

## ***Master Services Agreement***

This Master Services Agreement (“Agreement”) sets forth the terms of Your agreement to purchase Services (“Service”) provided by MI Digital Solution (“MIDS”) subject to the prices, quantities, terms and conditions set forth in Your Order Form (“Order” or “Order Form”) and an applicable Rider (“Rider”) and governed by the terms and conditions contained in this Agreement and any applicable riders and attachments. As used herein, (“Customer”), (“You”) and (“Your”) refers to the customer.

**Transfers and Assignments:** You may not assign or transfer Your rights, passwords, or duties in connection with the Services provided by MIDS without the prior written consent of MIDS. All transfers of rights or duties herein, without the advanced permission in writing of MIDS, shall be void and unenforceable as a matter of law.

**Taxes:** Fees and Service charges are on the Order Form and do not include applicable Taxes and regulatory fees unless indicated. New services, upgrades, and relocations will result in additional fees and charges. If a prior Service location remains installed after a new Service location is installed, You will be responsible for Service charges for both Service locations until terminated as provided for each Service. In the event that MIDS is required by a governmental authority to pay any tax on Your behalf, MIDS will have the right to be reimbursed by You for such amount. You must reimburse MIDS within 30 days of written notice that a tax has been paid on Your behalf by MIDS.

**Domain Renewal, 3<sup>rd</sup> Party Subscriptions, Hosting, and Website Maintenance:** Unless stated otherwise in the Order, it is Your responsibility to maintain Your domain renewal, 3rd party subscriptions, hosting, and website maintenance. Furthermore, it is Your responsibility to be informed about any renewal dates and to invest Your own financial and personal resources into the maintenance domain renewal, 3rd party subscriptions, hosting, and website maintenance.

**Property Rights:** MIDS owns all rights, title and interest in MIDS trade names, Service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of plans and of the hardware and software systems and resources necessary to provide Service to You, unless otherwise expressly stated in the Order Form. This Agreement does not constitute a license to You to use MIDS’s Logo, trade names, or service marks. Notwithstanding the foregoing, You consent to MIDS’s use of Your trademark and/or logo MIDS’s purpose of displaying You as a customer or vendor of Company to the public.

**Term and Termination:** MIDS may reject any Order Form at its discretion. This Agreement will remain in full force and effect for the term as specified on Your Order Form and all renewal terms, beginning from the date of MIDS’s acceptance, and will apply to all future Services You purchase from MIDS. At the end of Initial Term as set forth in Your Order Form, Your Service will automatically renew for successive periods equal in length to the Initial Term, unless this Agreement is properly terminated as set forth herein. You may cancel any Renewal Term by sending written notice to MIDS of Your intent to not renew the Service within sixty (60) days prior to the expiration of the current term (excluding Month to Month contracts). Month to Month contracts must be cancelled a minimum of 30 days in advance by sending written notice to MIDS. In the event that You terminate the Service or MIDS terminates Your service for non-payment, in whole or in part prior to the end of Your Service term (except as otherwise permitted in this Agreement), You will be liable for an early termination fee calculated as: One hundred (100%) percent of Your MRC for the Service multiplied by the remaining months of Your Service term, or one (1) month of MRC, whichever is greater, plus any applicable outstanding NRC. Additionally, You will be responsible for all costs incurred by MIDS in processing the Service, and all provisioning-related and/or installation-related costs incurred for the required equipment and facilities up to the date of termination (including but not limited to any termination/cancellation charges MIDS may be required to pay third parties due to the Service termination). In addition, upon early termination, if installation or NRCs were waived, those charges may be charged back to You. All amounts owed are due net 15 of the Initial/Renewal Term end date. The parties agree that the early termination fees stated herein are: 1) reasonable, 2) are a fair estimation of MIDS’s potential damages as of the date of the Agreement’s execution, and 3) are not a penalty.

**Notices and Communications:** You must designate on Your Order Form a mailing address and/or e-mail address to which MIDS may mail or deliver notices and other communications. All notices You send to MIDS must be in writing, by registered mail, sent to:

MI Digital Solution, 950 Stephenson Hwy, Ste 204, Troy, MI 48083

**Billing and Collection of Charges:** You will be billed by MIDS for the Service, on a monthly basis, for the Monthly Recurring Charges ("MRCs"), Non-Recurring Charges ("NRCs"), and Hourly Services, as provided in the applicable Order Form, in advance. Subject to the terms of Your Order Form, MIDS reserves the right to adjust Your rates and charges for Hourly Services. All invoices are due and payable by the invoice due date. When billing is based on Customer usage or hourly services, charges will be billed weekly or monthly for the preceding billing periods, depending on the type of Service ordered. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. Billing by MIDS will begin on the Service Commencement Date or at the time of signing, as specified in the Order. Billing accrues through and includes the day that the Service is discontinued. Past due balances may be charged a minimum service fee of \$35 plus 1.0% of the total outstanding amount. Declined credit cards will be charged a \$10.00 declination fee. Accounts that are more than 30 days past due may have service discontinued for nonpayment. Accounts that have been discontinued for nonpayment are subject to a \$100 reconnection fee and all equipment and domains in the possession of MIDS may be held as collateral for Your outstanding debt to MIDS. If Your account has been turned over by MIDS to an outside agent for collection, You agree to pay MIDS a "Processing and Collection Fee" of not less than \$50.

**Billing Disputes:** ALL PAYMENTS TO MIDS ARE NON-REFUNDABLE. If You dispute a term or amount on an invoice, You must do so in writing within 60 days from the invoice date. Disputes must be sent in writing to [info@midigitalsolution.com](mailto:info@midigitalsolution.com). You must pay an amount equal to the part of the bill that is not in dispute. Payment of the amount of the invoice not in dispute will not be deemed to constitute acceptance of the portion of the invoice that is in dispute. If You report a disputed charge to Your credit card company, and MIDS later determines that it is a valid charge, You agree to compensate MIDS for all reasonable damages incurred as a result of Your invalid dispute.

**Limitation of Liability:** MIDS SHALL NOT BE LIABLE FOR ANY AND ALL: DIRECT OR INDIRECT, INCIDENTAL, GENERAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF INFORMATION KEPT ON A DRIVE OWNED OR MAINTAINED BY MIDS, OR LOSS OF USE, EVEN IF CUSTOMER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO CUSTOMER FOR A BREACH OF THESE POLICIES, BREACH OF AN ORDER FORM, OR BREACH OF THE MSA BY MIDS. IN THE EVENT OF A BREACH OF AN OBLIGATION BY MIDS, CUSTOMER'S DAMAGES SHALL BE LIMITED TO A MAXIMUM OF THE AMOUNT ACTUALLY PAID BY CUSTOMER TO MIDS IN THE THREE MONTHS PRECEDING THE BREACH BY MIDS, BUT IN NO CASE SHALL CUSTOMER'S DAMAGES EXCEED \$1,000. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, YOU AGREE TO ACCEPT THE SERVICE ON AN "AS-IS" NON-WARRANTABLE BASIS. MIDS EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PROVIDING OF GOODS AND SERVICES TO YOU. YOU RECOGNIZE THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO MIDS'S CONTROL. YOU AGREE THAT MIDS SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO MIDS'S CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF YOUR INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS. MIDS SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF CUSTOMER OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND 'DENIAL OF SERVICE' ATTACKS). MIDS IS NOT LIABLE FOR ANY BREACH OF SECURITY ON YOUR NETWORK, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. YOU AGREE THAT YOU WILL NOT HOLD MIDS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICES (INCLUDING THOSE WITH WHOM MIDS MAY CONTRACT TO OPERATE THE SERVICES), OR HOLD A THIRD PARTY RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, MIDS IN CONNECTION WITH THE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT YOU WILL NOT HOLD MIDS RESPONSIBLE FOR (A) THIRD PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES, (B) LOSS OF OR DAMAGE TO CUSTOMER'S RECORDS OR DATA OR SOFTWARE MAINTAINED OR STORED BY MIDS, OR (C) LOSS OR DAMAGE TO CUSTOMER ASSOCIATED WITH THE INOPERABILITY OF CUSTOMER'S EQUIPMENT OR APPLICATIONS WITH ANY COMPONENT OF THE SERVICES OF THE MIDS NETWORK. YOU AGREE TO MAKE ALL CLAIMS RELATED TO THE SERVICES DIRECTLY AGAINST MIDS, AND WAIVE ANY RIGHT TO RECOVER DAMAGES (DIRECTLY OR BY INDEMNITY) RELATED TO THE SERVICES BY CLAIMING AGAINST OR THROUGH A THIRD PARTY TO THIS AGREEMENT.

**Privacy Policy:** You agree to abide by MIDS's Privacy Policy, as may be amended from time to time, as found on <http://www.midigitalsolution.com> and which is incorporated by reference and made a part of this Agreement.

**Statute of Limitations:** YOU AGREE THAT ANY CLAIM AGAINST MIDS, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, MUST BE BROUGHT WITHIN 6 MONTHS OF THE DATE GIVING RISE TO THE CLAIM.

**Solicitation:** During the term of this Agreement, a renewal term of this agreement, and for a period of six (6) months from the voluntary or involuntary termination of this Agreement, You shall not knowingly solicit, induce, or attempt to induce any past or current customers, clients, prospects, employees, attorney referrals, vendors and any other client, customer or referral contacts of MIDS: (a) to cease doing business in whole or in part with or through MIDS, or (b) to do business with any other person, firm, partnership, corporation, or other entity which performs services materially similar to or competitive with those provided by MIDS. In the event of a breach of this clause, You agree that damages will be difficult to estimate and that MIDS shall be entitled to seek injunctive, equitable relief to enforce this Agreement.

**Applicable Law:** Venue and Jurisdiction. Dispute Resolution. This Agreement shall be subject to and governed by the laws of the State of Michigan. Any claim under this Agreement may be arbitrated in Oakland County Michigan if MIDS gives advanced written consent to You to arbitrate. Notwithstanding the foregoing, venue for any legal action arising out of this Agreement shall be exclusively within the State of Michigan, Oakland County Circuit Court, Troy District Court, or the Federal District Court for the Eastern District of Michigan.

**Third-Party Services:** MIDS promotes and advertises services for third-parties ("Merchants") on <http://www.midigitalsolution.com> and in person, from which You may purchase certain goods or services. You understand that MIDS does not operate or control the products or services offered by Merchants and that MIDS is not responsible for information provided to You by the Merchants. Merchants are responsible for all aspects of order processing, truth in advertising, fulfillment, billing, and customer service relating to the services and offers advertised and sold by Merchants. MIDS is not a party to the transactions entered into between You and the Merchant and You agree that MIDS will not be liable to You for any contract, promise, obligation, pledge, or other agreement entered into between You and the Merchants unless stated in an agreement signed by MIDS.

**Partial Invalidity; Waiver; Conflict of Terms:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. One or more waivers of a breach of the terms and conditions of this Agreement shall not constitute a waiver of any future breach thereof. In the event of a conflict between the MSA and a Rider, the Rider shall control. In the event of a conflict between the MSA and an Order, the Order shall control.

**Acceptable Use Policies:** In the event that You utilize the Service in a manner which is illegal, MIDS may terminate Service for cause and the parties shall treat such termination as an early termination subject to the early termination fees stated herein. Your Service will be governed by MIDS's Acceptable User Policies, which may be subject to change, as found on <http://www.midigitalsolution.com>, and which is incorporated by reference and made a part of this Agreement.

**Entire Agreement; Modifications:** This Agreement and Your Order Form set forth the entire Agreement and understanding between the parties and merges all prior discussion between them. This Agreement may not be modified except by the written consent of both parties.

**Risk of Loss:** At all times, You will bear the risk of any loss, damage or destruction of Your assets, equipment or property provided or maintained by MIDS, from: fire, water damage, theft or other casualty. You will be solely responsible for insuring Your property, property provided by MIDS, and filing insurance claims for losses associated therewith. If MIDS is aware of loss or casualty to Your property, MIDS will immediately notify You, stating the extent of loss or damage incurred and the cause, if known.

**Indemnification:** You agree to indemnify, defend, and hold MIDS harmless, as well as its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party Web site provider, from and against all claims, demands, actions, liabilities, losses, expenses, damages, judgments and costs, including attorneys' fees, resulting from Your violation of this Agreement, misuse or abuse of the Service, violation of State or Federal law, or infringement thereof by You or Users of Your account. MIDS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You must not in any event accept a settlement of any dispute relating to this contract without prior written consent of MIDS.

**Attorneys' Fees:** If legal proceedings are instituted to enforce any or the terms and conditions of Your Order Form or this Agreement, You agree to pay all costs of Customer in connection therewith, including actual attorneys' fees.

**Work Product:** The parties agree that any designs, inventions, improvements, technology, and developments, prepared, conceived, discovered or made by MIDS for Customer in the course of providing the Services during the period of this Agreement, solely or in collaboration with others (collectively, "Work Product") will be the sole property of MIDS and shall not be considered works made for hire unless specified on the Order Form. All rights, title, and interests of such materials shall be and are assigned to MIDS as its sole and exclusive property.