i3 MASTER SERVICE AGREEMENT

1. Scope Of Agreement. This Agreement serves as a master agreement and applies to Client's purchases from Contractor, of services ("**Services**"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "**Product**"). Client hereby engages and retains Contractor to render Services and Product as more particularly set forth in any *Schedule* (the "Statement of Work") signed by the parties referring to this Agreement. No Product or Services will be provided under this Agreement alone, but may require the execution of a written or electronic purchase order form, or other mutually acceptable order documentation, which contains terms relating to this Agreement, each of which must be executed by both parties and, upon such execution, is deemed incorporated in this Agreement for all purposes. The parties hereby further agree that the parties may execute multiple Statements of Work under this Agreement. In the event of any conflict between the terms of any Statement of Work and those of this Agreement, the terms of the Statement of Work will prevail.

This Agreement shall not prevent Contractor from performing such similar services for other Clients or restrict Contractor from using the personnel performing such services for Client under this Agreement for other Clients. Contractor reserves the sole right to determine the assignment of its personnel.

2. Terms And Termination. This Agreement will begin on the Effective Date and will continue until each Statement of Work expires or is terminated. Each Statement of Work shall state the term of its Services. Contractor may terminate a specific Statement of Work and/or this Agreement if Client fails to pay any applicable fees due for any Statement of Work within 15 days after receipt of written notice from Contractor of non-payment. Either party may terminate this Agreement and/or any Statement of Work if: (a) the other party ceases conducting business in the normal course, admits insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization; or (b) if the other party commits any material breach of this Agreement and fails to cure such breach within ninety (90) days after receipt of written notice from the non-breaching party. If any Statement of Work and/or this Agreement is terminated, Client will promptly pay Contractor for all Products delivered and Services rendered and expenses incurred through the date of termination.

3. Payment. Client will pay Contractor all fees due upon receipt of an invoice specifying the amounts due ("**Fees**"). All Fees payable under this Agreement are exclusive of sales, use, excise, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of Contractor). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the rate of one and one-half percent (1.5%) (or in accordance with the state law if less) per month from the date due until paid in full. Client shall pay all expenses, including actual attorneys' fees, incurred by Contractor or its representatives in enforcing its rights under this Agreement, provided that Contractor is successful on the merits. Client's obligation to pay undisputed amounts due for Services and Contractor's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts.

All Fees will be detailed in a Statement of Work as either Fixed Fee Services or otherwise. Unless otherwise stated in a Statement of Work, Client agrees to pay or reimburse Contractor for all actual, necessary, and reasonable expenses incurred by Contractor in performance of such Statement of Work, which are capable of verification by receipt.

Client agrees to automatically pre-pay by ACH on a monthly basis in advance for all Fixed Fee Services described on the Statement of Work. "Fixed Fee Services" means any (a) ongoing fixed monthly payment (e.g. i3 Reliability R3 services); (b) third party license fees (e.g. Microsoft Office 365); and (c) equipment rentals. Client will be invoiced via email in advance by the twentieth (20th) of the prior month with payment due via bank EFT – ACH bank draft within fifteen (15) days of invoice or on the first business day of the month due. The first billing will be prorated for the current month and inclusive of the next month to keep payment current. All subsequent billings will be for one (1) month.

All other Fees (e.g. Product or Software License purchases, installation or setup charges, consulting or project services at an hourly rate, expense reimbursements) shall be billed semi-monthly all on a form and containing such detail as may reasonably be requested by Client. . A separate invoice may be issued for each Statement of Work and shall specifically refer to the Statement of Work to which it relates. Each invoice shall: (a) include the job function, description of services, and hours expended by each employee performing services; and (b) separately itemize expenses for which reimbursement is sought by date, type of expense, and name of employee who incurred the expense. In the event that a Statement of Work fails to identify the applicable hourly rates, the price shall be determined in accordance with the Contractor's then-current hourly rates. Contractor shall provide Client with at least ninety (90) days advance written notice of any revisions to its hourly rates. Client shall reimburse Contractor for all reasonable expenses, including, without limitation, travel and living expenses, incurred by Contractor in connection with the performance of Services. Reimbursable expenses shall be invoiced on a monthly basis. Upon request by Client, Contractor shall provide copies of documentation for such expenses.

With respect to any unpaid Services or Product delivered by Contractor to Client pursuant to this agreement or a Statement of Work, Client hereby grants to Contractor a first lien security interest against all such Services or Products delivered (defined as a "purchase money security interest" under the Michigan Uniform Commercial Code), and hereby authorizes Contractor to file financing statements with appropriate governmental authorities to perfect its lien.

3.1. Credit Card Use. If Client chooses to pay an invoice via credit card, then Contractor shall have the right to add a transaction fee equal to 4% of the total invoice amount to offset Contractor's cost of processing all such credit card payments.

4. Confidentiality And Non- Disclosure. Both parties to this Agreement recognize that, from time to time, they may come into contact with information that the other party considers confidential including, without limitation, custom work product, embedded software, and other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like). "Confidential Information" is defined for this Agreement as all information (whether written or oral) that comes into a party's possession under or in connection with this Agreement that is reasonably considered by the disclosing party to be confidential and is clearly identified as confidential. The parties shall keep all Confidential Information in strict confidence.

Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it. Contractor considers all Statements of Work to be Confidential Information.

The recipient will use a reasonable standard of care in protecting Confidential Information, which will not be less than the standard of care the recipient uses to protect its own confidential information; only use Confidential Information to perform its obligations and exercise its rights under this Agreement; not disclose Confidential Information to any third party; when requested by the disclosing Party, return or destroy the Confidential Information.

5.   Provision Of Materials And Services To Contractor. Client agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe work spaces for purposes of Contractor performing the services. Client will also provide Contractor with access to all information, passwords and facilities requested by Contractor that is necessary for Contractor to perform the services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that the Contractor may be unable to perform their duties adequately and if such a situation should exist, the Contractor will be held harmless.

6.   Hiring. During the term of this Agreement and for a period of one (1) year thereafter, each party agrees not to hire, solicit, nor attempt to solicit, the services of any employee or subcontractor (or former employee who was an employee of the party in the previous 12 months) without the prior written consent of the other party. Violation of this provision shall entitle non-hiring party to assert liquidated damages against the hiring party equal to thirty five percent (35%) of the solicited employee's annual compensation.

7.   Working Environment. Client shall provide a suitable working environment for any equipment located at Client's facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of equipment. Client shall bear the risk of loss of any equipment located at Client's facility.

8.   Client Responsibility For Equipment. Client acknowledges that from time to time (a) Contractor may identify additional items that need to be purchased by Client, and (b) changes in Client's systems may be required in order for Contractor to meet Client's requirements. In connection therewith, Client agrees to work in good faith with Contractor to effectuate such purchases or changes. In the event that Contractor is required to purchase any assets, including computer hardware and/or software, in connection with Contractor providing the Services, all such assets will remain the sole property of Contractor unless specifically stated otherwise in writing. Client will be responsible for the quality, completeness and workmanship of any item or service furnished by it and for ensuring that the materials provided to Contractor do not infringe or violate the rights of any third party. Client will maintain adequate backup for all data and other items furnished to Contractor.

It is the Client's responsibility for any failure or malfunction of electrical or telecommunications infrastructure or services that causes damage to Contractor's Product or Services and Contractor disclaims all responsibility for any loss including data.

9.   Client Data Ownership And Responsibility. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or proprietary material submitted by Client to Contractor.

9.1.   Software Installation or Replication. If Contractor is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to Contractor will be deemed Client's affirmative acknowledgement to Contractor that Client has a valid license that permits Contractor to perform the Services related thereto. In addition, Client will retain the duty and obligation to monitor Client's equipment for the installation of unlicensed software unless Contractor, in a written Statement of Work expressly agrees to conduct such monitoring. Client will indemnify and hold harmless Contractor against all damages and expenses it may incur (including reasonable attorney's fees and disbursements) related to Client providing infringing materials to Contractor or any Client breach of this Section.

10.   Intellectual Property. Contractor retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of this Agreement, as well as any software, materials, or methods created prior to or after conclusion of any work. Client acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement. Contractor represents, that any and all concepts, ideas, discoveries, inventions, developments, suggestions, materials, improvements, works of authorship, software, and the like produced under the terms of this Agreement or any Statement or Work by Contractor shall be original and shall not infringe any patent, copyright, or other proprietary right of any third person.

10.1.   Client Use. Client may only use and disclose Product in accordance with the terms of this Agreement and applicable Statement of Work. Contractor reserves all rights in and to the Product not expressly granted in this Agreement. Client may not disassemble or reverse engineer any software Product, or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation, or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without Contractor's prior written approval. Except as expressly authorized in this Agreement or a Statement of Work, Client may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product-applicable installation instructions or release notes will contain the relevant details.

10.2.   Custom Work. "Custom Work" means the resulting software (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation, and the like) created by Contractor for Client pursuant to a Statement of Work. Custom Work does ***not*** include any pre-existing software owned by Contractor or by any third party and incorporated or "embedded" into the Custom Work, and shall be subject to the terms of Section 10.3 and 10.4 below. Any and all Custom Work made, or produced by Contractor solely or jointly with others relating to Contractor's performance of the Services shall be the sole and exclusive property of Client. Contractor shall assign to Client the Contractor's entire right, title, and interest in such Custom Work. Contractor shall

have no rights to retain or use any of such Custom Work. All Custom Work of the categories identified in Section 101 of the federal Copyright Act of 1976 ("Copyright Act") shall be considered "works made for hire" as defined in Section 101. Client shall own the copyright, the right to register and renew the copyright, the right of first publication, the reproduction right, the performance right, and all other rights provided by the Copyright Act in each work made for hire.

10.3. License Agreements.

(a) License. Subject to the terms of this Agreement, Contractor grants Client a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other Product provided as part of the Services solely for its own internal use.

(b) Pre-Existing License Agreements. Any software Product provided to Client by Contractor as a reseller for a third party, which is licensed to Client under a separate software license agreement with such third party, will continue to be governed by the third party license agreement.

10.4. Third-Party Products. Product warranties for third party products, if any, are provided by the manufacturers thereof and not by Contractor. Contractor's sole obligation is to act on behalf of Client to assist in the satisfaction of any such warranty.

11. Software Hardware & Security. Client understands and agrees that data loss or network failures may occur, whether or not foreseeable, if the Client fails to maintain proper security for its computer and information system including software and hardware updates. Client therefore warrants that it will follow software and hardware updates and maintain a security standard.

12. Force Majeure, Telemarketing, Unsolicited Emails and Cyber Terrorism. In no event, including the negligent act or omission on its part (but not including gross negligence or willful misconduct), shall Contractor, whether under this Agreement, a Statement of Work, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses (including, if and to the extent that they might otherwise not constitute indirect or consequential losses or expenses), loss of anticipated profits, Company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable *if such loss was the result or arose from* fire, flood, earthquake, volcanic eruption, explosion, lightening, wind, hail, tidal wave, landslide, act of God, or any other physical event, any act of terrorism, cyber terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion or assuming the proportions of or amounting to an uprising, unwanted or destructive telemarketing, unsolicited or destructive emails, or any action taken in controlling, preventing or suppressing any of these things. This includes the possibility that Client's data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing, or because of the collection of information by means of electronic "spiders", "spybots", "spyware", wiretapping, bugging, video cameras or identification tags. "Cyber terrorism" shall mean an act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronic ally that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat there from.

13. Insurance. Contractor agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement, a Statement of Work, and by law. Without limiting the foregoing, to the extend this Agreement or Statement of Work creates exposure generally covered by the following insurance policies, Contractor will maintain at its own sole cost and expense at least the following insurance covering its obligations under this Agreement and any Statement of Work: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars ($1,000,000) per occurrence; (b) Business Automobile Liability for owned, hired and non-owned vehicles in an amount of not less than One Million Dollars ($1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars ($1,000,000).

14. Warranty. Contractor warrants that it will perform the Services substantially in accordance with the specifications set forth whether under this Agreement, a Statement of Work, other work order or otherwise in connection with any of them. All services shall be performed by qualified personnel in a good and workmanlike professional manner. Any employee or approved subcontractor of Contractor who is assigned by Contractor to perform services under this Agreement shall have sufficient training, expertise, and experience to perform the services assigned by Contractor.

For any breach of the foregoing warranty, Contractor will exercise commercially reasonable efforts to re-perform any non-conforming Services or Products that were delivered or performed within the ten (10) business day period immediately preceding the date of Client's written notice to Contractor specifying in reasonable detail such non-conformance. Client's sole and exclusive remedies for Contractor's default hereunder (other than a default by Contractor under Section 10.2) shall be (a) to obtain the repair, replacement, or correction of the defective Product or Services to the extent warranted under this Section 14, or if Contractor concludes that conformance is impracticable, then Contractor will refund all fees paid by Client to Contractor hereunder, if any, allocable to such nonconforming Product or Services.

Contractor does not warrant its Products or Services beyond a reasonable standard or skill consistent with industry standards. Contractor does not warrant against any promises of cost savings, profits, return on investment, or delay in the delivery of performance (unless delay was a consequence of a negligent act or omission of Contractor).

15. Disclaimers. The express remedies set forth in this Agreement will constitute Client's exclusive remedies, and Contractor's sole obligation and liability, for any claim (a) that a Service or Product provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

Contractor shall not be responsible for impairments to the Services caused by acts within the control of Client or its employees, agents, contractors, suppliers or licensees, the interoperability of Client applications, or other cause reasonably within Client's control and not reasonably related to services provided under this Agreement.

EXCEPT FOR THE WARRANTIES MADE BY CONTRACTOR IN SECTION 14, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND PRODUCTS ARE PROVIDED STRICTLY "AS-IS". CONTRACTOR DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PRODUCT OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT.

CONTRACTOR DOES NOT WARRANT THAT THE SERVICES, PRODUCTS, CUSTOM WORK PRODUCT, OR EMBEDDED SOFTWARE WILL MEET ANY CLIENT REQUIREMENTS NOT SET FORTH HEREIN OR THE STATEMENT OF WORK, OR THAT ANY SERVICES, PRODUCTS, CUSTOM WORK PRODUCT, OR EMBEDDED SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY SERVICES, PRODUCTS, CUSTOM WORK PRODUCT, OR EMBEDDED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT. SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

No statement by any sub-contractor, employee, or agent of Contractor, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement or any Statement of Work in any way whatsoever.

16. LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO CLIENT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT WITH RESPECT TO INDEMNITIES ARISING OUT OF INTELLECTUAL PROPERTY CLAIMS. UNDER NO CIRCUMSTANCES, SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING FROM, OR OUT OF, OR RELATING TO THIS AGREEMENT EXCEED THE FEES PAID UNDER THE STATEMENT OF WORK FOR WHICH THE LIABILITY AROSE.

17. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

18. Amendment. This Agreement may not be amended except by a writing executed by an authorized individual of Contractor and Client.

19. Relationship. The Parties are independent parties; and this Agreement does not make the Parties principal and agent, partners, employer and employee; nor does it create a joint venture.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Contractor and Client and their respective legal representatives, successors, and authorized assigns.

21. Counterparts. This Agreement, and any Schedules known as Statement or Work issued pursuant to this Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by electronic approval, scan and email, or facsimile signature and such electronic, scanned, or facsimile signature shall be deemed an original.

22. Law. This Agreement and each Statement of Work shall be governed by and construed in accordance with the laws of the State of Michigan without reference to principles of conflicts of laws. Any dispute regarding this Agreement shall be determined in the Circuit Court for Kent County, Michigan or the United States District Court for the Western District of Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts.

23. Waiver. Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

24. Delays. Neither party shall be liable to the other party for any delay or failure to perform its obligations if such delay or failure arises from any cause beyond the reasonable control of that party.

25. Assignment. Neither party may assign its rights or obligations under this Agreement or any Statement of Work without the other party's prior written consent which shall not be unreasonably withheld.

26. Entire Agreement. This Agreement constitutes the entire agreement by and between the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous undertakings and agreement of the Parties, whether written or oral, with respect to such subject matter