

MASTER AGREEMENT OF TERMS AND CONDITIONS

This Master Agreement contains the following “Terms and Conditions” that govern the delivery of the services (“Services”) provided by Arakÿta, LLC (“Arakÿta”) to the customer named in the Services Schedule (“Customer”), and the terms of this Master Agreement are incorporated into all agreements between Arakÿta and Customer.

1. Project Authorization and Services.

The Services provided under these Terms and Conditions will be those set forth in any mutually agreed Services Schedule, Arakÿta quotation, order form, statement of work or other document executed by the Arakÿta and Customer referencing these Terms and Conditions (each, a “Services Schedule”). Each Services Schedule shall be governed by these Terms and Conditions. Customer warrants that the individual executing the Services Schedule is a duly authorized representative of Customer and understands that these Terms and Conditions are incorporated into all agreements between Arakÿta and Customer.

2. Effective Date.

The date listed on the applicable Services Schedule shall be the effective date (the “Effective Date”) between Customer and Arakÿta.

3. Term and Renewal of Master Agreement.

The term of this Master Agreement shall commence upon the Effective Date and shall continue for an initial term listed in the Services Schedule (the “Minimum Term”). This Master Agreement shall continue in force throughout the Minimum Term and, thereafter, for subsequent consecutive renewal terms of one (1) year (the “Renewal Term”). Renewals shall continue on such terms while a Services Schedule exists.

4. Pricing, Payment, and Alteration of Statement of Work.

4.1. Arakÿta hereby agrees to provide Customer with each deliverable (collectively, the “Deliverables”) specifically set forth and described in the Services Schedule. The parties agree that a Services Schedule corresponding to each deliverable shall be agreed upon prior to work containing the full and complete description of the work to be performed by Arakÿta. All parties shall act to complete the work described within a reasonable time. Delivery or completion schedules denoted within each Services Schedule are estimates only and are dependent upon timely receipt from Customer of all necessary information and authorizations.

4.2. Customer agrees to pay Arakÿta based upon the prices and billing method denoted within each Services Schedule. Customer agrees to reimburse Arakÿta for reasonable travel, living, and related expenses incurred by Arakÿta. Arakÿta agrees to provide to Customer an estimate of expenses deemed as travel, living, and related expenses in

advance of incurring them. Arakÿta agrees to waive its right to collection of travel, living, and related expenses which are not provided in an advance estimate except in the case of a legitimate emergency. In the event such an emergency does result in travel, living, or related expenses, Arakÿta shall notify the Customer as soon as is reasonably practical and these expenses will be deemed collectable. Unless otherwise stated, all pricing, price terms, invoices, payments, expenses and reimbursements are expressed in U.S. Dollars.

- 4.3. Arakÿta will invoice Customer for amounts owing and, unless otherwise designated, invoices are payable upon receipt. If available, in lieu of paying sales taxes, Customer may provide Arakÿta with a tax exemption certificate acceptable to any applicable taxing authorities. If invoices are not when due, Arakÿta will give written notice of non-payment and specify a cure period of at least fifteen (15) days. Interest of 1.5% will be assessed each month on all amounts due and owing Arakÿta.
- 4.4. If an invoice remains unpaid after the cure period expires, Arakÿta may, reserving all other legal remedies and rights, terminate this Master Agreement upon five (5) business days' notice to Customer. In the event of termination or expiration of the Master Agreement, all other relevant Sections shall survive any such termination or expiration.
- 4.5. Customer will review project progression with Arakÿta no less frequently than monthly. All changes requested by Customer will be in writing. Arakÿta will notify Customer if a requested change would either require additional time or affect Arakÿta's charges other than those set forth in the applicable Services Schedule. Arakÿta will perform the change only if Arakÿta and Customer agree in writing on equitable adjustments to scheduled pricing and charges.
- 4.6. This Master Agreement, along with the applicable Services Schedule, contains the entire agreement of the parties with respect to the subject matter of this Master Agreement, and supersedes all prior negotiations, agreements, and understandings. This Master Agreement may only be amended by a written document duly executed by all parties. Customer acknowledges that no representation, promise, inducement, or statement of intention has been made by Arakÿta except those which are expressly included herein and in the documents referenced herein.

5. Conflict between Master Agreement and Services Schedule.

In the event of conflict or inconsistency between the general provisions of this Master Agreement and those of an individual Services Schedule, the conflict or inconsistency shall be resolved in the following precedence: (1) first in favor of the this Master Agreement; (2) second in favor of the Services Schedule; and (3) third in favor of any invoice or individualized agreement executed subsequent to this Master Agreement.

6. Intellectual Property, Data Licensing, and Data Usage Rights.

6.1. In the event that Arakÿta develops or improves materials, software, or data for the Customer, it is agreed that Customer will have a non-exclusive, perpetual, royalty-free license to use such materials, software, or data. Intellectual Property rights, title, and ownership of any materials, software, or data developed shall remain exclusively with Arakÿta unless otherwise provided in the Services Schedule.

6.2. Software furnished by Customer for use by Arakÿta shall be in good and usable condition. Customer will be solely responsible for ensuring the correctness and completeness of the software and will also provide any technical support necessary in Arakÿta's use of such software in performance of the Services Schedule. Customer will retain copies of all software provided to Arakÿta and will be solely liable for acquiring and furnishing any necessary licenses. In the event Arakÿta requires additional copies of the software, Customer agrees to furnish them at no additional charge. All software, and copies of software, provided by the Customer shall remain the property of Customer. Within ninety (90) days of completion of a project or service Arakÿta shall return all Customer software and software licenses to Customer or shall dispose of them in accordance with Customer's instructions.

6.3. Software furnished by Arakÿta may be subject to the Microsoft Licensing and Usage Agreement. Customer will be solely liable for complying with all third-party licensing agreements for any and all software used, provided, or installed as part of the Services Schedule.

7. Disclaimer of Agency Relationship, Non-Solicitation of Employees, and Personnel Standards of Conduct.

7.1. Neither party, nor its employees or officers, are, or shall be deemed to be, employees of the other party. Each party will be solely responsible for the payment of its employees' compensation and benefits, including employment taxes, workers'

compensation, unemployment insurance, and any similar taxes or assessments arising out of or associated with their employment as well as any and all other responsibilities, obligations, and liabilities employers have toward their employees.

- 7.2. This Master Agreement shall not create any partnership or joint venture between the parties. Nothing contained in this Master Agreement shall be construed as creating an agency or representative relationship between the parties for any purpose. No provision of this Master Agreement grants either party any express or implied right of authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other party, or to bind the other party in any manner or thing whatsoever.
- 7.3. Customer agrees that, without expressed written consent, at all times while Customer is employing the services of the Arakÿta and for twelve months after the contract period terminates, Customer will not, directly or indirectly, hire, retain (including as a consultant or otherwise) or encourage any employee or contractor of Arakÿta to leave the employment of or contract with Arakÿta or hire or retain (including as a consultant or otherwise) any former employee or contractor of Arakÿta who has left the employment of or contract with Arakÿta.
- 7.4. While on Customer's premises in connection with the performance of this Master Agreement and Services Schedule, Arakÿta personnel will comply with the same rules of conduct as apply to Customer's own personnel and for which Arakÿta is given reasonable notice. On notice from Customer, Arakÿta will remove any of its personnel assigned to perform work under this Master Agreement who do not comply with these rules of conduct.
- 7.5. Customer agrees to provide a safe working environment for Arakÿta personnel under the work requested by Customer and to make commercially reasonable adjustments if such workplace conditions change and Customer has been made aware of such changes. Customer agrees to provide to Arakÿta such office facilities, equipment, Internet access, telephone access, and other resources necessary and appropriate to perform the work described in the Project/Service Description(s).

8. Confidentiality of Information.

- 8.1. Arakÿta and Customer acknowledge that material and information may come into the possession or knowledge of each other in the course of providing services consists of confidential and proprietary data. Arakÿta and Customer agree that such information shall be treated as confidential information ("Confidential Information") on condition that it is in documentary form and marked "confidential" at the time of disclosure. If

not in documentary form at the time of disclosure, the disclosing party agrees to reduce such to writing and to forward to the receiving party within ten (10) days from the date of initial disclosure. Arakÿta and Customer agree to hold such Information in strictest confidence; not to make use thereof other than for the performance of the contract; to release it only to employees requiring such information and not to release or disclose it to any other party. No obligation of confidentiality applies to any Information that the receiving party (i) already possesses without obligation of confidentiality; or (ii) develops independently; or (iii) rightly receives without obligation of the confidentiality from a third party; or (iv) receives after prior disclosure by the disclosing party to a non-Customer third party without similar restrictions. This obligation shall survive the termination of this Master Agreement.

8.2. Arakÿta shall treat as confidential, and shall not disclose or otherwise make available, the personal account information or other data received by Arakÿta from the Customer or its Customers to any person, other than employees, agents, subcontractors or affiliates of Arakÿta or Customer (collectively “Employees and Agents”). Arakÿta shall instruct such Employees and Agents to keep such information confidential by using the same care and discretion that Arakÿta uses with respect to its own confidential information. Customer may provide Arakÿta with information or access to information concerning personas or entities that obtain financial products or services from Customer. Arakÿta acknowledges that its right to use and re-disclose non-public personal information concerning Customer’s Customers (the “Information”) is limited by the Gramm-Leach-Bliley Act of 1999 (Pub. L. 106-102, 113 Stat. 1138) (the “GLB Act”) and its implementing regulations and by other federal and state laws and regulations regarding privacy and the confidentiality of Customer records. To protect the privacy of Confidential Information Arakÿta shall:

- 8.2.1. Limit access to confidential information to those Employees and Agents who have a need to know so as to carry out the purposes for which the information was disclosed;
- 8.2.2. Use information solely to carry out the purposes for which the information was disclosed and for no other purpose;
- 8.2.3. Take reasonable steps to ensure the security and confidentiality of Customer information;
- 8.2.4. Immediately notify Customer in the event of any breach in security related to the information; and,

8.2.5. Establish, document, and implement reasonable measures for the proper disposal of the information.

8.3. Upon the termination or expiration of a Services Schedule or this Master Agreement, both Customer and Arakÿta agree to immediately return to the other Party any and all documents, records, computer disks, and all other repositories of any Confidential Information, including copies thereof, provided to or then in that Party's possession or control. To the extent Confidential Information is stored in electronic form on any computers or other electronic devices owned by one of the Parties, that Party further agrees to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination or expiration of a Services Schedule or this Master Agreement.

9. Warranty.

9.1. Provided that Client performs its obligations to Arakÿta under these Terms and Conditions and the applicable Services Schedule, Arakÿta warrants to Client that the Services performed by Arakÿta will be performed consistent with generally accepted industry practice. Arakÿta's warranty shall expire 30 days after the applicable Services Completion Date or earlier termination. Arakÿta's warranty shall only be effective if Client notifies Arakÿta of the breach of warranty within 30 days after the applicable Services Completion Date. Arakÿta's sole and exclusive obligation for breach of warranty shall be, at Arakÿta's option, to (a) use commercially reasonable efforts to perform the Services in a manner that conforms to the warranty, or (b) refund to Client the fees paid by Client to Arakÿta for the nonconforming Services. The remedies set forth in this paragraph are Client's exclusive remedies for any breach of warranty.

9.2. Customer agrees that should any equipment or other item be covered by a separate manufacturer warranty, that Customer will pursue the manufacturer warranty to the fullest extent before looking to Arakÿta for any repair and replacement obligation. Customer waives any claim for consequential damages against Arakÿta, and any claim for monetary relief by Customer shall be limited to the extent of Arakÿta's available insurance to cover Customer's claim.

10. Exclusion of Warranties.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 10, THE SERVICES ARE PROVIDED "AS IS". ARAKÿTA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DESIGN OR SUITABILITY, OR QUALITY OF SERVICE. WITH RESPECT TO THE PROJECT OR ANY GOODS, SERVICES OR OTHER MATERIALS DELIVERED BY ARAKÿTA, ARAKÿTA DOES NOT GUARANTEE IN ANY WAY THAT THE RESULTS OF ANY WORK IT PRODUCES ARE ACCURATE. NO WARRANTIES SHALL ARISE UNDER THESE TERMS AND CONDITIONS FROM COURSE OF DEALING OR USAGE OF TRADE.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NONE OF ARAKÿTA'S REPRESENTATIONS, WARRANTIES OR OBLIGATIONS UNDER THESE TERMS AND CONDITIONS SHALL APPLY WITH RESPECT TO THIRD PARTY DATA OR THIRD PARTY PLATFORMS. ARAKÿTA MAKES NO WARRANTIES OR REPRESENTATIONS AND WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY THIRD PARTY DATA, INCLUDING THE ACCURACY OR LEGALITY OF ANY THIRD PARTY DATA. ALL SERVICES WITH RESPECT TO THIRD PARTY PLATFORMS AND THIRD PARTY DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND MAY BE DISCONTINUED AT ANY TIME BY ARAKÿTA.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER ARISING OUT OF THESE TERMS AND CONDITIONS FOR THE SERVICES PERFORMED HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO ARAKÿTA UNDER THE APPLICABLE SERVICES SCHEDULE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR DATA) WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 10 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS AND CONDITIONS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Arakÿta is willing to enter into these Terms and Conditions and the Services Schedule and perform Services for Client only in consideration of and in reliance upon the provisions of these Terms and Conditions limiting Arakÿta's exposure to liability, including but not limited to the provisions contained above. Such provisions constitute an essential part of the bargain

underlying these Terms and Conditions and the Services Schedule and have been reflected in the consideration specified therein.

12. Force Majeure.

12.1. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the “Nonperforming Party”) will be excused from performing those obligations, on condition that it complies with its obligations under Section 12.3.

12.2. For purposes of this Master Agreement, “Force Majeure Event” means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement on condition that that party that uses reasonable efforts to do so.

12.3. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this agreement.

13. Termination and Termination Charges.

13.1. Customer may, by thirty (30) days’ written notice to Arakÿta, terminate the Master Agreement. As a termination charge, Customer shall pay to Arakÿta: (1) any incurred fees and costs that are due to Arakÿta at the time of termination; (2) the full amount of the recurring fees due for the remaining months of the Term discussed in Section 3; (3) any third party cancellation/termination charges related to the installation or termination of service; (4) and the non-recurring charges for the cancelled service. All termination charges shall be due and payable within fifteen (15) days after the effective date of termination.

13.2. Arakÿta may, without further liability and at its sole discretion, terminate this Master Agreement if Customer is past due in paying any Arakÿta invoice and has failed to cure such non-payment within fifteen (15) days of written notice.

13.3. Either party may immediately terminate this Master Agreement upon occurrence of any of the following triggering events:

- 13.3.1. Either party materially breaches any of the provisions or requirements of this Master Agreement and such breach is not cured within ninety (90) days after receipt of written notification from the non-breaching party; or
 - 13.3.2. Either party ceases to conduct business in the normal manner, or is adjudicated bankrupt, or if a receiver or trustee is appointed for all or a substantial portion of its assets, or if any assignment for the benefit of its creditors is made. In the event of any such termination, Customer shall pay Arakÿta on or before the effective date of termination all fees due, including but not limited to any out-of pocket expenses incurred up to the date of termination, and termination charges set forth herein or in any Services Schedule or any other legal or equitable remedy or relief as may be appropriate.
- 13.4. Upon the termination or expiration of a Services Schedule or this Master Agreement, Customer agrees to allow Arakÿta to remove all Arakÿta owned or leased equipment, software, or materials from the Customer's premises. At the time of removal, such equipment, software, and materials shall be in the same condition as when delivered to Customer or installed at the Customer's premises, normal wear and tear excepted.
- 13.5. Any termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.6. Upon the termination or expiration of this Master Agreement, Customer may request, at Customer's sole option, that all data maintained by Arakÿta for the benefit of Customer be provided in electronic format. Upon Arakÿta's receipt of a written request for such transfer, Arakÿta shall provide a full backup of such data within five (5) business days. Customer shall be charged the then-standard hourly rate for such service in addition to expenses for media or other storage medium used to conduct the transfer.

14. Choice of Law and Forum Selection.

- 14.1. This Agreement shall in all respects be governed by, and construed and interpreted in accordance with, the Laws of the State of Ohio without giving effect to any conflicts of law principles of such state that might refer the governance, construction, or interpretation of this Agreement to the Laws of another jurisdiction.
- 14.2. Any dispute arising from this contractual relationship shall be decided solely and exclusively by state or federal courts located in Lucas County, Ohio.
- 14.3. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this agreement in any court referred to in paragraph 4.2 of this section. Each of the parties hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

15. General Provisions.

- 15.1. This Master Agreement is for the sole benefit of the Customer, including its affiliates, and Arakÿta and not for the benefit of any other persons or legal entities.
- 15.2. Should any part of this Master Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Master Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 15.3. The headings in this Master Agreement are for reference purposes only and shall not be construed to affect the meaning or construction of the terms of this Master Agreement.
- 15.4. Neither party may assign this Master Agreement without the prior written consent of the other party, except that either party may, without the consent of the other, assign the Master Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Master Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Master Agreement. The rights and obligations of this Master Agreement shall bind and benefit any successors or assigns of the parties. Arakÿta's right to sub-contract others for its projects or services shall be subject to the advance informed consent of the Customer,

which consent shall not be unreasonably denied. Such consent shall be deemed given if not expressly denied within three (3) business days of any written request by Arakÿta.

- 15.5. The export or re-export of any deliverable by Customer may require authorization by a U.S. government agency. It is Customer's responsibility to determine and comply with any such requirement, including, if necessary, making timely application in its own name for any export license which may be required.
- 15.6. Any action of any kind by either party arising out of this Master Agreement must be commenced within two (2) years from the date the right, claim, or cause of action shall first arise or discovered with the exercise of reasonable diligence.
- 15.7. Nothing in this Master Agreement shall prevent Arakÿta from providing to other Customers services that are similar or the same as services provided to Customer.
- 15.8. Failure to give notice of default or to enforce compliance with any specific provision of the Master Agreement, the waiver of any provision, or the granting of an extension of time for performance shall not be deemed to constitute the permanent waiver of any term or condition of this Master Agreement.

16. Address for Notices.

Any notice or report required under this Master Agreement will be given in writing by personal delivery, commercial express delivery service, or by certified mail and, if directed to Arakÿta, LLC, then addressed to Arakÿta, LLC, Attn: Dennis Schroder, 1301 N. Summit St., Toledo, OH 43604, or if to Customer, to the address provided on the Services Schedule.

17. Integrated Agreement.

This master agreement contains the complete and integrated understanding of the parties with respect to the matters contained herein. No waiver, alteration, or modification of any of the provisions of this agreement will be binding or be given effect unless in writing and signed by a duly authorized representative of the party to be bound. Neither the course of conduct between the parties nor industry trade usage will act to modify or alter the express provisions of this agreement. If Customer issues a purchase order or other similar document subsequent to the execution of this master agreement, it shall be for Customer's internal purposes only and will have no effect on this master agreement or the services.