Just IT Solutions, LLC
Master Services Agreement
(Updated May 28, 2023)

This Master Services Agreement ("MSA") governs the relationship between Just IT Solutions, LLC, with an address at 911 Central Avenue, Suite 24, Albany, NY 12206 ("Just IT Solutions, LLC") and Customer (the "Client"). By executing and submitting the Order that references this MSA, Customer Acknowledges that it has had the opportunity to review the Master Services Agreement and hereby agrees to the terms and conditions contained herein. The individual(s) executing the Order represent that they have the authority to bind Customer to the Order.

WHEREAS, Customer desires to outsource to Just IT Solutions, LLC certain services;

WHEREAS, Provider, which is in the business of providing such services to Customer upon the terms and conditions provided herein, in any subsequent Service Level Agreement (SLA), and or individual Statements of Work (SOW); and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions that will govern Provider's provision of the Services to Customer.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, upon the general terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the Parties hereto agree as follows;

1.   AGREEMENT

The nature and scope of the services ("Services") are contained in the Service Level Agreement (SLA), Statement of Work (SOW), Retainer Agreement (RA), Managed Services Agreement (MSA), and/or Signed Quote or Order (collectively referred to as "Order") that the parties will agree in the future, and as amended in writing by the parties from time to time.

2.   RELATIONSHIP

In performing this MSA, Just IT Solutions, LLC and any and all third parties used by Just IT Solutions, LLC in connection with Just IT Solutions, LLC's performance of this MSA (its "Subcontractors") shall act as independent contractors and not as agents for or employees of the Client. Just IT Solutions, LLC and its Subcontractors shall be solely responsible for and shall promptly pay all federal, state and municipal taxes, chargeable or assessed with respect to Just IT Solutions, LLC's and its Subcontractors' employees respectively, including, but not limited to social security, unemployment, federal and state income tax withholding and other taxes and shall hold the Client harmless on account thereof. The relationship created by this MSA is a contract for services and nothing herein contained is intended to nor shall it create the relationship of a partnership, joint venture or employer-employee.

3.   COMPENSATION

Just IT Solutions, LLC shall provide the services of its personnel for the compensation outlined under the Order without additional charge, except as otherwise specifically set forth in the statement of work.

Just IT Solutions, LLC shall invoice the upon completion of work, unless otherwise agreed upon terms have been set forth in subsequently issued Service Level Agreement. The Client shall pay each invoice no later than thirty (30) days after receipt. Past due balances will be charged interest at the rate of one-and one-half percent (1.5%) per month, until either (a) balance has been paid in full including all interest accrued, or (b) the dept has reached a maximum term of 300 days past due. In which point the legal or 3rd party collections process is subject to begin. If the Client disputes an amount billed it will notify Just IT Solutions, LLC and negotiate in good faith to resolve the dispute. Client shall pay all costs of collection necessary to collect the amounts hereunder, including without limitation, legal fees, except to the extent such amounts are reasonably disputed in good faith.

4.   DESIGNATION OF PERSONNEL AND RESOURCES

Just IT Solutions, LLC shall use its reasonable best efforts to have resources and personnel available to the Client when needed, however the provision of resources and personnel to the Client is subject to availability in the sole discretion of Just IT Solutions, LLC.

5.   NON-SOLICIT AGREEMENT

Client further acknowledges that Client would gain substantial benefit and that Just IT Solutions, LLC would be deprived of such benefit, if Client were to directly hire any personnel employed by Just IT Solutions, LLC. Except as otherwise noted by law, Client shall not, without the prior written consent of Just IT Solutions, LLC, solicit the employment of Just IT Solutions, LLC personnel during the term of

the MSA/SLA/SOW and for a period of one (1) year following the termination or expiration of this MSA. Client agrees that Just IT Solutions, LLC damages resulting from breach by Client of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event Client violates this provision, Client shall immediately pay Just IT Solutions, LLC an amount equal to US $25,000 for non-exempt employees and US $75,000 for exempt employees, as liquidated damages and Just IT Solutions, LLC shall have the option to terminate this MSA without further notice or liability to Client. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Just IT Solutions, LLC would incur to identify, recruit, hire and train suitable replacements for such personnel.

6.   CONFIDENTIAL INFORMATION

a.   During the term of this MSA, either party may receive or have access to technical or proprietary information, including without limitation information about product plans and strategies, promotions, customers, customers' information and related nontechnical business information which the disclosing party considers to be confidential ("Confidential Information"). The parties hereto agree to disclose and receive such information in confidence. The information shall be used by only those employees of the receiving party ("Recipient") who have a need to know such information for purposes related to this MSA. The following information shall be considered confidential, whether or not it is marked confidential: (i) all information or data concerning or related to either party's products (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), (ii) any information obtained through access to any Information Assets/Systems (including

computers, networks, voice mail, etc.), (iii) all financial information pertaining to either party, (iv) all information related to Just IT Solutions, LLC's, or the Client's financial information, trade secrets, processes, formulae, specifications, programs, software packages, technical know how, methods and procedures of operation, business or marketing plans, proposals, licensed documentation, products or devices in development and plans for such developments, and all strategic plans, (v) all other written and oral information pertaining to Just IT Solutions, LLC, or the Client and identified as confidential by Just IT Solutions, LLC, or the Client. Other than in the performance of this MSA, neither party nor either party's agents, employees, or Subcontractors shall use or disclose to any person or entity any Confidential Information of the other party (whether in written, oral, electronic or other form) that is obtained from the other party or otherwise prepared or discovered in the performance of this NSA. Neither party shall make or use any copies, synopses, or summaries of oral or written material, photographs or any other documentation or information made available or supplied by the other party unless authorized in writing.

b. Recipient agrees to receive Confidential Information from the disclosing party during the term of this MSA and to hold in confidence such Confidential Information, except information that:

(i) At the time of disclosure is in the public domain;

(ii) After disclosure, becomes part of the public domain by publication or otherwise, through no act of Recipient nor any agent or employee of Recipient;

(iii) Recipient can establish by competent proof was in its possession at the time of disclosure by the disclosing party and was not acquired, directly or indirectly, from the disclosing party;

(iv) Is required by law, regulation, rule, act, or order of any governmental authority or agency to be disclosed.

c. Recipient shall treat as strictly secret and confidential all Confidential Information subject to the terms of this MSA, shall use all reasonable efforts to protect such Confidential Information, and shall not disclose or use any such Confidential Information or the concepts therein, except for the purpose of carrying out Services hereunder without the express written permission of the disclosing party. Recipient shall use all reasonable efforts to ensure that its officers, employees and agents working with or otherwise having access to Confidential Information shall not disclose or make unauthorized use thereof. Recipient agrees to keep, maintain and protect the strict confidentiality of the Confidential Information with at least the same vigor and effort used to protect any Confidential Information in its own business. Recipient agrees that such Confidential Information shall not be used for its own benefit or for the purpose of competing with the disclosing party and that such information shall not be disclosed to persons who do not have any direct need to know such Confidential Information in the performance of their corporate duties.

d. Recipient agrees to return promptly to the disclosing party, upon written request, all written materials and other things made available or supplied by the disclosing party to Recipient and all copies thereof containing Confidential Information upon request of the disclosing party, provided, however, that Recipient may retain one copy in its legal files for the purpose of determining its obligations under this MSA.

e. Recipient's obligations under this MSA shall expire five years after the termination of this MSA. No patent right or license is hereby granted to Recipient by this MSA and disclosure of Confidential Information shall not result in any obligation to grant Recipient any rights in and to Confidential Information.

7. PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

        a   Just IT Solutions, LLC's Retained Rights.

(i) Works Created by Just IT Solutions, LLC. The parties expressly recognize that the services performed hereunder are not "works made for hire", that Just IT Solutions, LLC is an independent contractor, and that Just IT Solutions, LLC is not an employee, partner, joint author or joint venturer of Client. Just IT Solutions, LLC. shall be deemed the sole author and owner of intellectual property rights that are created or acquired by Just IT Solutions, LLC and incorporated into the services, or incorporated into any work embodying or derived from any portion of the services. Unless otherwise agreed in writing, nothing herein shall be deemed to transfer any ownership of any of the foregoing technology or intellectual property. Client shall be deemed the author or owner of Client's data or any intellectual property provided by Client and incorporated into the services, or incorporated into any work embodying or derived from any portion of the services.

        b.   Client's Retained Rights.

(i) Works Created by Client. Client shall be deemed the author and owner of Client's intellectual property rights and all rights to its data. Unless otherwise agreed in writing, nothing herein shall be deemed to transfer any ownership of any of the foregoing data, technology or intellectual property.

8. INDEMNIFICATION

Customer agrees to defend, indemnify and hold Just IT Solutions, LLC and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, relating to or arising from, any and all use of the services provided hereunder.

9. LIMIT ON LIABILITY

IN NO EVENT SHALL JUST IT SOLUTIONS, LLC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) OR LOSS OF ANY NATURE OR LOSS OF GOODWILL WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER CLAIMS ARE BASED ON REMEDIES ARE SOUGHT IN WARRANTY, CONTRACT, NEGLIGENCE, STRICT TORT OR OTHERWISE, REGARDLESS OF WHETHER Just IT Solutions, LLC IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT WILL THE MAXIMUM AMOUNT OF Just IT SOLUTIONS, LLC'S LIABILITY UNDER THIS MSA EXCEED $5,000.

10. WARRANTIES

a.   Development, Services and Consulting. Just IT Solutions, LLC warrants that all Services provided hereunder are provided using Just IT Solutions, LLC's reasonable best efforts.

b.   Software by third parties. If Just IT Solutions, LLC provides, licenses, sublicense, provides on a service bureau or like basis, or sells to Client software created by or licensed from a third party, such software shall carry only such warranties are provided by the owning or licensing party.

c.   Just IT Solutions, LLC EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE AND NON- INFRINGEMENT OF THIRD-PARTY RIGHTS.

11.   TERMINATION

This MSA may be terminated at any time by either party, without cause, by ninety (90) days written notice to the other party.

Upon any termination of the MSA, Just IT Solutions, LLC shall be entitled to receive payment, subject to the terms and conditions of this MSA, for any work performed up to the termination date and work in process shall be completed by Just IT Solutions, LLC and paid for by the Client unless otherwise agreed to by the parties hereto. In addition, if any MSA requires a contractual commitment by Just IT Solutions, LLC that extends beyond the notice periods described above, the Client will reimburse Just IT Solutions, LLC in advance for any amounts it is obligated to pay pursuant to any such commitment. The provisions of section 5, 6, 7, 8, 9 and 10 shall survive the termination of this MSA.

12.   NON-RESTRICTIVE RELATIONSHIP

Nothing in this MSA shall be construed to prevent Just IT Solutions, LLC from independently developing or entering into agreements to provide similar work with other third parties.

13.   NOTICE

Unless otherwise stated, all notices required under this MSA shall be in writing and shall be considered given upon personal delivery of the written notice or within forty-eight (48) hours after deposit in the U.S. Mail, certified or registered, and appropriately addressed to the addresses given at the beginning of this document.

14.   FORCE MAJEURE

In the event of delay or inability to deliver or perform any obligation of Just IT Solutions, LLC under this MSA caused by any reason beyond Just IT Solutions, LLC's reasonable control, including but not limited to, acts of God, any government authority or the public enemy, epidemic, quarantine restrictions, strikes, freight embargoes, unusually severe weather, fires, floods, labor disputes, riots, accidents, or voluntary or mandatory compliance with any governmental act, regulation or request, Just IT Solutions, LLC may, without penalty or liability, extend times of performance to the earliest time deemed feasible by mutual agreement of the parties hereto.

15.   BINDING EFFECT AND ASSIGNMENT.

This MSA shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This MSA may not be assigned by either party, without the prior written consent of the other, which may be granted or withheld at that party's sole discretion.

16.   GOVERNING LAWS

This MSA shall be governed by and construed in accordance with the laws of the State of New York.

17.   SEVERABILITY

If any provision of this MSA is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to negotiate in good faith a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this MSA.

18.   WAIVER

Neither party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights.

19.   ENTIRE AGREEMENT

This document, together with subsequently issued SLA, represents the entire agreement between the parties as to the matters set forth herein and supersedes all prior discussions or understandings between them. This MSA may be modified only by a writing signed by an authorized representative of each party. Unless specifically provided herein the terms of this MSA shall not amend or modify any prior written agreements between client and Just IT Solutions, LLC, specifically including documents already executed.