of three years, and the Client terminates the Attachment after two years and the monthly price of the service for a two-year term is \$1,200.00, the amount repaid would be as follows: \$200.00 monthly price differential x 24 months =

\$4,800.00.

Client acknowledges that the payments in this subsection are not penalties but reflect the additional discovery and other work provided by Alvaka during the initial part of the term of any Attachment for which Alvaka is not fully compensated.

c. Alvaka may terminate this Agreement or an Attachment for any or no reason with at least 90 days' notice to Client.

d. A party may terminate this Agreement or an Attachment if the other party materially breaches this Agreement or such Attachment and fails to cure such breach within 30 days after written notice of the material breach. In addition, Alvaka may suspend providing Services under this Agreement if Client breaches this Agreement and does not cure such breach within 10 days after written notice.

e. Sections 6, 7, 10, 11 and 13 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

f. Upon termination for any reason, upon Client's reasonable request, Alvaka will assist Client in the orderly termination of Services, including knowledge transfer to another designated provider, data migration, and equipment removal. Client agrees to pay Alvaka on a time and materials basis, at Alvaka's then-current rates, for such transition assistance.

9. ALVAKA EQUIPMENT

a. Client agrees that Alvaka may in support of the Services deliver certain Alvaka Equipment to Client and install such Alvaka Equipment on Client premises. "**Alvaka Equipment**" means any equipment provided by Alvaka to Client in support of Alvaka Services, including but not limited to network management appliances (NMAs), firewall appliances, backup devices, SSL VPN appliances, and data protection devices.

b. The Alvaka Equipment is and at all times shall remain the sole and exclusive property of Alvaka and Client agrees that it does not become an owner of any Alvaka Equipment because of the payments provided for in this Agreement. Upon termination of this Agreement, subject to any applicable laws or regulations, Alvaka may, but is not required to, retrieve any associated Alvaka Equipment not returned by Client as required below. Client agrees to pay any expense incurred by Alvaka in any retrieval of the unreturned Alvaka Equipment. Alvaka will not be deemed to have "abandoned" the Alvaka Equipment if it does not retrieve such equipment. Alvaka shall be entitled to seek injunctive relief to enforce its rights with respect to the Alvaka Equipment.

c. Client agrees to provide Alvaka and its authorized agents access to Client premises on a 24 x 7 basis upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the Alvaka Equipment, to install associated software, and to conduct an audit of the Alvaka Equipment.

d. Alvaka shall have the right to upgrade, modify and enhance Alvaka Equipment and associated software from time to time through "downloads" from Alvaka's network or otherwise.

e. Client agrees that, if this Agreement is terminated, Client has no right to possess or use the Alvaka Equipment. Client agrees to arrange for the return of Alvaka Equipment to Alvaka, in the same condition as when received (excepting ordinary wear), upon termination of the Agreement. Alvaka may charge Client a continuing monthly fee until any outstanding Alvaka Equipment is returned, collected by Alvaka or fully paid for by Client.

f. Client will not, nor will allow others to: (i) open, alter, misuse, tamper with or remove the Alvaka Equipment as and where installed by Alvaka, or (ii) use Alvaka Equipment in any manner contrary to this Agreement, or (iii) remove any markings or labels from the Alvaka Equipment indicating Alvaka ownership or serial or identity numbers. Client will reasonably safeguard the Alvaka Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of Alvaka to perform any work on the Alvaka Equipment. Nothing in this Agreement shall prevent Alvaka from enforcing any rights it has with respect to theft or unauthorized tampering of Alvaka Equipment under applicable law.

g. Client agrees to pay Alvaka liquidated damages as reasonably determined by Alvaka for the replacement cost of the Alvaka Equipment without any deduction for depreciation, wear and tear or physical condition of such Alvaka Equipment if (i) Client tampers with, or permit others to tamper with, Alvaka Equipment, (ii) the Alvaka Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the Alvaka Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged Alvaka Equipment to Alvaka. Notwithstanding the above, Client shall not be required to pay liquidated damages to Alvaka if the damage or destruction of the Alvaka Equipment arises out of the acts or omissions of Alvaka or its agents, employees or subcontractors.

10. CONFIDENTIALITY

a. "Confidential Information" means any business or technical information or data that is disclosed by one party to the other party pursuant to this Agreement. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records. The terms of this Agreement and the Attachments are the Confidential Information of Alvaka.

b. A receiving party agrees: (a) to hold the disclosing party's Confidential Information in confidence; (b) not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information, except to its employees who have a need to know such information for the purpose of this Agreement; and (c) to protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information, no less than a reasonable standard of care. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure.

c. Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to seek preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.

d. Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that, with respect to electronic images of Confidential Information, the receiving party's obligations shall be limited to using commercially reasonable efforts to delete those electronic images from local desktop computer document storage systems and active files on servers but shall not extend to receiving party's routine information systems backup or document retention programs.

11. INTELLECTUAL PROPERTY

a. Client agrees that Alvaka and its third party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the Software (including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software) and any and all copies and Updates. Alvaka reserves all rights to the Services and the Software not specifically granted herein.

b. Alvaka and/or third parties may provide software in connection with the Services. Client may use any supplied Software only in support of the Services provided by Alvaka. All such software is licensed to Client subject to the terms and conditions of an end user license agreement ("**EULA**") which is typically provided as either a document accompanying such software or an on-screen dialogue accepted during initial use of such software. Client represents to Alvaka that it will abide by the terms and conditions of any EULA associated with any software provided to Client with any Services.

12. NETWORK SECURITY. Alvaka has not been retained, unless specified in a separate Network Security Attachment, to provide recommendations concerning the security of any Client network or system. Any changes made to a Client network or system may have direct or indirect impacts that are negative to its security. Alvaka Networks cannot possibly anticipate every possible reaction due to such changes. Client is solely responsible for periodically testing its security to make sure it meets the requirements of its security policy. Under no circumstances does Alvaka guarantee or certify the prior, current or future integrity of the security of any Client network or system.

13. PERSONNEL

a. The parties recognize that each party has made substantial investments in hiring, training and retention of its respective personnel and agree that neither party will retain for consultation or employment, the employees of the other party (or former employees employed within the prior two (2) years) during the term of this Agreement or for a period of two (2) years following termination of this Agreement, unless otherwise agreed to in writing by both parties. In the event that Alvaka agrees in writing to any such hiring, then, Client will pay Alvaka a fee equal to the greater of: (1) such employee's most recent annual salary and bonus and (2) the salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.

b. Client agrees that the employees of Alvaka performing services under the terms of the Agreement are highly trained computer technicians/engineers. Client further recognizes that the knowledge and training of Alvaka's employees include trade secret information and technology of Alvaka. Client further understands that hiring Alvaka employees would be disruptive to Alvaka's ability to carry on its business. The parties agree, therefore, that in the event of a breach of this Section, injunctive relief would be appropriate in view of the inadequacy of damages or other legal remedies, without limiting any other damages or remedies available under this Agreement or in law or equity.

14. MISCELLANEOUS

a. Alvaka reserves the right to engage subcontractors to perform Services under this Agreement.

b. No term, condition or provision set forth herein shall be deemed waived by either party or any breach thereof excused by either party unless such waiver or excuse shall be in writing signed by an authorized representative of the party waiving the breach of the condition or provision. No consent by either party or waiver of any breach by either party shall constitute a consent to, waiver of, or excuse for any other subsequent breach of any type whatsoever by the other party.

c. Alvaka shall not be liable for any delay in performance under this Agreement caused by any Act of God, or any other cause beyond its reasonable control.

d. Any notice under this Agreement shall be in writing and delivered to the addresses listed on the first page of this Agreement either: (i) by personal delivery; (ii) by certified mail; or (iii) by nationally recognized overnight courier, and shall be effective upon receipt.

e. Alvaka and Client agree that this Agreement shall be modified only by written agreement duly executed by persons authorized to execute documents on behalf of Alvaka and Client.

f. Client acknowledges and agrees that this Agreement along with the Attachments is the complete and exclusive statement of the mutual understanding of the parties, and that this Agreement along with the Attachments supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

g. This Agreement shall be deemed to have been made in, and shall be construed, pursuant to the laws of the State of California, without regard to its conflicts of laws rules.

h. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to any other relief that the party may be entitled. This provision shall be construed as applicable to the entire Agreement.

i. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration conducted in accordance with the then current Rules of the American Arbitration Association, strictly in accordance with the terms of this Agreement and the substantive law of the State of California. The arbitration shall be held at the office of the American Arbitration Association in Los Angeles, California. The judgment and award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction. Neither party shall institute a proceeding hereunder until that party has furnished to the other party, by registered mail at least fifteen (15) days prior written notice, of its intent to do so.

j. If any part of this Agreement shall be adjudged invalid by any court of competent jurisdiction, that judgment shall not affect or nullify the remainder of this Agreement and its effect shall be confined to the part immediately involved in the controversy adjudged.

k. Neither party may assign this Agreement without the prior written consent of the other party; provided that either party may assign this Agreement without consent to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, whether by means of a sale of assets, sale of stock or other equity interest, or merger or other consolidation. This Agreement and all Attachments are binding on and inure to the benefit of the parties' successors and permitted assigns, and each party agrees to ensure that its successors and permitted assigns agree to be bound by the terms of this Agreement and all Attachments.

l. Alvaka may include Client's name and logo in a list of Alvaka clients and as a user of the Services in its marketing materials.

m. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Alvaka and Client.

n. Client acknowledges and agrees that the Alvaka Equipment, and all other software, technical information, or technology provided pursuant to this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the regulations and laws of another country). Client agrees not to export or re-export the Equipment, or any related technology into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

o. The parties agree that this Agreement and all Attachments may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.