

These General Terms and Conditions as they relate to the Master Services Agreement (“ ”) are between SilverSky Inc. (“ ” and also referred to as “ ”, “ ”, or “ ”) and the customer, on behalf of itself and those of its Affiliates who receive Services (collectively “ ”, and also collectively referred to as “ ” and “ ”). For purposes of this MSA, “Affiliate” means any entity that a party directly or indirectly controls, is controlled by, or is under common control with, and “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise.

This MSA will continue in effect for as long as any order remains in effect unless earlier terminated as provided below.

The term of each Service Order (as defined below) will begin on the date set forth in the Service Order and continue for the term set forth in such Service Order unless earlier terminated as provided below.

Order of Precedence, as set forth herein and in associated attachments.

During the term of this MSA and subject to the terms and conditions herein, we agree to provide subject to SilverSky’s adherence to the our travel reimbursement policy, or other travel reimbursement guidelines set forth in the Service Order, Customer shall reimburse SilverSky for all reasonable and actual out-of-pocket travel expenses, including, but not limited to, hotel, airfare and meals, incurred in connection with the implementation, perform corliv.7 (c)-d(per)-y of3 (e)5 (i)-5 (7-46-27)(er)-83 (v)ai ter (i)sa (t)E (M)SA for Ajy Be Ova Q de 8 f to (E)M O r P e A d Y 45 D written notice, should the other



You, when applicable, will: (i) use the Services for Your internal security purposes, (ii) be responsible for designating/authorizing customer users and (iii) will not, for itself, or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the Services; (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the software utilized by the Services; (c) copy any Software or Documentation, except that You may make a reasonable number of copies of the Documentation for its internal use (provided Customer reproduces on such copies all proprietary notices); or (d) remove from any software, Documentation or Equipment any language or designation indicating the confidential nature thereof or the proprietary rights of ours or its suppliers. In addition, You will not, and will not permit unaffiliated third parties to, (I) use the Services on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (II) alter any aspect of any Services or Equipment; or (III) assign, transfer, distribute, or otherwise provide access to any of the Services to any unaffiliated third party or otherwise use any Services with or for the benefit of any unaffiliated third party.





be entitled to serve notice to terminate this MSA without any further liability hereunder.

. This MSA, including any Service Orders, sets forth the entire understanding and fully integrated agreement between you and us with respect to the subject matter contained therein, and supersedes all prior agreements between us with respect to the subject matter herein, including but not limited to any non-disclosure agreement.

. This MSA and each Service Order may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.