MASTER SERVICE AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF PDNC OFFERINGS. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT OR UPON YOUR USAGE OF THE PDNC OFFERING, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE PDNC OFFERINGS. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILTIY. You may not access any PDNC Offerings if You are a direct competitor, except with PDNC's prior written consent. In addition, you may not access any PDNC Offerings for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

THIS MASTER SERVICE AGREEMENT ("**Agreement**") is between (PDNC Incorporated, dba Cyber Ascend Technologies, CyAs Tech), (**"PDNC" or "CONSULTANT"**), located at 4615 Scotts Valley Dr, Suite A, Scotts Valley, CA and your organization, (**"Client" or "You" or "Your"**), is effective on the date set forth in the referencing Schedule and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Addendums.

1. SCOPE OF AGREEMENT

 This Agreement serves as a master agreement and applies to Client's purchases from PDNC, of services ("**Services**"), as well as licenses for software, hardware, development, support, and maintenance services, and/or subscription services (collectively, "**Product**"). Client hereby engages and retains PDNC to render Services as more particularly set forth in the referencing Schedule. No Product or Services will be provided under this Agreement alone but may require the execution of a written or electronic Purchase Order, 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 Purchase Orders and Schedules under this Agreement. In the event of any conflict between the terms of the Purchase Order and Schedules and those of this Agreement, the terms of the Purchase Order or

When a Client Purchase Order or Schedule of Services identifies Web Development and Hosting as a service to be provided to Client by PDNC, this Agreement incorporates herein by this reference PDNC's Web Development and Hosting Agreement Terms and Conditions. When a Client Purchase Order or Schedule of Services identifies IT Essentials as a service to be provided to Client by PDNC, this Agreement incorporates herein by this reference PDNC's IT Essentials Terms and Conditions. When a Client Purchase Order or Schedule of Services identifies IT Fortify as a service to be provided to Client by PDNC, this Agreement incorporates herein by this reference PDNC's IT Fortify Terms and Conditions. In the event of a conflict between the terms of this Master Agreement and one of the foregoing sets of terms and conditions, those terms and conditions incorporated herein shall apply.

2. TERM AND TERMINATION

2.1. This Master Agreement shall continue in effect unless otherwise terminated in accordance with this section.

2.2. The initial period of each subscription and/or Assurance shall be as specified in the applicable Schedule, subject to the further provisions herein. If no period is specified in the applicable schedule, Client and PDNC agree that the initial period of service shall be one year from the date of commencement of service, except as otherwise specified herein, or in other applicable written agreements between Client and PDNC. Subscriptions and/or Assurance will automatically renew for additional periods equal to the expiring subscription term or one-year (whichever is shorter), unless either party gives the other written notice of non-renewal at least sixty (60) days before the end of the relevant term.

2.3. PDNC may terminate service upon under this and other applicable written agreements upon providing thirty (30) days' written or electronic notice to Client. If PDNC terminates service while Client has an outstanding prepaid balance with PDNC, PDNC shall within thirty (30) days of the cessation of service return all unearned funds to Client.

2.4. At any time during a subscription period, PDNC may change the rate charged to and payable by Client, upon providing thirty (30) days' written or electronic notice to Client of such change in rate. If PDNC gives a notice of change in rate to Client, Client shall have the right to cancel the service to which such change in rate applies, by giving written or electronic notice of such cancellation to PDNC within fourteen (14) days of PDNC's transmission of the notice of change in rate to Client. Should Client fail to give such written or electronic notice of cancellation to PDNC following receipt of PDNC's notice of change in rate, Client shall be bound to pay the new rate set forth in PDNC's notice of change in rate, for the remaining period of time during which the specified service remains in effect as described elsewhere herein and/or the applicable Purchase Order, Schedules, and other applicable agreements between PDNC and Client.

2.5. This Master Agreement and/or applicable Addendum(s) and Agreements and/or the applicable Schedule may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) upon insolvency of the other Party, if permitted by law.

2.6. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Master Agreement or the Agreement.

3. FEES AND BILLING PRACTICES

3.1. You agree to pay PDNC 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.

3.2. Except for those products and services which PDNC has agreed to provide for a flat fee, PDNC charges for the time a Consultant spends on the telephone or composing emails relating to your technical issue, including calls or emails with you, software vendors or third parties involved in this matter. We will not charge for scheduling Consultant time.

3.3. If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) (or any other interest rate in accordance with the state's law) per month from the date due until paid in full.

3.4. Client shall pay all expenses, including actual attorneys' fees, incurred by PDNC or its representatives in enforcing its rights under this Agreement, provided that PDNC is successful on the merits. Client's obligation to pay undisputed amounts due for Services and PDNC's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts.

3.5. PDNC will submit invoices to Client for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Purchase Order or Statement of Work. Each statement will be due within 15 days of its date.

4. COSTS AND OTHER CHARGES

4.1. In General. PDNC will incur various costs and expenses in performing computer services under this agreement. You agree to pay for those costs and expenses in addition to the hourly fees.

4.2. Travel to Client Site. You agree to pay for round trip Consultant travel time from our address to your location.

4.3. Time to procure materials. You agree to pay for Consultant time to procure any special materials necessary for the job.

4.4. Out of Town Travel. You agree to pay for transportation, meals, lodging and all other costs of any necessary out-of-town travel by PDNC Consultants. You will also be charged by the hourly rates for the time spent traveling.

4.5. Experts and Consultants. To aid in the resolution of your technical issues, it may become necessary to hire expert consultants. PDNC will not hire such people unless you agree to pay their fees and charges. PDNC will select any expert consultants to be hired.

5. DISCLAIMER OF GUARANTEE

Nothing in this agreement and nothing in any consultant statements to you will be construed as a promise or guarantee about the outcome of your technical problem. PDNC makes no such promises or guarantees. PDNC comments about the outcome of your technical issue are expressions of opinion only.

6. CONFIDENTIALITY AND NON-DISCLOSURE

6.1. The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the disclosing Party's Confidential Information in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

6.2. The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

6.3. Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

6.4. Nothing in the Agreement will (i) preclude PDNC from using the ideas, concepts and know-how which are developed in the course of providing any PDNC Offerings to Client or (ii) be deemed to limit PDNC's rights to provide similar PDNC Offerings to other Clients. Client agrees that PDNC may use any feedback provided by Client related to any PDNC Offering for any PDNC business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

6.5. The receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

6.6. In the event of a breach of this section, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of

temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For Confidential Information that constitutes a trade secret and for PDNC software (including code) and Documentation, the material terms of the Agreement, and Client's and/or PDNC's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

7. PROVISION OF MATERIALS AND SERVICES TO PDNC

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 PDNC performing the services. Client will also provide PDNC with access to all information, passwords and facilities requested by PDNC that is necessary for PDNC 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 PDNC may be unable to perform their duties adequately and if such a situation should exist, the PDNC will be held harmless.

8. 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.

9. CLIENT RESPONSIBILITY FOR EQUIPMENT

Client acknowledges that from time to time (a) PDNC may identify additional items that need to be purchased by Client, and (b) changes in Client's systems may be required in order for PDNC to meet Client's requirements. In connection therewith, Client agrees to work in good faith with PDNC to effectuate such purchases or changes. In the event that PDNC is required to purchase any assets, including computer hardware and/or software, in connection with PDNC providing the services, all such assets will remain the sole property of PDNC 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 PDNC do not infringe or violate the rights of any third party. Client will maintain adequate backup for all data and other items furnished to PDNC.

10. 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 material proprietary submitted by Client to PDNC.

11. Software Installation or Replication

If PDNC 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 PDNC will be deemed Client's affirmative acknowledgement to PDNC that Client has a valid license that permits PDNC 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 PDNC in a written statement of work ("SOW") expressly agrees to conduct such monitoring. Client will indemnify and hold harmless PDNC against all damages and expenses it may incur (including reasonable attorney's fees and disbursements) related to Client providing infringing materials to PDNC or any Client breach of this Section.

12. INTELLECTUAL PROPERTY

PDNC retains all intellectual property rights in any Product. Such "Product" is defined as 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 by PDNC 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.

Client may only use and disclose Product in accordance with the terms of this Agreement and applicable Order. PDNC 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 PDNC's prior written approval. Except as expressly authorized in this Agreement or an Order, 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 or PDNC 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.

12.1. License Agreements

(a) License. Subject to the terms of, and during the term of, this Agreement, PDNC grants Client a limited 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 PDNC 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.

(c) EULA. Client hereby consents permission to PDNC to sign all EULA's necessary for any software product installed on Client's computer system.

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

13. <u>WARRANTY</u>

PDNC warrants that it will perform the Services substantially in accordance with the specifications set forth whether under this Agreement, a purchase order, other work order or otherwise in connection with any of them. For any breach of the foregoing warranty, PDNC will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the ten (10) business day period immediately preceding the date of Client's written notice to PDNC specifying in reasonable detail such non-conformance. If PDNC concludes that conformance is impracticable, then PDNC will refund all fees paid by Client to PDNC hereunder, if any, allocable to such nonconforming Services.

    13.1.   Notwithstanding the above, PDNC does not warrant its products or services beyond a reasonable standard or skill consistent with industry standards. PDNC does not guarantee or promise any cost savings, profits, or returns on investment.

14. <u>SOFTWARE HARDWARE & SECURITY</u>

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 specific security standards, policies, procedures set forth in the Network Security Schedule incorporated herein by reference.

15. <u>TERRORISM AND CYBER TERRORISM</u>

In no event, including the negligent act or omission on its part, shall PDNC, whether under this Agreement, a purchase order, an agreement incorporated into a purchase order by reference, 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 without limitation 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 of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such 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 electronically 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 therefrom.

16. <u>TELEMARKETING & UNSOLICITED EMAILS</u>

In no event, including the negligent act or omission on its part, shall PDNC, whether under this Agreement, a purchase order, 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 without limitation 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 the 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.

17. <u>EXTRAORDINARY EVENTS</u>

In no event, including the negligent act or omission on its part, shall PDNC, whether under this Agreement, a purchase order, 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 without limitation 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 of or arose from any failure or malfunction of electrical or telecommunications infrastructure or services not under PDNC's control, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

18. <u>LIMITATIONS OF LIABILITY</u>

EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL PDNC BE LIABLE TO CLIENT FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEE OR FOR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT WITH RESPECT TO INDEMNITIES ARISING OUT OF CLAIMS BY THIRD PARTIES FOR INFRINGEMENT OF INTELLECTUAL PROPERTY. UNDER NO CIRCUMSTANCES, SHALL PDNC'S AGGREGATE LIABILITY ARISING FROM OR OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES PAID UNDER THIS AGREEMENT.

18.1.   PDNC SHALL NOT BE LIABLE TO CLIENT FOR ANY DELAY IN DELIVERY OR PERFORMANCE, OR FAILURE TO DELIVER OR PERFORM AT OR WITHIN THE DEADLINES SET FORTH IN THIS AGREEMENT UNLESS SUCH DELAY OR FAILURE IS A RESULT OF PDNC'S NEGLIGENCE.

19. <u>INSURANCE</u>

PDNC agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extend this Agreement creates exposure generally covered by the following insurance policies, PDNC will maintain at its own sole cost and expense at least the following insurance covering its obligations under this Agreement: (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 the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars ($1,000,000).

20. <u>DISCLAIMERS</u>

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

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

20.2. EXCEPT FOR THE WARRANTIES MADE BY PDNC IN SECTION 13, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." PDNC DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. PDNC DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

20.3. PDNC DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CLIENT REQUIREMENTS NOT SET FORTH HEREIN OR IN THE APPLICABLE SCHEDULE OF SOFTWARE AND SERVICES, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES 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.

20.4. No statement by any PDNC employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever, unless expressly labeled as warranty, stated in writing, and separately executed by PDNC's Chief Executive Officer.

21. 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.

22. AMENDMENT

This Agreement may not be amended except by a writing executed by an authorized individual representing PDNC.

23. 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.

24. LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of California. Venue shall lie exclusively in Santa Cruz County, California.

25. 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.

26. FORCE MAJEURE

With the exception of Client payment for service rendered, neither party shall be responsible for any failure to perform, or delay caused where such failure or delay is due to circumstances reasonably beyond the party's control. This includes fire, flood, earthquake, volcanic eruption, explosion, lightening, wind, hail, tidal wave, landslide, act of God or any other physical event.

27. ASSIGNMENT

Client may not assign its rights or obligations under this Agreement without PDNC's prior written consent which shall not be unreasonably withheld.

28. <u>COUNTERPART AND ELECTRONIC SIGNATURES</u>

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Client's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Client's hand.

29. <u>MEDIATION</u>

PDNC and Client agree that if we have any dispute arising under this agreement or the services performed for you under this agreement or otherwise (other than for payment of fees or expenses due hereunder), we will attempt to settle our dispute through the services of a third-party mediator from the Judicial Arbitration and Mediation Service, and parties will each pay one-half the cost of such mediator. If a lawsuit is filed between parties, either party may compel mediation in the lawsuit if no such mediation has taken place before filing the lawsuit.

30. <u>ENTIRE AGREEMENT</u>

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.