

SKYROPE, LLC PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("the Agreement") is between Skyrope, LLC, a Delaware limited liability company ("Skyrope"), and the entity who executes a Managed Services Agreement ("MSA"), a Statement of Work ("SOW"), or any other Agreement with Skyrope into which this Agreement is incorporated by reference ("Client"). This Agreement is hereby attached and incorporated into each such MSA, SOW, and/or other agreement executed by Client. By entering into an MSA, SOW, or other agreement which incorporates this Agreement by reference, Client hereby agrees to be bound by and abide with the terms and conditions of this Agreement. This Agreement is effective upon the execution by Skyrope and Client of an MSA, SOW, and/or other agreement which incorporates this Agreement by reference (the "Effective Date"), and shall remain in effect for so long as each such MSA, SOW, and/or other agreement is in effect.

This Agreement does not define specific services, nor obligate Client to purchase any services for any period of time. The Agreement only defines the legal foundation of the relationship between Skyrope and Client. Specific goods and services including pricing and commitment term may be described in an MSA, an SOW, a Purchase Order ("PO"), a Move / Add / Change Order ("MAC Order"), and/or other document outlining services to be provided by Skyrope.

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Skyrope and Client hereby agree as follows:

1. THE ROLE OF THIS AGREEMENT AND OTHER AGREEMENTS

A. This Agreement contains provisions that shall govern all goods and services that Skyrope may provide or sell to Client including any third party goods and services provided by third party providers that Skyrope may pass through to Client. Client and Skyrope agree that Skyrope will not sell or provide any goods or services of any kind to Client in any manner except subject to this Agreement. No Managed Services Terms and Conditions ("MSATC"), MSA, SOW, PO, MAC Order or other agreement or document may change, alter, amend or limit the terms of this Agreement, unless such document is entitled, "Amendment to Professional Services Agreement" and is signed by an authorized representative of both Skyrope and Client. No provision of this Agreement may be waived, changed, or terminated orally. In the event of a conflict between the terms of this Agreement and the terms of an SOW, MSA, MSATC, PO, MAC Order, or any other type of order, document or agreement, the terms of this Agreement shall control. Once an SOW, MSA, MSATC, PO, MAC Order or other agreement has been executed by Client which explicitly and specifically incorporates this Agreement by reference, this Agreement will be in effect, and the terms of this Agreement thus shall be deemed incorporated into each and every future SOW, MSA, MSATC, CSA, PO, MAC Order or any other type of order or agreement executed between Skyrope and Client, whether or not each such document or agreement explicitly references this Agreement.

B. Specific services and goods shall be delivered to Client only under an SOW, MSA, PO, or MAC Order, signed by Skyrope and the Client, except in the event of an emergency or interim period in which no SOW, MSA, PO, or MAC Order is then-currently in effect. Skyrope and Client may mutually agree to change the scope or other terms of a project or service that is subject to an SOW, MSA, PO, or other agreement by having an authorized representative of each party sign a MAC Order.

C. Skyrope may unilaterally change the pricing or terms and conditions of any SOW, MSA, PO, or MAC Order with no less than thirty (30) days prior written notice to Client. In the event that Skyrope provides such notice, and Client does not agree with new pricing or terms and conditions, Client may unilaterally terminate the SOW, MSA, PO, or MAC Order by written notice to Skyrope within 30 days of receiving such notice.

2. PAYMENT

A. Skyrope's invoices to Client shall be due and payable in full within 30 calendar days of Client's receipt of the invoice unless otherwise specified by another agreement such as an SOW, MSA, PO, or MAC Order. An invoice is deemed received on the same day that it is emailed or faxed, one day after it is given to an overnight carrier for overnight delivery, postage paid, and three (3) days after it is mailed by U.S. mail, postage paid. As stipulated by an accompanying SOW, MSA, PO, or MAC Order, certain payments may be due without demand or invoice, on the first day of each month, in advance for that month, such as monthly service fees due and payable for an MSA. As stipulated by an SOW, MSA, PO, or Mac Order,

certain other payments may be due and payable in less than 30 calendar days. If Client disputes any portion of an invoice, Client agrees to pay the undisputed portion of the invoice and to submit a written claim within seven (7) calendar days of receipt of the invoice documenting the reasons the remaining amount is disputed. After receipt of such claim, Skyrope will undertake an investigation of the disputed charges, and both Client and Skyrope agree to make a best efforts attempt to resolve the dispute. Any failure by Client to submit a written dispute of charges within seven (7) calendar days of invoice receipt shall be deemed final and binding agreement with all charges on the invoice.

B. Client agrees to pay to Skyrope a finance charge of 1.5% per month on balances for which payment has not been received within thirty (30) calendar days of the invoice receipt date, excluding balances for which Client has submitted a written dispute in good faith under Section 2A. Client is liable to Skyrope for all reasonable fees and expenses, including reasonable attorney's fees, collection agency fees, and other costs that Skyrope may incur to collect charges rightfully owed by Client to Skyrope.

C. Client agrees to reimburse Skyrope for all reasonable and ordinary expenses incurred by Skyrope in delivering goods and services to Client, such as sales taxes, parking, out-of-area travel expenses, international phone calls, and pay-per-incident third party support calls. Skyrope will itemize such expenses on Client's invoices, and, for expenses not already mentioned on an SOW, MSA, PO, or MAC Order, will not incur any single expense greater than \$50 without Client's prior approval.

3. THIRD PARTY GOODS AND SERVICES

A. Client may order from Skyrope goods and services manufactured, produced and/or delivered, serviced managed, and/or maintained by third parties. Skyrope may and does partner with, engage, or otherwise use the products or services of third parties in order to provide Skyrope's services to Client. Client agrees that such third parties are and shall be solely responsible for the performance, quality, merchantability and fitness for any general or specific use, and for any and all warranty coverage for such goods and services, and that Skyrope shall not be liable for any warranty concerning such goods and services provided to or managed for Client, or for any direct, indirect, consequential, incidental, special, exemplary, punitive or multiple damages, claims, losses, expenses or fees of any kind associated with or arising from such services or the performance or failures of any kind of such services, whether in contract, tort, strict liability or under any theory of liability, or from the interaction of any such third party goods and services with (i) other third party goods and services, (ii) with Skyrope's systems, or, (iii) with Skyrope's services. Although Skyrope may assist with procuring, installing, configuring, servicing, managing, returning, and exchanging such goods and services, Client agrees to pursue all performance, defective product, quality, damage, loss, breach of warranty, breach of contract or other claims related to such goods and services against the third party manufacturers, designers, producers, and providers solely and exclusively, and not against Skyrope.

Client acknowledges that some goods and services cannot be returned or cancelled once ordered. At the request of Client, Skyrope agrees to make commercially reasonable efforts to return goods to their manufacturer or distributor, and Client agrees to reimburse Skyrope for any restocking fees for merchandise returned to manufacturers or distributors. However, Client agrees that Skyrope is under no obligation whatsoever to take back from Client any goods or services ordered from Skyrope, if Skyrope is unable to return those same goods and services to their manufacturer or distributor.

B. For third party goods and services ordered from Skyrope or used by Skyrope to provide Skyrope's own services, all risks associated with such goods and services including but not limited to risk of all losses and damages shall pass to Client at the time such goods are tendered to a common carrier for shipment to Client, or, if not delivered by common carrier, installed by Skyrope at Client's site, or if a service, at the time such service commences.

4. WARRANTY AND LIMITATIONS ON LIABILITY

A. Skyrope provides all services on an AS IS basis. IN PROVIDING ITS SERVICES, SKYROPE, ITS OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, MANAGERS, EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS ("SKYROPE & SKYROPE PERSONS") MAKE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN, AND EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SKYROPE & SKYROPE PERSONS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR MULTIPLE OR ANY OTHER KIND OF DAMAGES WHATSOEVER, INCLUDING LOST PROFITS, LOST

REVENUES, LOST DATA, LOSS OF SECURITY, LOSS OF PRIVACY, COSTS OF RECREATING LOST DATA, COST OF PROCURING OR TRANSITIONING TO SUBSTITUTE SERVICES, OR LOSS OF USE, RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON SKYROPE'S SERVICES OR THIRD PARTY SERVICES PROVIDED OR PASSED THROUGH IN CONJUNCTION WITH SKYROPE'S SERVICES, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER CLIENT AND/OR SKYROPE KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. Without limiting the foregoing, Skyrope shall not be liable for any damages resulting from the use or inability to use its services, reliance on its services or on information obtained therefrom, interruptions of service, breach, compromise, unauthorized access to any records, files, data, systems, or other assets, valuables, and resources; errors, defects, viruses, malware, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct by Skyrope, Skyrope shall not be liable for any direct damages resulting from the loss of any of Client's data or third party data, breach of security or loss of privacy on Client's systems or third party systems that may occur on resources installed, serviced, or managed by Skyrope or otherwise, or any direct or indirect damages resulting therefrom; the malfunction, performance or compromise of any system, network or other resource related to or associated with in any capacity or by any theory with Skyrope services, and any Client or third party damages, claims, losses or expenses resulting therefrom; any personal injury (whether of a physical or psychological nature) or death of any person, whether associated with Client or otherwise, that may in any capacity or by any theory be associated with services provided by Skyrope, and any Client or third party damages, claims, losses or expenses resulting therefrom.

B. Both parties agree that it is impossible to guarantee the trouble-free performance of computer hardware, software, networks, environments, security and systems, the security, privacy, specific functionality, or performance of any free-standing or integrated system or resource, the reliability, applicability, or performance of any technology or technology-related asset, the applicability, outcome or performance of any training or the behavior of any human resources, whether procured, provided, installed, managed, supported, administered, trained, or supervised by Skyrope or in any way associated with Skyrope services. Therefore, Client and Skyrope agree to certain further limitations of liability and damages. To the extent not prohibited by applicable law, Skyrope's maximum aggregate and cumulative liability under this Agreement for any and all losses, claims, damages, expenses, attorney and expert fees or liability of any kind, including but not limited to claims of breach of contract, breach of warranty, negligence (including strict liability), whether in contract or in tort, or under any other legal theory, is limited to the amount in fact paid by Client hereunder for the two (2) months immediately preceding the event giving rise to such loss, damage, claim or liability. In no event shall Skyrope be liable for any consequential, incidental, special, exemplary, indirect, punitive or multiple damages in connection with or arising out of (i) this Agreement, (ii) any accompanying SOW, MSA, PO, or MAC Order, whether executed concurrently by Client or not, and whether such agreement specifically incorporates this Agreement by reference of not, and, (iii) any other agreement between Client and Skyrope; including but not limited to claims or damages involving loss of business, revenue, profits, use, data, good will, reputation, or other economic advantage, however caused, and regardless of the legal theory of liability, even if Skyrope and/or Client knew or should have known of the possibility of such damages. Client and Skyrope agree that the provisions of this Section 4 (Limitation of Liability) shall constitute Client's sole and exclusive remedy with respect to ((i) Skyrope's services and any claims or actions arising therefrom, and, (ii) any third party services passed through or provided by Skyrope or by any other party in conjunction with Skyrope's services, and any claims or actions arising therefrom; even if a mediator, arbitrator, or court of competent jurisdiction finds that such sole and exclusive remedy has failed its essential purpose.

5. INDEMNITY

Client agrees to indemnify, defend, and hold harmless Skyrope, and its officers, directors, principals, members, managers, employees, subcontractors, agents, representatives, successors and assigns ("The Indemnified Parties") from and against any damage, claim, loss, expense (including reasonable attorneys' fees and damage to any person or property), occurring as a result of (i) Client's use or inability to use of Skyrope's services, or use or inability to use of Skyrope's services by those authorized by Client; (ii) Client's handling, storage, transmission or possession of information, data, messages or other content or assets on Skyrope's systems or network, on Client systems or network that are installed, managed or otherwise serviced by Skyrope, or on third party systems and networks that Skyrope uses to provide its services, including but not limited to, claims: (A) for libel, slander, invasion of privacy, identity theft, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents; (C) for security breaches of any kind; or (D) based on handling, storage, transmission or possession of information that contains viruses, malware or other destructive code, media or any unlawful content; (iii) Client's or third parties' reliance on Skyrope's services or on information obtained therefrom; (iv) Client's breach of any software licensing requirements of third parties; (v) Client's failure to comply

with any provision of Skyrope's Professional Services Agreement; or, (vi) Client's failure to obtain permits, licenses, or consents that Client may be required to obtain to enable Skyrope to provide its products or services (e.g., landlord permissions, wiring permits, etc.)

Skyrope agrees to indemnify and defend Client, its directors, officers, employees, agents and successors against third party claims enforceable in the United States alleging that Skyrope's services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Skyrope's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided or requested by Client, or (ii) Client's continued use of infringing services after Skyrope provides reasonable notice to Client of the infringement. For any third party claim that Skyrope receives, or to minimize the potential for a claim, Skyrope may, at its option and expense, either: (i) procure the right for Client to continue using the services in question; (ii) replace or modify the services with comparable services; or (iii) terminate the services. The provisions of this Section 5 state the entire liability and obligations of the indemnifying party, and the exclusive remedy of the indemnified party, with respect to any of the claims identified herein.

6. ACCEPTABLE USE POLICY

Client shall use Skyrope's services only in accordance with applicable law and for lawful purposes. Client shall not use or permit others to use Skyrope's services in a manner, which would violate any federal, state, local or international law or ordinance or infringe any copyrights or trademarks. Once notified of any violation of this Acceptable Use Policy ("AUP"), Client agrees to cooperate with Skyrope and work promptly to cease the activities that Skyrope deems to be in violation of this AUP. Skyrope reserves the right to interrupt or disconnect services for non-compliance with this AUP or in compliance with instructions from government authorities. Client shall be responsible for all authorized uses of services provided by Skyrope. A more extensive AUP may be provided as an addendum to this Agreement in connection with certain services.

7. CONFIDENTIALITY

A. "Confidential Information" means any proprietary technical or business information developed, possessed, obtained or used by either Party in connection with any business or prospective business with the other party, including, without limitation any of the following:

(i) Any proprietary technology software, hardware, security or other systems and resources, whether now or hereafter existing, inventions protectable by law, trade secrets, manuals, service delivery document templates, and confidential research and development results;

(ii) Financial information regarding sales, costs and profits; lists of employees, customers, and prospective customers; confidential business plans and business developments; contract and proposal documents; and pricing information;

(iii) Any information and materials received by either Skyrope or Client from third parties in confidence (or subject to non-disclosure or similar covenants), including but not limited to proprietary software, hardware, systems, designs, integration techniques and the like provided by vendors of Skyrope. Confidential Information shall not include any information that (a) is, at the time of disclosure, or later becomes, publicly known under circumstances involving no breach of this Agreement; (b) is lawfully and in good faith made available to the receiving party by a third party who did not derive it, directly or indirectly, from Skyrope or Client; or (c) is independently developed by either party without use of Confidential Information.

B. During the Term of this Agreement and thereafter, without limit, neither Skyrope nor Client shall disclose any Confidential Information obtained from the other party in the course of providing services or goods under this Agreement, unless so directed by the other party or by a court of law or government authority. In the event of direction or order by a court of law or government authority, the Party subject to such direction or order shall provide reasonable advance notice to the other party in advance of disclosing Confidential Information if such advance notice is permitted by such court or government authority. Furthermore, during the term of this Agreement and thereafter, neither party shall use Confidential Information obtained from or relating to the other party for its own benefit or for the benefit of a third party, other than in furtherance of the purposes of this Agreement.

C. Upon termination of this Agreement, each party shall destroy or return to the other party all physical copies of Confidential Information and intellectual property in its possession and shall, at the request of the other party, certify in writing that it has made such return or has completed the destruction of any copies (both paper and electronic) of such Confidential Information.

8. USE OF DEVELOPMENTS BY SKYROPE AND CLIENT

A. Skyrope may conduct research and development activities related to its service offerings. All right, title and interest in any inventions, proprietary technology, or intellectual property protectable by copyright or other such law and developed by Skyrope shall be and remain the exclusive property of Skyrope. However, during the course of providing service to Client, Skyrope may allow Client a non-exclusive royalty-free right to use such property if it is included as part of Skyrope's service offerings. Client's right to use such property, if any, shall terminate upon termination of this Agreement.

B. If Client conducts research and development activities, all right, title and interest in any inventions, proprietary technology, or intellectual property protectable by copyright or other such law and developed by Client shall be and remain the exclusive property of Client, even if during the course of providing service to Client, Client engages Skyrope to provide services in furtherance of Client's research and development activities.

9. MULTIPLE OR DIFFERENT CLIENT PARTIES

"Client Affiliate" means any entity that (i) is a parent, subsidiary, or stockholder of Client or has at least one executive officer, director, or equity owner who is also an executive officer, director, or equity owner of Client; and (ii) shares any office space, personnel or computer equipment with Client. If any Client Affiliate receives, uses, or shares the use of any software, hardware, systems or other goods installed, provided, sold or serviced by Skyrope, then Client represents and warrants that Client has signed and agreed to be bound by this Agreement both on its own behalf and as authorized agent with actual authority for such Client Affiliate. If a Client Affiliate receives, uses, or shares the use of any software, hardware, systems or other goods installed, provided, sold or serviced by Skyrope, then such Client Affiliate shall be jointly and severally liable for all obligations of Client, and Client shall ensure that such Client Affiliate executes any documents related to its payment obligations under this Agreement that are reasonably presented to the Client Affiliate.

10. CLIENT CREDIT STATUS

Client and the authorized representative signing on behalf of Client hereby represent and warrant to Skyrope that the authorized representative is in a position to know Client's financial condition and that, to the best of his or her knowledge, Client is financially solvent and is current in the payment of its debts and bills.

11. TERM & TERMINATION

A. "Term" means the term of this Agreement, which shall begin on the Effective Date and continues indefinitely so long as an MSA, SOW or other executed agreement between Client and Skyrope is in effect, unless sooner terminated by Client or Skyrope as allowed below.

B. This Agreement may not be terminated by either Party unilaterally for so long as: (i) there are any SOW, MSA, PO, MAC Orders or other executed agreements outstanding for which Skyrope's managed services, project implementation services, support services, or any other services have commenced but have not been completed, or for ongoing services under an MSA, a current Service Period as defined by the MSA is still in effect; (ii) Client has not fully paid all outstanding Skyrope invoices, or, in the event of a written settlement agreement between Client and Skyrope of disputed invoice charges, has not fully paid the settlement amount; or, (iii) Skyrope has performed services, or has ordered any third party goods or services, for which no invoice has been generated. Subject to the limitations above, this Agreement may be terminated for any reason or no reason upon thirty (30) day written notice to the other party by either Client or Skyrope at any time.

C. Notwithstanding any termination of this Agreement or an SOW, MSA, PO, MAC Order or other agreement for any reason: (1) Client still shall be obligated to pay any and all amounts that it owes Skyrope for services rendered and goods sold before the termination; and, (2) both Client and Skyrope shall be bound by all provisions of this Agreement to the extent they relate to or govern any aspect of any matter that occurred before the termination, as well as all payment obligations and terms, confidentiality provisions, all limitations of liability, all representations made by either party, all attorney's fee provisions, and all covenants that by their express terms continue past termination.

D. In the event Client is in breach of any payment obligation under this Agreement or under any SOW, MSA, PO, MAC Order, or other agreement executed between Client and Skyrope, and such breach is not cured by Client within seven (7) calendar days of receiving written notice from Skyrope of such breach, Skyrope may stop delivering services to Client and/or, in the case of a project, may prevent the use of goods and services installed in such project until such breach is cured, and/or may impose additional terms and conditions as a requirement for continuation or resumption of service. In such event, Skyrope shall have no liability for failure to provide services or other information to Client. Skyrope shall not terminate or suspend service to Client without providing a minimum of seven (7) calendar days prior written notice to Client.

12. FORCE MAJEURE

Neither party to this Agreement shall have liability or responsibility to the other party for any delay, failure to perform, service interruption, outage, damage, malfunction, or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the party's reasonable control including, but not limited to, inclement weather, climate change, resource shortages, all acts of nature and acts of God, strikes, civil disturbances, riots, terrorist acts, unavailability of or delays in goods or services needed from third parties including but not limited to third party hardware, software, data center, collocation, and cloud service providers, interruption or outage of or delay in telecommunications including the public Internet, voice lines, data lines, or any telecommunications equipment or service, transportation, delivery, power outages, electrical or other utility services, failure of third party hardware, software or services, or any acts or omissions of any third parties.

13. NON-COMPETITION; LIQUIDATED DAMAGES

Without the prior written consent of the other Party, neither Client nor Skyrope shall during the Term or for a period of two (2) years after the expiration or termination of the Term, knowingly hire as an employee or partner or principal, or engage as a subcontractor or consultant, whether part-time or full-time, whether on a one-time or ongoing basis, any person who then is or at any time in the preceding two (2) year period was a contractor, employee, officer, director, principal, member, manager, representative (including outside sales) or affiliate of the other party ("Affiliated Person", together, "Affiliated Persons"). Client and Skyrope will not, in any manner, knowingly solicit any Affiliated Person of the other party to resign from that party. Both Client and Skyrope agree that its hiring or engagement of any Affiliated Person of the other party is likely to cause irreparable damage to the other party that would be difficult or impossible to ascertain or prove and for which the amount of damages would be difficult or impossible to prove. Accordingly, both Client and Skyrope agree that any breach of this Section 13 shall obligate the breaching party to pay to the other party on demand, as liquidated damages, an amount equal to two (2) times the departing or final annual salary or wages or equivalent at the other party of the Affiliated Person hired or engaged by the breaching party. This provision is mutual, and both Client and Skyrope agree that this provision does not provide for unreasonable or excessive liquidated damages.

14. ARBITRATION OF ALL DISPUTES

Notwithstanding Paragraph 15D of this Agreement, as a material part of this Agreement, Client and Skyrope agree that any and all disputes, claims or controversies arising out of or relating to this Agreement or of Skyrope's services shall be determined by confidential, final and binding arbitration in Massachusetts, in accordance with the then-existing rules for commercial arbitration of the American Arbitration Association. Disputes, claims, and controversies subject to final and binding arbitration under this Agreement include, without limitation, all those that otherwise could be tried in a court to a judge or jury in the absence of this Agreement. By agreeing to submit all disputes, claims and controversies to binding arbitration, each of the parties expressly waives its rights to have such matters heard or tried in a court before a judge or jury or in any other tribunal, and shall agree to all discovery requests and submit to all depositions as if it is doing business in the Commonwealth of Massachusetts. The scope of any arbitral award shall be expressly limited by the terms of this Agreement. Any award shall be final, binding and conclusive upon the parties, subject only to judicial review provided by statute, and a judgment rendered on the arbitration award may be entered in any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, each party agrees that before undertaking the aforementioned arbitration, they shall submit all disputes, claims or controversies to a mutually agreeable mediator in an attempt to a informally resolve said disputes, claims or controversies without the need for arbitration. Nothing in this

paragraph shall be deemed to prohibit Skyrope from seeking injunctive relief or to restrict Skyrope from asserting or enforcing any collection action in any court, other than as set forth in Paragraph 15D to this Agreement.

15. MISCELLANEOUS PROVISIONS

A. Delay Not Waiver. No delay on the part of either Party in exercising any of its rights, remedies, powers and privileges hereunder or under applicable law, nor any partial or single exercise thereof, shall constitute a waiver thereof.

B. Agreement Not Assignable. Other than as part of a merger or acquisition in which 100% of the capital stock of Client will be owned by another entity or person, or in which substantially all of the assets of Client will be owned by another entity or person, Client may not assign this Agreement or any rights hereunder to any other person or entity. The obligations under this Agreement shall be binding on and inure to the benefit of both Client and Skyrope, their successors, and permitted assigns.

C. Severability. If any provision of this Agreement is judicially held to be unenforceable, illegal, or invalid, then such provision shall be deemed modified to the minimum extent necessary to render it enforceable, legal, or valid, as applicable, or, if such modification is not possible, then such provision shall be deleted, with the remainder of this Agreement continuing in full force and effect.

D. Venue; Jurisdiction; Governing Law. Venue for the purpose of any disputes or claims regarding this Agreement shall lie exclusively in Massachusetts, and the state and federal courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction over the parties and subject matter of this Agreement. Each Party consents and submits to the in personam jurisdiction of any state or federal court located within the Commonwealth of Massachusetts. Any party attempting to bring any suit concerning this Agreement in any state other than Massachusetts shall be deemed to have consented to that suit's dismissal for improper venue and lack of jurisdiction and shall be liable to the other party for the other party's reasonable and necessary attorney's fees and costs incurred in moving to dismiss the suit. The interpretation of this Agreement is governed by Massachusetts law (except for any conflicts of law rules, if any, that might make the laws of another jurisdiction govern).

E. Entire Agreement. This Agreement represents the entire agreement between Client and Skyrope and supersedes all prior and contemporaneous agreements, promises, understandings, statements, proposals, representations, warranties, and inducements whether written or oral. This Agreement may be amended or replaced only with written consent of both Parties in the manner described in Section 1A of this Agreement.

F. Representation and Authority. Each Authorized Representative executing a Managed Services Agreement ("MSA"), Statement of Work ("SOW") or other Skyrope agreement that incorporates this Agreement by reference represents and warrants to the other party that he/she has full corporate power and authority to execute this Agreement and to bind his/her company or organization to the terms of this Agreement.