U.S. Computer Connection, LLC
Master Service Agreement

This Service Agreement ("Agreement") is entered into by and between U.S. Computer Connection, LLC ("Company"), with offices at 933 Hope Street, Stamford, CT 06907, and ("Client")

THE PARTIES AGREE AS FOLLOWS:

1. **SERVICE PLAN.** The Company will provide you (Client) with services (the "Services") in accordance with the terms of the service plan or plans you have selected as set forth in the Service Plan Schedule(s) attached hereto (the "Service Plan"). If you select the PCP Plan, the Company will provide maintenance services based on the number of hours selected, plus the cost of replacement of equipment, spare parts, and new equipment.

2. **SERVICES**. Unless otherwise agreed, Services shall be performed during Company's normal business hours. Commercially reasonable efforts will be made to provide these Services in a timely fashion in accordance with the severity of the need. Services may be performed onsite or remotely. Company agrees to provide these Services to the Client in accordance with the provisions of this Agreement.

3. **TERM**. The Schedule of Terms executed by the Company and the Client set forth terms applicable to this Agreement. This Agreement will renew automatically month to month, at the standard price set forth on the Company's then most current price schedule, unless terminated by either party with at least thirty (30) days written notice.

4. **BILLING.** All hours billed shall round up to the next quarter hour. Any visit onsite that is not covered under the Service Plan and any work performed outside of normal business hours will be billed at the rate of one and one-half (1.5) hours' time plus travel time.

5. **TERMS OF PAYMENT**. Each monthly fee is invoiced on the first of the preceding month with payment terms due upon receipt, except that the fees for support under the PCP Plan must be paid in advance of the rendering of Services. Payments will be submitted to: U.S. Computer Connection, LLC, 933 Hope Street, Stamford, CT 06907, or such change of address of which the Company provides notice from time to time. If payment is not received within thirty (30) day of the due date, a late fee of the greater of $50 or 3% will be applied. If payment is not received within 60 days of receipt of invoice, this Agreement shall be considered in breach and default interest will accrue at an annual rate of 18% from the first date of lateness or the maximum legal rate if lower. The Client shall pay thirty dollars ($30.00) for all returned checks. If the Company terminates this Agreement for nonpayment,

6. **SERVICE PROCEDURES**: Call the Company at (203) 356-0444 and explain the problem. The Company, or one of its agents, will be on-site within 8 business hours, if the problem cannot be resolved over the phone. If the network server is down, the Company or one of its agents will be on-site the same day if notified prior to 12 noon.

7. **STAFFING**. The Company shall provide personnel with the necessary skill, experience and professional qualifications to carry out the Services. The Company will use its sole discretion in selection of all its personnel and may also select qualified subcontractors to perform Services.

8. **CLIENT OBLIGATIONS**.

    8.1 The Client acknowledges that the Company's ability to deliver Services is dependent upon its full and timely cooperation, as well as the accuracy and completeness of any information and data it provides. Therefore, the Client must:

        8.1.1 Provide the Company with access to, and use of, all reasonably required information, data, documentation, computer time, facilities, working space and office services; and

8.1.2   Appoint a representative who shall provide liaison with the Company, and have proper authority to commit the Client, be available at all times when Company's personnel are at Client's site (or designate an alternate with the same level of authority in the event of unavailability caused by illness or other reasons), and meet with the Company's representatives from time to time to review progress and resolve any issues relating to the Services.

8.2   The Client is responsible for delays to the delivery of Services caused by the Client or resulting from its failure to fulfill any of its obligations.

8.3   The Client acknowledges and approves that Company has full access to the Client's systems, and has authority to have such access, when onsite and from remote locations using the Client's technology and using the Company's own remote management software system.

8.4   If the Client is a Covered Entity, Business Associate or Subcontractor, as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and its implementing regulations promulgated at 45 C.F.R. Parts 160 and 164 (collectively, "HIPAA"), it shall not transmit to Company or allow Company access to Client's Protected Health Information, as defined under HIPAA, until the Client and Company have executed a HIPAA-compliant Business Associate Agreement. It shall be the Client's sole responsibility to notify Company if the Services require Company to receive or access the Client's Protected Health Information and the Client shall be responsible for preventing the transmission of or access to its Protected Health Information by Company until such Business Associate Agreement has been executed. If Company and the Client agree that Company's receipt of or access to Protected Health Information is necessary for the performances of Services, (i) Client shall execute and deliver to Company its standard form of Business Associate Agreement as set forth at www.uscomputer.com/baa unless the Client and Company execute a different form of Business Associate Agreement; and (ii) in the absence of any such executed Business Associate Agreement, the Company's form of Business Associate Agreement shall be deemed to have been executed by Company and Client and shall be effective as of the date of such agreed-upon receipt of or access to Protected Health Information.

9.   **WARRANTY AND DISCLAIMERS**. Company's sole and exclusive warranty is that the Services provided under this Agreement shall be performed in conformity with the standard practices in the industry. Notwithstanding the foregoing, the security mechanisms implemented by Company have inherent limitations and Client is solely responsible for determining that these mechanisms sufficiently meet Client's security and operational needs. THE EXPRESS WARRANTIES IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CLIENT ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS SECTION 9. Company makes no guarantee or warranty whatsoever for the fitness of the goods or services of third party vendors or distributors, quality of their goods or services or delivery time of their goods or services.

Company will not be responsible for any damage, harm or interruption of the Services caused by (a) any virus, worm, code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the software, code, program, or sub-program, itself; (b) any device, method, or token that permits the circumvention of the normal security of the software or the system containing the code; or (c) any spyware, Internet bots, malware, bugs, web bugs or other surreptitious code (collectively, "Malicious Code"). Client acknowledges and agrees that, except to the extent Client specifically contracts for software from Company, it will be Client's sole obligation to ensure that it uses appropriate software and prevention techniques to avoid Malicious Code.

While the Company strives to implement commercially reasonable and industry standard software and network security systems and methodologies in order to protect information, including confidential information of Client, the Company makes no representations or warranties as to the ability of its security systems, protocols, firewalls, encryption process, or other security practices to ensure the privacy and security of the Services. Client shall, except to the extent Client specifically contracts for software from the Company, be solely responsible for implementing any security software, systems, and protocols that it deems appropriate related to its use of its confidential information or the Services.

10. **TERMINATION**.

    10.1   This Agreement may be terminated as follows:

        10.1.1   By the Company, immediately upon written notice to Client, if: (a) Client breaches any provision in Section 8 or Section 12, or (b) Client is in breach of this Agreement for failure to pay any portion of the Fees as set forth in Section 6 above;

        10.1.2   By the Company at any time upon thirty (30) days written notice to the Client; or

        10.1.3   By the Client at any time upon thirty (30) days written notice to the Company, accompanied by the payment of the termination fee set forth in Section 10.2 below.

    10.2   Upon termination or expiration of this Agreement for any reason, any amounts owed to the Company under this Agreement will be immediately due and payable, and all licensed rights granted in this Agreement will immediately cease to exist. Upon termination of this Agreement by the Company, Client shall pay, in addition to any amounts accrued through the date of termination, the monthly PCP/PCPe Base Fee payable for the month in which termination occurs and a termination fee of an additional monthly PCP/PCPe Base Fee.

11. **LIMITATION OF LIABILITY**.

    11.1   THE COMPANY'S CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, IS LIMITED TO THE RETURN OF ANY HARDWARE AND THE LESSER OF THE MONTHLY PCP/PCPe BASE FEE TIMES TWELVE OR THE SUM OF THE MONTHLY PCP/PCPe BASE FEES PAID UNDER THIS AGREEMENT TO THE DATE OF THE ACT GIVING RISE TO SUCH LIABILITY. THE CLIENT ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

    11.2   IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES TO THE CLIENT OR ANY OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE BY THE COMPANY OF ANY SERVICES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, PROFITS OR USE OF SOFTWARE), WHETHER FORESEEABLE OR NOT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **INDEMNIFICATION**. Client shall reimburse the Company for any costs incurred by Company, including without limitation reasonable attorneys' fees and costs, as a result of any governmental investigation or inquiry, any third party claim against Client or any actual or potential data breach or loss not solely due to Company's fault arising from products or Services provided pursuant to this Agreement (a "Data Breach"). Without limiting the foregoing, Client will be responsible for the payment of, or promptly reimburse Company for, (a) the time spent by Company personnel, billed on a quarter hour basis at Company's then current hourly rate for services performed; and (b) the actual cost of any audit, forensic investigation or other analysis or inquiry related to any Data Breach, including, but not limited to, fees and costs charged by any third party that is engaged by Company for the purpose of assisting with or completing the foregoing audit, forensic investigation or other analysis or inquiry. Subject to the provisions hereof, Client shall indemnify, defend and hold the Company harmless from and against any and all amounts incurred by Company or payable under any judgment, verdict, court order or settlement for third party claims brought against the Company and its licensors arising from products or Services provided pursuant to this Agreement, including, but not limited to loss of profits or revenue, loss of use of equipment, data loss, the cost of substitute or replacement equipment, and reasonable attorneys' fees and costs.

13. **NON-SOLICITATION AGREEMENT**. Client agrees that during the term of this Agreement it will not employ, solicit for employment or endeavor in any way to entice away from employment by the Company any person who is employed or furnished by the Company during the term of this Agreement, or induce any such person to terminate his or her relationship with the Company. In the event that Client hires or retains any of the employees of the Company or independent contractors retained by the Company who performed services for Client pursuant to this Agreement within twelve (12) months after such employee's or contractor's relationship with the Company terminates, the Client shall pay an amount equal to 100% of such employee's or contractor's total compensation for the last twelve months of employment at or retention by the Company (including, without limitation, salary, consulting fee, bonuses, commissions and in-kind payments).

14. **FORCE MAJEURE**. If the Company is unable to perform any of its obligations under this Agreement because of a natural disaster, strike, fire, flood, actions or decrees of governmental bodies, failure of suppliers, acts of terrorism, power outages, or civil disturbance, failure or fluctuations in electrical power, heat, light, air conditioning, or telecommunications, internet or network provider services, communications line failure or for any other reason where the failure to perform is beyond the control and not caused by the negligence of the Company (a "Force Majeure Event"), the Company will immediately give notice to the Client and do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement will be immediately suspended for the duration of the Force Majeure Event.

15. **CONFIDENTIALITY.** The Company agrees to hold confidential all of Client's non-public and proprietary information, including without limitation such information that is marked "Confidential," in its possession exercising the same degree of care that a reasonable and careful service provider would exercise with similar non-public and proprietary information of its own. If Client creates, receives, maintains or transmits information that is Protected Health Information as defined under HIPAA, Client shall be responsible for ensuring that its PHI is not transmitted to or made accessible by the Company in connection with the Company's provision of the Services unless both Client and the Company have fully-executed a HIPAA-compliant the Business Associate Agreement in accordance with Section 8.4. If Client and the Company have executed such Business Associate Agreement, the confidentiality of Protected Health Information shall be governed by the Business Associate Agreement. The Company does not require PHI to perform our functions.

16. **DISPUTE RESOLUTION**.

    16.1   Any controversy, claim, dispute or difference arising out of or related to this Order (hereinafter, a "dispute") shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Judgment rendered upon the award may be entered in any court having jurisdiction thereof. Neither party shall resort to proceedings before any court without first arbitrating the controversy or claim as provided herein except as provided by law. The forum for such arbitration shall be Fairfield County, Connecticut. All fees of the arbitration

proceeding relating to the claim or counterclaim, including arbitrator fees, shall be paid to the prevailing party or in such manner as the arbitrator shall in his or her equitable discretion determine.

16.2 Notwithstanding the foregoing, any party hereto may file with an appropriate court a claim for injunctive relief in any case where the filing party seeks provisional injunctive relief or where permanent injunctive relief is not available in arbitration. The filing of a claim for injunctive relief in such court shall not allow either party to raise any other claim outside of arbitration. Any such action or proceeding must be brought in a federal court in the state of Connecticut or in state court in Fairfield County, Connecticut and each party irrevocably submits to the jurisdiction and venue of those courts. The prevailing party shall be entitled to attorneys' fees and costs of enforcement.

17. **GENERAL**.

17.1 This Agreement is governed by, and interpreted in accordance with, the laws of the State of Connecticut, without reference to its conflicts of law principles.

17.2 Any notices, consents, or instructions required or permitted to be given pursuant to this Agreement shall be in writing and are effective when delivered by hand or on the date of delivery if by 5:00pm or the date after delivery if after 5:00pm if delivered by overnight mail, via certified mail, postage prepaid, return receipt requested, or by email to the Company or the Client, as the case may be, at the respective addresses or at such other address as Company or the Client shall from time to time designate to the other party by notice similarly given. If delivery is made on a Saturday, Sunday or holiday, delivery will be effective on the next business day.

17.3 No term or provision may be waived by either party, and no breach excused by either party, unless the waiver or consent is in writing signed by the party granting such waiver or consent. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.4 The Company will furnish services as an independent contractor with sole authority to control and direct the performance of the details of the services, the Client being interested only in the results obtained. The Company reserves the sole right to assign, reassign, and substitute its personnel at any time; and provide to its other clients the same or similar services.

17.5 The Client may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party without the Company's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void.

17.6 This Agreement, and any exhibits attached hereto, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by the authorized representatives of both parties. The terms on any purchase order or similar document submitted by the Client to the Company will have no effect.

17.7 If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

17.8 Each individual executing this Agreement on behalf of a corporation, limited liability company, partnership or other business entity (hereinafter collectively referred to as "Entity"), represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Entity in accordance with a duly adopted resolution and that this Agreement is binding upon the Entity.

17.9   This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by all of the parties hereto and delivered to the other parties hereto; it being understood that all parties hereto need not sign the same counterpart. This Agreement may also be executed and delivered by facsimile or other electronic delivery of signature.

SERVICE PLAN SCHEDULE

Managed Services Plan – PCP or PCPe

1. Services Included. Services for the PCP and the PCPe Plans are identified at the end of this Service Plan Schedule.

2. Services Excluded. Services that are excluded and will be invoiced separately include projects (such as new servers and workstations, server upgrades, network upgrades, office moves, and anything that would not reasonably be considered computer or network support), training beyond general user support, the cost of all hardware, software, out of state (CT) on-site visits for remote offices and parts; customer required same day or after hours requests for non-emergency services, work resulting from any damages caused by anyone outside the Company or by natural disaster, physical repair of printers, copiers, scanners or other peripherals, the physical repair portion of any out of warranty computer equipment, and any forensic analysis required as a result of discovery of a security incident or systems breach. Reference is made to the identification of the PCP and the PCPe services at the end of this Service Plan Schedule for those items which are excluded from the respective plan or for which additional charges are imposed.

    Unless the Backup Service Schedule is attached to this Agreement, the Client is responsible for maintaining an external procedure for reconstruction of lost or altered files, data or programs to the extent deemed necessary by the Client, and for actually reconstructing any such materials (i.e. backups, etc.).

    Forensic investigation work will be billed outside of the PCP or PCPe contract.

3. Requirements. Client shall comply with the following requirements:

    - Company-approved antivirus and/or anti-spyware installed and running on all machines;
    - Approved backup system that is maintained and rotated offsite by Client (unless the Backup Service Schedule is selected by the Client on the Schedule of Terms);
    - Company-remote management software be installed on all machines;
    - All machines be left turned on to allow after-hours support;
    - All service requests not involving a network or server outage be entered on the Company's website or e-mail or request to support@uscomputer.com to be scheduled,
    - All machines and the network be secured from unnecessary access as much as reasonable;
    - The use of standardized, modern equipment and software purchased from the Company (except for items Company is not authorized to sell); and
    - Current support arrangements with any custom application vendors (such as industry specific line of business systems).

U.S. COMPUTER CONNECTION
Quick. Friendly. Reliable.

933 Hope Street
Stamford, CT 06907
(203)356-0444
www.uscomputer.com

Managed Service Plans

PROACTIVE MONITORING	PCP	PCPe
24/7 Monitoring of Uptime & Alerts	✔	✔
Server Alert Notification and Escalation	✔	✔
Disk Health Monitoring	✔	✔
Microsoft & Third Party Patch Management and Deployment	✔	✔
Availability Status and Notification	✔	✔
LogMeIn License for Remote Access	✔	✔
Asset Inventory and Reporting	✔	✔
Backup Monitoring of Datto Devices	✔	✔
Client Portal	✔	✔
Technology Purchasing Assistance	✔	✔
Liaison with Vendors	✔	✔
BUSINESS CONSULTING	**PCP**	**PCPe**
Monthly Network Health Reporting	✔	✔
Annual Technology Review	✔	✔
Month to Month Contracts	✔	✔
Anti SPAM and Active Message Continuity	Add-On	Add-On
Antivirus Protection	Add-On	✔
Forensic Investigation	T&M	T&M
SUPPORT	**PCP**	**PCPe**
Remote Support (M-F 8:30am - 5:30pm EST)	T&M	✔
Onsite Support (Hours: M-F 8:30am - 5:30pm EST)	T&M	✔
Onsite Support (After Hours: 5:30pm - 8:30am EST)	T&M	T&M
Same-day Guaranteed Response - Critical Issues	8 Hour SLA	4 Hour SLA
Work Performed Outside of PCP Coverage	T&M	T&M

* T&M to be charged against hours contracted in Block of Hours Plan if applicable or at the Company's then most current price schedule if a Block of Hours Plan is not applicable.

** T&M to be charged at the Company's then most current price schedule for such work

*** For PCPe agreements, on-site support at client's remote location(s) located outside of Fairfield and New Haven Counties in CT and Westchester County in NY will be billable to the customer. If USCC dispatches a local resource to support the remote location, then that time will be billable to the customer as well.

SERVICE PLAN SCHEDULE

Backup Services

1. **Services**. Managed data protection and backup services.

2. **BDR System License**. As part of the provision of the Services, the Company Backup & Disaster Recovery Software Agent ("BDR Software") and the Company Backup & Disaster Recovery Device ("BDR Device") (collectively referred to herein the as "BDR System") must be installed on the Client's systems. Subject to the term and conditions of this Agreement, the Company grants the Client a limited, non-exclusive, non-transferable license, without the right to sublicense, to install and execute the BDR System as specifically configured by the Company solely in connection with the Company's provision of the Services. All rights not specifically granted to Client herein are expressly reserved by the Company. Client will not remove, alter, or obscure any proprietary notices (including copyright notices) on the BDR System.

3. **BDR System Requirements**. Client will report any errors that it becomes aware of with the BDR System promptly by phone or email to the Company. Client will arrange for and maintain communication services used to connect the BDR System to the Company's offsite data centers and remote monitoring facilities. Client is responsible for any communication costs associated with the connection between the Client site, the Internet, and the Company's offsite data centers. Client acknowledges that they are responsible for providing sufficient internet upload bandwidth to ensure the timely and successful transfer of backup data from the BDR Device to the Company's offsite data centers and that the Client may need to purchase additional bandwidth, depending on the growth of the Client's data and other factors that may influence the size of the backup image files. Furthermore, by not providing sufficient upload bandwidth and/or reliable internet connectivity, Client acknowledges that they may not be able to recover data from the copies of their backup image files residing at the Company's offsite data centers. Client further agrees to implement reasonable security and environmental precautions to ensure a high level of system availability for data protection and recovery. Client is solely responsible for maintaining the security of its account, password, files, network and user access.

4. **Infringing or Objectionable Data**. Client further covenants that it shall not knowingly place any data on the BDR System that: (a) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses, trojan horse, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, determinately interfere with, surreptitiously intercept, or expropriate any system, data, or personal information. Client shall defend, indemnify and hold the Company harmless against any third party claim, action, suit or proceeding alleging any breach of the covenants contained herein.

5. **Excluded Services**. Any additional professional or technical services requested by Client, including, but not limited to restoration or recovery of data from the BDR System, virtualization of client servers on the BDR Device, or any additional disaster recovery assistance not covered in the Services shall be charged to Client at the rates set forth above or, if not addressed in this Schedule, at the standard Company professional services rates then in effect.

6. **Disaster Recovery**. In the event of a catastrophe in which the BDR Device is damaged or destroyed, the Company shall deliver a replacement BDR Device, containing the most recent offsite backup images that were successfully uploaded to the Company's offsite data centers, once the Client has paid the BDR Device Hardware Replacement Fee. At no time shall a disaster constitute a reason

for terminating this Agreement. Client acknowledges that many factors contribute to an ability to successfully recover data from any backup system and further agrees that the Company cannot guarantee the recovery of any data backed up by the BDR System and that any assistance provided by the Company in recovering data from the BDR System is provided on a best-effort basis.

BDR Device Hardware Replacement Fee: Company's current rate per BDR Device plus labor at Company's current rate plus $1,000 for the disaster recovery service. Upon replacement or upgrade of the BDR Device, this fee will be revised upon notification by the company in writing of the revised fee.

Virtualization at the Collocation Fee: $6000 for the first 14 days and then $600 per day for each day afterwards.

7. **Equipment**. The BDR Device utilized by the Company in providing the Services, once purchased and paid for by the Client, shall be the property of the Client. If the BDR Device is stolen, damaged, destroyed, or is otherwise lost, Client agrees to pay the Company the BDR Device Hardware Replacement Fee. The Company also reserves the right to replace and/or upgrade the BDR System upon Client's approval at Client's expense with a system of similar or better configuration or capacity during the term of this Agreement.

8. **Ownership of Data**. The backup data stored on the BDR Device and at the Company's offsite data centers remains the sole property of the Client.

9. **Use Restrictions**. Client agrees not to: (a) modify, adapt, alter, translate or create derivative works from the BDR System; (b) merge the BDR System with other software; (c) sublicense, lease, rent, loan, or otherwise transfer the Services or BDR System to any third party; (d) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the BDR System; (e) use the Services or BDR System to process data or provide any service bureau activity for any third party; or (e) otherwise use the Services, or use or copy the BDR System, except as expressly allowed in this Agreement.

10. **Access**. Client understands that the BDR System includes a device that is installed in the Client's premises and connected to the Client's network for the purpose of backing up the Client's servers. Client agrees to grant the Company both physical and electronic remote access to configure, maintain and otherwise service the BDR System, as needed as part of providing the Services. Client also agrees to make all reasonable and necessary accommodations to grant the Company this access, and that not providing such access will constitute a default under this Agreement.

11. **Termination**. Upon termination or expiration of this Agreement, the Company may destroy any backup images residing at the Company's offsite data centers and shall discontinue provision of the Services. Client must promptly discontinue use of the Services and BDR Software and erase all copies of the BDR Software from Client's systems.