

## **Aligned Technologies, LLC**

### **Master Service Agreement**

This MASTER SERVICE AGREEMENT (this "MSA") is made and entered as the defined by the Execution Date of Your Purchase Agreement by and between Aligned Technologies, LLC dba Aligned Tek, an Alabama limited liability company located at 5309 Commonwealth Center Parkway, Suite 403, Midlothian, VA 23112 (the "Vendor", "Company," "Aligned Tek", "Aligned"), and Customer (the "Client", "Customer", "You" and "Yours") as defined on the Purchase Agreement. Vendors and Clients may sometimes hereinafter be referred to individually as a "party" or jointly as the "parties"

In consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and agreed upon by parties), intending to be legally bound hereby, the parties agree as follows:

#### **Covered Services.**

The following products, services, software, applications and Agreements are covered by this MSA.

- AIS Support Services
- Cloud/VM Services
- Enterprise Email and Email Security
- FITS Services
- Enterprise Backup and Recovery Solutions
- Professional Services
- vCIO/CIO Consulting Services
- Business Flow Consulting Services

#### **Scope and Services.**

Vendor should perform the services (the "Services") for the Client as particularly described in the Purchase Agreement of any Services defined and executed pursuant to this MSA. Each Purchase Agreement of the Covered Services, Terms and Conditions, Exhibits, Change Orders, Exclusions and Attachments (collectively Statement of Work, "SOW") shall be made a part of this MSA. From time to time, the parties may execute additional SOWs, each of which shall be numbered or dated chronologically and appended to this Agreement upon their execution. Such SOW shall identify the Services to be performed, altered, provide specifications, instructions, compensation to be paid and terms relating to such work, but shall not modify and other term or condition of the MSA, and without the need for reference shall incorporate all terms and conditions of this MSA. In the event there is a conflict between the SOWs and this MSA, the terms and conditions of this MSA shall prevail.

#### **Term and Renewal.**

The initial Term ("Initial Term") of this Agreement shall be for the period specified in the Purchase Agreement starting on the "Execution Date" of this Agreement. The "Effective Start Date" and billing start day may be different than the Execution Date of the Purchase Agreement.

The first monthly invoice will be issued for the contract on Execution Date, unless otherwise specified in this Agreement or the Purchase Agreement and all subsequent invoice(s) will follow the scheduled recurring billing cycle. After the expiration of the initial Term, this Agreement shall automatically renew for twelve (12) month terms (each a "Renewal Term").

The pricing of Services for the initial Terms may increase or decrease automatically upon renewal at the then current rates. Service standards listed on Exhibit B may also be changed or altered during a Renewal Term. Either party may inform the other party in writing of its intent to terminate this Agreement at least Ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

#### **Payments.**

- a) All recurring charges for Services as set forth on the "Purchase Agreement" or subsequent Change Orders will be invoiced by Aligned Tek on the first day of the month preceding the service month. Charges for any additional hardware, software, tools or devices as needed and not defined in this Agreement will be billed separately.
- b) Any non-monthly recurring charges for all other executed orders or agreements will be invoiced and are due upon receipt.
- c) All undisputed invoices are due in full upon receipt and becomes past due thirty (30) days later. All payments for Services shall be paid in US dollars. Any undisputed invoices not paid when due will be subject to late charges of 1.5% per month from the past due date, or the highest rate allowed by applicable law, whichever is less. Additionally, there is a Thirty-Five Dollar (\$35.00) administrative fee for each past due invoice.
- d) Aligned Tek reserves the right to limit, suspend or terminate services of this agreement if undisputed balances are past due. Customer will be notified of such suspension by phone, in person, or in writing via e-mail. Customer will be

liable for any and all reasonable attorneys' fees, administrative costs and any other fees associated with collecting late payments.

- e) Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and federal taxes, fees, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services provided hereunder.
- f) Disputed invoice(s) must be registered in writing within thirty (30) days of the invoice date or prior to the start of the next monthly contract cycle with the undisputed portion paid in full. Customer waives the right to dispute an invoice amount after thirty (30) days past the invoice date. Any disputed amounts resolved in favor of Customer will be credited to Customer's account and amounts payable to Aligned Tek shall be paid within ten (10) days of dispute resolution.

#### **Termination & Reduction in Services.**

If either party breaches a material term of this Agreement and fails to cure the breach within sixty (60) days of written notice, the breaching party is in default and the non-breaching party may terminate this Agreement immediately.

Aligned Tek reserves the right to terminate this Purchase Agreement as specified in the preceding sentence. You must pay within Thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under the Purchase Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the Thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services.

#### **Suspension of Services.**

Aligned Tek reserves the right to suspend all Services in the event (a) any undisputed invoices are past due or (b) Aligned Tek reasonably believes: (i) Customer is in violation of this Agreement or the MSA; (ii) Customer is in violation of any applicable law; (iii) Aligned Tek is required to suspend services under applicable law; or (iv) continued Service would result in significant damage to Aligned Tek, the Aligned Tek network or other Aligned Tek Customers.

#### **Data Backup and Retention.**

As a part of the Service Specification, Aligned Tek performs checks that the scheduled backup of specific Services offered have been performed without reporting an error, but does not make any guarantee or representation, expressed or implied, that 1) the backup or retention, or retention period is setup correctly; 2) that the data is accurately backing-up; 3) that any other data on or off the Customer's premises are being backed-up. **The Customer is solely responsible for contacting and requesting Aligned Tek to verify that the data intended to be backed-up is accurately setup and is being backed-up by the system and reporting no errors.** Customer may purchase additional services with Aligned Tek to restore backups for testing and validation purposes. Customer may request Data Backup and Retention report(s) from Aligned Tek by submitting a request through Aligned Tek's ticketing system. You acknowledge that Aligned Tek may or may not have Data Backup and Retention report(s) for more than up to seven (7) consecutive calendar days unless Customer, as a part of this Agreement or another agreement have purchased additional reporting capabilities. The Customer agrees that Aligned Tek will not be held liable for lost data or the integrity of the data backup unless, as a part of a separate signed agreement or Customer contracts with Aligned Tek for additional services to restore and verify the validity of the data backup.

#### **Governing Law and Jurisdiction.**

This MSA shall be deemed to be executed and entered into in Chesterfield, Virginia. The rights and obligations of the Customer and Aligned Tek shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to conflict or choice of law principles. The parties will attempt, in good faith, to resolve any Dispute, within thirty (30) days of notice of a Dispute, through discussions between themselves at the operational level. All Disputes arising out of or related to this agreement that are not settled by agreement of the parties shall be litigated in the County of Chesterfield.

#### **Attorney's fees**

In the event that any Dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, finance charges, costs and disbursements as may be allowed by law.

#### **Removal of Property; Abandoned Property.**

- a) Upon termination of this MSA, for any reason, Aligned Tek shall be entitled to immediately remove all tools, hardware or software devices, that were deployed and: 1) not purchased or licensed by the Customer; 2) licensed and owned by Aligned Tek. Such removal will be at the expense of Aligned Tek. The Customer, in good faith, must provide Aligned Tek with physical or logical access to remove all tools, hardware or software devices that were deployed as a part of this MSA. The Customer warrants that Aligned Tek's Equipment will be returned in good working condition. Furthermore, any damages found, physical or logical to the Aligned Tek's Equipment will be billed at the rate of the original selling price.
- b) In the event Customer does not work in good faith with Aligned Tek to coordinate the removal of such equipment,

within thirty (30) days of the termination date, the Customer will be subject to purchase, at the then current market rate, the hardware, software or any other tools and devices not returned.

- c) Subject to any Local, State or Federal applicable laws regarding unclaimed or abandoned property, Aligned Tek shall be entitled to dispose of any Customer Equipment or other Customer property, including data, hard drives, old spare parts and any other abandoned property as Aligned Tek sees fit, including, without limitation, destruction or sale of the property in question. Such action may include sensitive and vital data to the Customer or related third parties. The Customer agrees to hold Aligned Tek harmless for any data loss, breach and or theft as a result of, but not limited to, the loss of PHI, financial, or HIPAA related data or Information. In accordance to Federal Law guarding PHI or HIPAA protected health information or data, Customer will be liable for all reasonable costs incurred by Aligned Tek in connection with the storage and or disposal of such data or any Customer Equipment or Customer property.

#### **Notices.**

- a) Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with Aligned Tek or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Aligned Technologies, LLC, 5309 Commonwealth Centre Pkwy, Suite 403, Midlothian, VA 23112
- b) To request the termination of Services in accordance with this MSA, You must submit a service request to Aligned Tek at the address specified in Your Purchase Agreement or the Service Specifications.
- c) Aligned Tek may give notices applicable to Aligned Tek's customer base by means of a general notices specific to You by electronic mail to Your e-mail address on record in Aligned Tek's account information or by written communication sent by first-class mail or pre-paid post to Your address on record in Aligned Tek's account information.

#### **Indemnity.**

- a) Each party shall indemnify, defend and hold harmless the other party against any claim, loss, damage, expense or liability (including reasonable attorneys' fees and court costs (collectively, "Claims") to the extent that such Claims are caused by the gross negligence or willful misconduct of the indemnifying party. This includes, but is not limited to Claims in any way arising from or related to the alleged infringement of patent, trademark, design, copyright or any other intellectual property rights and use or inclusion of any information, photographs, art work or other content (including, without limitation, claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws). This Section shall survive any termination of this MSA.
- b) The indemnified party shall: (i) promptly notify the indemnifying party in writing of any losses for which the indemnified party seeks indemnification, *provided, however*, that failure to give such notice shall not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (ii) cooperate with the indemnifying party in the defense; and
  - a. permit the Indemnifying party full control over the defense and settlement of any matter subject to indemnification; *provided that* the indemnifying party shall not enter into any settlement that affects the indemnified party's right or interests without the indemnified party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The indemnified party shall have the right to participate in the defense at its expense.

#### **Disclaimers and Liability.**

- a) EXCEPT AS EXPRESSLY STATED HEREIN (INCLUDING "PURCHASE AGREEMENT") OR IN ANY CHANGE ORDER THE SERVICES SHALL BE DELIVERED BY ALIGNED TEK AND ACCEPTED BY CUSTOMER "AS IS". ALIGNED TEK HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY AS TO THE FITNESS OF THE SERVICE FOR CUSTOMER'S INTENDED PURPOSE OF THIS MSA. ALIGNED TEK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR USE, WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES THERE ARE INHERENT RISKS IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY AND PROPERTY, INCLUDING CONFIDENTIAL INFORMATION. ALIGNED TEK INFORMATION MANAGEMENT ASSUMES NO LIABILITY FOR ANY DAMAGE OR LOSS TO CUSTOMER'S PROPERTY (INCLUDING, WITHOUT LIMITATION, CUSTOMER EQUIPMENT AND DATA) RESULTING FROM: (i) ANY OTHER CUSTOMER'S ACCESS TO THE ALIGNED TEK INFORMATION MANAGEMENT FACILITY; OR (ii) ANY THIRD PARTY'S UNAUTHORIZED ACCESS, EITHER PHYSICAL OR LOGICAL. ANY SUCH DAMAGE OR LOSS WILL BE THE EXCLUSIVE RESPONSIBILITY OF THE OTHER CUSTOMER OR THIRD PARTY WHO CAUSED SUCH LOSS OR DAMAGE.
- b) The entire liability of Aligned Tek of whatever nature arising out of the furnishing of, or the failure to furnish, products or services described in this MSA, including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct, representations, errors, or other defects, whether caused by acts of commission or omission, shall be limited to an amount equal to the price of Services purchased by Customer during the twelve(12) month period preceding the event which caused the damages or injury. In no event shall Aligned Tek be liable for unauthorized

non-physical access, such as hacking, to Customer's transmission facilities or Customer Equipment or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Notwithstanding any other provision hereof, Aligned Tek shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits or lost revenues), whether or not caused by the acts or omissions or negligence of its employees or agents, and regardless of whether Customer has been informed of the possibility or likelihood of such damages.

- c) No claim, regardless of form, which in any way arises out of Aligned Tek's provision of Services or performance under any agreement may be made, nor action based upon such a claim brought, by You more than one (1) year after the termination of Services or basis for the claim becomes known to You, whichever is shorter.

#### **Assignment or Transfer.**

Neither party may assign this MSA in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably conditioned, delayed or withheld. Notwithstanding the foregoing, Aligned Tek may assign this MSA to an affiliate or division so long as Aligned Tek exercises management control over or owns a controlling interest in or is under common control with such affiliate or division. In addition, both Aligned Tek and Customer may assign its rights and obligations under this MSA to any individual, corporation or other business entity which acquires all or substantially all of its shares or assets, and upon such assignment, the assigning party shall be released of all its obligations under this MSA arising from and after the date of such assignment, provided that any such assignee entity delivers to the other party a signed writing evidencing its agreement to be bound by the terms and conditions of this MSA. Subject to the foregoing, this MSA will bind and inure to the benefit of the parties and their respective permitted successors and assigns only.

#### **Severability.**

If at any time any one or more of the provisions of this agreement becomes or is held by a court to be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions or this agreement shall not in any way be effected or impaired thereby.

#### **Entire Agreement.**

This MSA, together with any exhibits hereto and the "Purchase Agreement", constitutes the entire understanding of the parties related to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements or other communications between the parties. In the event of any conflict between this MSA and the terms and conditions of any other referenced document, the Terms of this MSA shall prevail.

#### **Confidentiality.**

- a) The parties acknowledge that each party (the "Recipient") will receive, in connection with this MSA, confidential information relating to the other party's (the "Disclosing Party") business, including without limitation, information regarding the Disclosing Party's products, services, offerings or personal data of its staff, clients, executive team members and board members; the Disclosing Party's business strategies, policies or practices; information received from others that Disclosing Party is obligated to treat as confidential; and, in the case of Aligned Tek, service offering, designs, and pricing information (collectively, "Confidential Information"). Except as otherwise set forth herein, each party agrees to protect and maintain the secrecy of the Disclosing Party's Confidential Information by, among other things: (i) treating such information with at least the same standard of care and protection which such party accords its own confidential and proprietary information but in any event with no less than a reasonable degree of care; (ii) using care in the assignment of personnel who receive or have access to such information, and instructing and obtaining the prior written agreement of such personnel to take all reasonable precautions to prevent unauthorized use or disclosure thereof; and (iii) not using, disclosing or exploiting such information except as necessary to perform any services or obligations hereunder or as otherwise pre-authorized by the Disclosing Party in writing.
- b) Confidential Information does not include any information that the Recipient can demonstrate: (i) was in the public domain at the time it was received; (ii) enters the public domain through no fault of the Recipient; (iii) is independently developed by Recipient without use of or reference to the Disclosing Party's Confidential Information; or (iv) is disclosed as required by law (including disclosures necessary or appropriate in filings with the Securities and Exchange Commission or other governmental body). Recipient may disclose the Disclosing Party's Confidential Information to a legal, judicial or governmental entity, or as required by the rules or orders of a court or governmental entity, provided that, before such disclosure, Recipient shall give reasonable advance written notice of such so that the Disclosing Party can seek a protective order or the appropriate protection for the Confidential Information and the Recipient uses reasonable efforts to have such information treated as confidential and under seal.
- c) Each party acknowledges that all of the Disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury to the Disclosing Party, the degree of which would be difficult to ascertain. Accordingly, notwithstanding Sections 4 and 14 of this MSA, each party agrees that the Disclosing Party will have the right to seek an immediate injunction enjoining any breach or alleged breach of this Section, wherever it deems appropriate, as well as the right to pursue any and all other rights and remedies available at law or in equity in the

event of such a breach or alleged breach.

#### **Compliance.**

- a) Each party represents and warrants it will comply with all applicable federal, state and local laws.
- b) The parties agree that if Aligned Tek, in the course of providing the Services, will access, use, or disclose Customer's "Protected Health Information" as defined in regulations established in accordance with the Health Insurance Portability and Accountability Act ("HIPAA"); Customer shall provide and execute a Business Associate Agreement ("BAA") or Sub-Business Associate Agreement ("Sub-BAA") contemporaneously with the execution of this MSA. If after the execution of this MSA, either party determines that a BAA or Sub-BAA is necessary, such party will notify the other in writing and the parties will promptly work together in good faith to ensure an appropriate BAA or Sub-BAA is executed. If the parties are unable to execute a BAA or Sub-BAA within a reasonable period of time, the requesting party may terminate this MSA without liability upon thirty (30) days prior written notice.
- c) Customer acknowledges and agrees that Aligned Tek is neither responsible for knowing what type of information may be created, stored, used or managed by Customer in connection with the Services nor for knowing or investigating which laws may or may not apply to such information. If any state or federal law requires any specific agreement about such information, it is the Customer's responsibility to notify Aligned Tek and, in such event, the parties will work together in good faith to modify this MSA as may be required.
- d) Customer acknowledges and agrees that it: (i) has conducted an assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of Customer information to be created, transmitted, stored, used or maintained in connection with the Services; (ii) has determined that the Services are sufficient for Customer's purposes and Customer's compliance with applicable law; and (iii) Aligned Tek is not responsible for determining whether any Services are sufficient for Customer's compliance with any applicable law.

#### **Force Majeure.**

Neither party shall be responsible for failure or delay of performance if caused by: an act of war, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other events outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either party may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

#### **Proprietary Rights.**

This MSA shall not be construed to grant to Customer any ownership right, title or interest in any intellectual property rights embodied in or associated with the products and services provided by Aligned Tek hereunder. All intellectual property rights, title and interest in the methodology, technology and know-how that Aligned Tek uses to provide the products and services shall remain exclusively with Aligned Tek Information Management and its licensors, as applicable.

#### **Cost Increases.**

In the event of any change in applicable law, regulation, rule, or order or any other change that materially increases the costs of doing business or other terms of delivery of Services under this MSA Aligned Tek may pass such increased costs through to Customer and Customer may terminate the specific product or service in question or all services without termination penalty upon thirty (30) days prior written notice, so long as such notice is given within ninety (90) days of the first invoice reflecting the pass through of such increased costs.

#### **General.**

- a) This MSA may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.
- b) Customer understands that Internet use, and related products and services provided under this MSA, may require registration and related administrative reports which are public in nature. Aligned Tek may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain services by Aligned Tek to Customer. In the event that such tariffs are filed respecting services ordered by Customer, then the terms set forth in the applicable tariff shall govern Aligned Tek's delivery of, and Customer's consumption or use of, such services.
- c) Neither party will use the other party's name, trademarks or logos without the prior written consent of the other party unless otherwise required by applicable law.
- d) This MSA may not be modified, except in writing, signed by an authorized signatory of each party. No waiver, modification or amendment of this MSA shall be effective unless made in a writing signed by the party to be bound.
- e) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- f) (F) Aligned Tek is an independent contractor and we agree that no partnership, joint venture, or agency relationship

exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You shall defend and indemnify Aligned Tek against liability arising under any applicable laws, ordinances or regulations related to Your termination or modification of the employment of any of Your employees in connection with any Services under this Agreement. You understand that Aligned Tek's business partners, including any third party firms retained by You to provide consulting services or applications that interact with the Services, are independent of Aligned Tek and are not Aligned Tek's agents. Aligned Tek is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as a Aligned Tek subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Aligned Tek would be responsible for Aligned Tek resources under this Agreement.

- g) Customer covenants and represents that it has negotiated this MSA directly with Aligned Tek, and has not authorized any broker, salesperson or finder to act for it in the negotiation and execution of this MSA. Customer agrees to indemnify and hold harmless Aligned Tek from any and all claims by any such broker, salesperson or finder for a commission or finder's fee as a result of Customer having entered into this MSA.
- h) Aligned Tek shall not be liable for any failure of performance or equipment due to causes beyond its reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots or terrorist attack, wars
- i) Except for actions for nonpayment or breach of Aligned Tek's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.
- j) You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You include in Your Services, including such rights and consents as necessary for Aligned Tek to perform the Services under this Agreement.
- k) You agree to provide Aligned Tek with all information, access and full good faith cooperation reasonably necessary to enable Aligned Tek to provide the Services and You will perform the actions identified in Your order as Your responsibilities.
- l) You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Aligned Tek aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Aligned Tek will cooperate with your efforts to determine whether use of the standard Aligned Tek Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Aligned Tek or changes to the Services.
- m) Aligned Tek may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order. You agree to cooperate with Aligned Tek's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Aligned Tek can terminate Your Services and/or Your order in accordance with Section 6.
- n) You agree that Aligned Tek shall not be responsible for any of Your costs incurred in cooperating with the audit.
- o) The purchase of Backup Services, Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that you may purchase Backup Services, Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.
- p) The signer for You on any agreements has full corporate power and authority to enter into this MSA and all other agreements pertaining to Services from Aligned Tek and to carry out its obligations hereunder.