



MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is made and entered into as of ("Effective Date") by and between Verterim, Inc., a Massachusetts corporation having principal offices at 9 Queen Anne, Rd., Hopkinton, MA 01748 ("Provider") and , a Corporation having principal offices at ("Customer").

1. Agreement for Services.

a. This MSA, together with all applicable Schedules (each as defined hereafter), all of which are incorporated by this reference herein, states the terms and conditions by which Provider delivers and Customer accepts any or all of the services or licenses provided by Provider to Customer (each specific service or license, a "Service"). Specific terms and conditions applicable to each Service ordered by Customer or Customer's Affiliates are set out in separate one or more ordering document(s) referencing this MSA (all such additional documents relating to a particular Service, including, without limitation, those identified as "service schedules", "statement of work", the form of which is provide in Exhibit A or "orders," collectively, a "Schedule"). "Affiliate" shall mean any entity that directly or indirectly Controls, is Controlled by or is under common Control with, the applicable party, where "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another company or legal entity, whether: (i) through the ownership of voting stock or securities; (ii) through the ownership of partnership or membership interest; (iii) by contract; or (iv) otherwise. If an entity ceases to meet these criteria, it will cease to be an Affiliate under this MSA. The Schedules for the Services initially ordered by Customer or Customer's Affiliates may be set out in the appendixes to this MSA. The Schedules for any new Service ordered by Customer or Customer's Affiliates subsequent to the execution of this MSA will be binding only when signed by both parties or when transmitted to Provider by Customer or Customer's Affiliates and acknowledged and accepted in writing (including electronically) by Provider. The parties may enter into additional Schedules for additional Services from time to time.

b. Reference herein to the "Agreement" shall mean this MSA and all applicable Schedules executed pursuant thereto. In the event of a conflict between or among the terms of documents relating to a Service, the following order of priority will govern, except where the specific terms of a document provide otherwise: (i) any Schedule and (ii) this MSA.

c. By its execution or written acceptance of a Schedule, Provider shall provide and support the Services set forth in such Schedule, and Customer shall pay Provider for such Services, during the Initial Term listed in the Schedule and for any Renewal Term(s) (each as defined hereafter).

2. Fees and Payment Terms.

a. Customer shall pay to Provider all fees due for the Services according to the prices and terms listed in the Schedules, together with all reasonable fees or costs for third party products or services Provider procures on behalf of Customer, to the extent approved by Customer in writing. Except as otherwise set forth in a Schedule with respect to a particular Service, the prices listed in a Schedule will remain in effect during the Initial Term

indicated in such Schedule. Provider reserves the right to change, upon thirty (30) days' prior written notice to Customer, any fees it charges Customer for any Service during a Renewal Term. Customer's continued use of such Service as of the first day of the Renewal Term shall constitute its acceptance of the changed fee. Alternatively, Customer may terminate such Schedule by providing written notice to Provider within forty-five (45) days of receiving notice of the changed fee.

b. All fees and charges are due within thirty (30) days after Customer's receipt of invoice therefor, unless such fees and charges are in dispute. Any invoiced charges not received when due or otherwise disputed pursuant to Section 2(c) will accrue interest at a rate of one percent (1%) per month, or the highest rate allowed by applicable law, whichever is lower. In addition to the foregoing and without prejudice to Provider's other rights and remedies under this Agreement, at law or equity, if Customer is delinquent in its payments of undisputed fees and charges, Provider may, at Provider's sole discretion do any one or more of the following: (i) terminate this Agreement pursuant to its terms; (ii) in whole or in part suspend providing Services (or any of them) to Customer until payment in full has been made to Provider or (iii) require other assurances to secure Customer's payment obligations hereunder.

c. All fees charged by Provider with respect to the Services are exclusive of taxes, VAT and similar fees now in force or enacted in the future imposed on the transaction, all of which the Customer will be responsible for, except for franchise taxes or taxes based in whole or part on Provider's net or gross income, gross receipts, capital or net worth.

3. Term; Termination.

a. The initial term of this MSA shall begin on the Effective Date and shall continue in full force and effect for a period of three (3) years and thereafter will be automatically renewed on an annual basis unless either party notifies the other party in writing of its termination of this MSA at least thirty (30) days prior to such termination date (subject to survival of its terms as described in Section 3(e), below), except that this MSA shall remain in effect until every Schedule hereunder has been terminated.

b. Either party may terminate this Agreement or any Schedule immediately upon written notice to the other party (or Provider may, in its sole discretion, suspend the provision of Services under any Schedule) if: (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of the same (other than Customer's failure to pay any amounts when due, which must be cured within thirty (30) days after written notice of the same); (ii) the other party becomes the subject of any involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) commits a material breach of this Agreement that is incapable of remedy, including, without limitation Customer's breach of Section 5(a).

c. Provider may cancel or suspend the provision of any Service, or portion thereof, upon reasonable notice to Customer if



the provision of that Service, or any portion thereof, is determined to be a violation of any applicable law or regulation or of any Provider license in any jurisdiction, or is no longer permitted under any of the same.

d. Upon the effective date of termination of any Schedule: (i) Provider will immediately cease providing the Services set forth in such Schedule, and Customer shall immediately cease using such Services; (ii) all licenses granted hereunder with respect to the terminated Services will immediately terminate; and (iii) any and all undisputed payment obligations of Customer under such Schedule for Services provided through the date of termination will be due within thirty (30) days of the effective date of termination of such Schedule. If Customer fails to pay such undisputed amounts on the date due, then Provider may impose the late fees set forth in Section 2(b). In addition to the foregoing, and except as otherwise set forth in a Schedule, within thirty (30) days of termination of this Agreement as a whole, each party will return or certify the destruction of all Confidential Information (defined hereafter) of the other party in its possession and will not make or retain any copies of such Confidential Information, except as required (and only to the extent necessary) to comply with any applicable legal, archival or accounting record keeping requirement; provided, however, that all such retained data shall remain subject to the confidentiality provisions of Section 7 of this MSA.

e. Except as otherwise specified in a notice of termination and as permitted by this MSA, (i) termination of the MSA shall not serve to terminate any then-effective Schedule, and the terms of this MSA and those of any Schedule applicable to the Service(s) shall survive any termination of this MSA or until termination of such Schedule(s); and (ii) termination of any Schedule shall not serve to terminate any other Schedule or the parties' respective obligations thereunder. The definitions herein and the respective rights and obligations of the parties under Sections 3(d)-(e), 5(b) and 6-9 shall survive any termination or expiration of this Agreement.

4. Customer Responsibilities.

a. Customer shall designate a representative (the "Customer Manager") who shall have overall responsibility for managing and coordinating Customer's obligations hereunder and who has the authority to act for and bind Customer in connection with the Services. The Customer Manager shall serve as Provider's initial point of contact for the resolution of issues in connection herewith, must be available to Provider during the Term and have authority to schedule performance of the Services and address any issues that may arise.

b. Customer will provide Provider with all data and information reasonably necessary for Provider to perform the Services.

c. Customer shall provide and coordinate Provider's onsite access to any Customer facilities or Customer network or system (the "Customer System") as necessary. Customer shall inform Provider in writing and in advance of Services, of any security and access standards or requirements with respect thereto.

5. Warranties.

a. Each party warrants and represents that: (i) it has the legal right to enter into this Agreement and perform its obligations hereunder; and (ii) the performance of its obligations hereunder will not violate any applicable U.S. laws or regulations or cause a breach of any agreements with any third parties. In addition, Provider represents and warrants that the performance of its obligations and provision of the Services will not violate any applicable laws.

b. Provider further represents and warrants that (i) it owns or otherwise has all necessary rights to provide the Services and the Software¹ to Customer; (ii) the Services and Software do not infringe or violate the copyright, trade secret, trademark or U.S. patent right of any third party; (iii) Provider itself has not misappropriated or obtained any data provided by Provider as part of and in connection with the Services (collectively, the "Data") through improper or unauthorized means; and (iv) it will perform the Services in a professional and workmanlike manner consistent with standard industry practices, and will use commercially reasonable efforts to prevent the transmission of any Trojan horse, malicious code, or other computer software code, routines or device designed to disable, damage, impair, erase or deactivate any data via the Provider's networks or systems to the Customer System.

c. Customer represents and warrants to Provider that (i) Customer has the full right, power and authority to grant the rights granted herein and to provide Provider the Customer Data, access to the Customer facilities and network (the "Customer System"), and any other Customer-provided materials for Provider's use; (ii) neither Provider's access to or use of the Customer Data or the Customer System will: (A) give rise to any action or claim by a third party; or (B) cause Customer to breach any of its agreements or understandings in relation to the Customer Data or the Customer System, including without limitation any terms of use to which Customer is bound; (iii) the Customer Data will not contain any confidential or proprietary information of a third party that Customer does not have the right to provide; and (iv) Customer will use commercially reasonable efforts to prevent the transmission of any Trojan horse, malicious code, or other computer software code, routines or device designed to disable, damage, impair, erase or deactivate any data via the Customer System to Provider's networks or systems.

d. Specific warranties with respect to each Service, to the extent given, are set forth in the Schedules applicable thereto. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE APPLICABLE SCHEDULE, THE SERVICES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND PROVIDER AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PROVIDER DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC RESULTS FROM CUSTOMER'S USE OF THE

¹ "Software" means the software (in source and object forms) and related documentation owned or licensed by Provider or another Vendor, sold to Customer by Provider and furnished to or used by Customer under this Agreement in connection with the Service(s).



SERVICES. AS BETWEEN THE PARTIES, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL CUSTOMER DATA PROVIDED BY CUSTOMER IN CONNECTION WITH THE SERVICES.

6. Limitation of Liability; Force Majeure.

a. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF DATA OR PROPERTY ARISING FROM ANY CLAIMS WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT TORT), OR OTHERWISE IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, EVEN IF THE PARTY, ITS AFFILIATES OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

b. EXCEPT WITH RESPECT TO LIABILITY FOR PROVIDER'S NEGLIGENCE OR WILLFUL MISCONDUCT, BREACH OF SECTION 6 HEREOF OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 8(B) AND 8(C), OR AS MAY BE OTHERWISE SET FORTH IN AN SCHEDULE WITH RESPECT TO A SPECIFIC SERVICE, IN NO EVENT WILL PROVIDER, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY USERS UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS AN AMOUNT EQUAL TO FIVE TIMES THE TOTAL FEES RECEIVED BY PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

c. THE PARTIES ACKNOWLEDGE THAT PROVIDER HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

d. Neither party shall be liable for and will not be responsible to the other for any delay or failure to perform under this Agreement if such delay or failure results from any act or cause beyond the reasonable control of the affected party. If either party is unable to perform under this Agreement because of the occurrence of an event of force majeure lasting more than ten (10) days, then the other party may terminate the affected Service(s) and applicable Schedule(s) upon written notice to the other party.

7. Confidential Information.

a. Each party acknowledges that it will have access to certain Confidential Information² of the other party, which shall expressly include, but not be limited to, Provider Technology³ (with respect to Provider) and the Customer Data⁴ (with respect to Customer). Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or to the limited extent required to achieve the purposes of, this MSA, nor disclose to any third party (except as required by law or to such party's employees, attorneys, accountants and other advisors as reasonably necessary), any Confidential Information of the other party. Each party will protect the confidentiality of the Confidential Information of the other party by employing the same measures (but in no event less than reasonable measures) as it takes to protect its own Confidential Information. The obligations of this Section 7 shall last during and for three (3) years following the term of this MSA or until said Confidential Information is no longer confidential as contemplated by this Section 7.

b. The Receiving Party may disclose Confidential Information pursuant to the requirements of a validly issued subpoena, governmental agency or by operation of law, provided that it gives the Disclosing Party, when practical and permitted by law, reasonable prior written notice sufficient to permit the Disclosing Party to contest such disclosure.

c. In the event of a violation or threat of violation by a party, directly or indirectly, of the terms of Section 7(a), the party who would be harmed by such violation, will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction. Each party acknowledges that a violation of this section would cause irreparable harm and that all other remedies are inadequate.

d. In the event that Customer discloses personal data to Provider ("Personal Data"), Customer agrees (i) that Provider or

² "Confidential Information" means all information, whether oral or written, received by a party, its Affiliates, or agents (the "Receiving Party") from the other party, its Affiliates or agents (the "Disclosing Party") during the term of this MSA; provided that "Confidential Information" shall not include information which is: (i) approved for disclosure by the Disclosing Party; (ii) becomes known publicly through no fault of the Receiving Party; (iii) is lawfully obtained from a third-party or parties free of any known restrictions on disclosure; (iv) is already known to the Receiving Party; (v) is developed by or for the Receiving Party independent of Confidential Information of the Disclosing Party; or (vi) is released without restriction by the Disclosing Party.

³ "Provider Technology" means Provider's proprietary technology, including the Services, the Software, software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, trade secrets and any related intellectual property rights throughout the world (whether owned by Provider or licensed to Provider from a third party) and also including any derivatives, improvements, enhancements or extensions of Provider Technology conceived, reduced to practice, or developed during the term of this Agreement by either party.

⁴ "Customer Data" means (i) information or data created or otherwise owned by Customer or any client of Customer, or licensed by Customer from third parties used in conjunction with the Services; or (ii) information or data output generated by the Services that is based on information or data supplied by the Customer and is specific to the Customer.



its Affiliate(s) may process such Personal Data consistent with applicable law and regulation, only for the purpose of the provision of Services by Provider to Customer; (ii) upon Customer's written consent, such processing may include the transfer of such Personal Data to Provider's Affiliates worldwide or its storage in a local or foreign database; and (iii) that Customer will, to the extent required by applicable law, obtain all necessary consents to such processing from the data subjects concerned. Provider will take all necessary and reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, or alteration.

e. Neither party will publish or use any advertising, sales promotions, press releases or other publicity that uses the name, logo, trademarks or service marks of the other without the prior written approval of the other.

8. Indemnification.

a. In addition to any indemnification obligations set forth in an applicable Schedule, Customer will indemnify, defend and hold Provider, its Affiliates and their respective directors, officers, employees, agents, successors and assigns (each a "Provider Indemnatee") harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and costs) payable to a third party (collectively, "Losses") and resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against a Provider Indemnatee arising out of Customer's (i) breach of Section 5(a) of this MSA; or (ii) gross negligence or willful misconduct.

b. In addition to any indemnification obligations set forth in an applicable Schedule, Provider shall protect, indemnify, hold harmless, and defend Customer, and its officers, directors, employees, agents, servants, invitees, successors and assignees, from and against all losses, damages (including punitive damages), demands, claims, suits and other liabilities, including attorney fees and other expenses of litigation or defense (all hereinafter referred to as "Claims"), because of: (i) bodily injury, including death at any time resulting therefrom; (ii) damages to all property; (iii) violation of or failure to comply with any applicable law, ordinance, regulation, rule or order; or (iv) a breach by Provider, its employees, agents, servants, subcontractors or vendors, of any term, provision or warranty contained herein which occur, either directly or indirectly, in connection with performance of such work or while Provider or its employees, agents, servants, subcontractors and vendors are present on Customer's premises, regardless of Customer's fault or negligence or strict liability, except to the extent the total liability, loss or damage is attributable to and caused by the sole and exclusive negligence of Customer, or except to the extent as limited by applicable law. Without limitation, Provider's indemnification obligation under this Section 8(b) includes any claim, damage, loss or expense arising from or in connection with any act by an agent, contractor, provider, or employee of Provider that results in, or is intended by such agent, contractor, provider, or employee to result in, harmful, or otherwise unauthorized access into any of Customer's systems, data, Confidential Information, or technology.

c. In addition to any indemnification obligations set forth in an applicable Schedule, Provider will indemnify, defend and hold harmless Customer, its Affiliates and their respective

directors, officers, employees, agents, successors and assigns (each a "Customer Indemnatee") from and against any and all Losses resulting from any Action brought by any third party against a Customer Indemnatee arising out of any and all third party claims that any Provider Technology provided to Customer hereunder infringes on any copyright, patent or other proprietary right of any third party or misappropriates any trade secret of a third party (each, an "Infringement Claim") If, by reason of any suit or threatened action concerning intellectual property, Customer is enjoined from using the Provider Technology or Provider is enjoined from performing any services or part thereof, Provider, at its own expense, shall (i) procure the right for Customer to continue use of the Provider Technology or the right for Provider to perform the services, or (ii) replace or modify the Provider Technology or performance of the services so that the Provider Technology or services become non-infringing or non-misappropriating, provided such replacements or modifications are at least equivalent to the infringing or misappropriating Provider Technology or services. Notwithstanding the foregoing, Provider shall have no obligation under this Section 8(c) to the extent such Action is caused by (i) any use of the Services, Software or Data not in accordance with this Agreement; (ii) Customer's failure to comply with specifications or requirements supplied by Provider (including, without limitation, the Minimum Requirements⁵); (iii) any material breach by Customer of its obligations under this Agreement; or (iv) the operation, combination or use of Services, Software or Data, without Provider's prior written consent, with products or services provided by Customer or third parties.

d. Each party's indemnification obligations under this Agreement (including, without limitation, any such obligations set forth in an applicable Schedule) shall be subject to: (i) receiving prompt written notice of the existence of any Action (provided, however, that failure to satisfy this condition shall relieve a party of its indemnification obligations only to the extent the indemnifying party is actually prejudiced thereby); (ii) being able to, at its option and expense, control the defense of such Action (provided, however, that the indemnifying party shall not, without the prior written consent of the indemnified party, settle any Action or otherwise consent to the entry of any order or judgment in any Action if such settlement, order or judgment admits any liability of the indemnified party or requires the indemnified party to take or to refrain from taking any action, other than the payment of damages); (iii) permitting the indemnified party to participate in the defense of any Action, at the indemnified party's option and expense; and (iv) receiving reasonable cooperation of the indemnified party in the defense thereof. In the event Customer notifies Provider of any Action against Customer, Provider's indemnification obligations shall be further conditioned on Provider having the option to do one or more of the following: (x) to permit any party obligated to indemnify Provider in such circumstances to defend or settle, at such party's own expense, such a claim or suit, provided that such party adheres to the same obligations as to those which Provider is bound under this MSA and Provider shall remain solely responsible for such third party's compliance with the terms of this MSA; (y) if applicable or appropriate, to procure a license

⁵ "Minimum Requirements" means the minimum browser and system requirements set forth in the applicable Schedule that relate to the equipment from which the Services are accessed. Provider may amend or revise the Minimum Requirements from time to time, in its sole discretion.



sufficient to continue offering the Services (including, without limitation, Customer's use thereof); or (z) to terminate the applicable Service (provided that in the event of terminating the applicable Service, Provider shall continue to remain liable for its indemnification obligations).

9. Assignments. Neither this Agreement, nor a party's obligations or rights hereunder, may be transferred or assigned by either party without the other party's prior written consent, which shall not be unreasonably delayed, withheld or conditioned; provided, however, that either party may assign this Agreement in whole, but not in part, without the other party's consent to (a) any entity controlled by, under common control with, or controlling such party; (b) the successor-in-interest in any merger, share exchange or other reorganization; or (c) the purchaser of all or substantially all of such party's assets. Any attempted assignment, transfer or other disposition by a party in violation of this provision will be null, void and of no force and effect. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto.

10. Non-Solicitation of Employees. During the Term hereof, and for a period of one (1) year thereafter, Provider and Customer hereby covenant and agree not to solicit, divert or attempt to hire, any employee of the other party. This provision shall in no way restrict the right of either party to solicit generally in the media for required personnel, and will not restrict employees, contractors, or representatives of either party from pursuing on their own initiative employment opportunities from or with the other party.

11. On-Site Policies and Insurance. For the duration Provider is on-site at Customer's facilities, Provider agrees to comply with the policies set forth in the attached Exhibit B – On-Site Policies, and such other written policies that are specific to the facility, made available to Provider upon request. Without limiting in any way the scope of any obligations or liabilities assumed hereunder by Provider, prior to Provider or its agents entering any of Customer's sites, Provider shall comply with the insurance requirements set forth in the attached Exhibit C – Insurance.

12. General. This Agreement constitutes the exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. Each Schedule includes terms that are in addition to, and not in lieu of, this MSA. The headings in this Agreement are provided for convenience only and will not affect its construction or interpretation. The parties and their respective personnel are and shall be independent contractors, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. This Agreement may only be amended in writing by the mutual consent of the parties. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. There shall be no third party beneficiaries to this Agreement. All notices shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, designate by notice to the other party. This Agreement and all obligations of the parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws rules or analyses. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. This MSA and any Schedule entered into hereunder may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The parties may sign this MSA and any Schedule and deliver the signature pages via facsimile or electronic transmission or otherwise in accordance with this Section 11 of this MSA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

AGREED:

PROVIDER:

VERTERIN, INC.

By: 

Name: Peter Ridgley

Title: President

Date: 12/15/2017

CUSTOMER:

Auto Club Group

By: 

Name: Gary N. Galik

Title: Senior Specialist

Date: 12/15/17

