



## LUX SCIENTIAE MASTER SERVICES AGREEMENT

Version 2010.01.26

This Master Services Agreement (the “Agreement”) between Lux Scientiae, (“Lux Scientiae”) and the customer which is a signatory (actual, electronic, or implied) hereto (“Customer”) is made effective as of the date indicated on the initial Service Order Form (“Order Form”) submitted by Customer and accepted by Lux Scientiae.

The “Order Form” is either a service order form submitted to the Customer by Lux Scientiae and signed by Lux Scientiae and the Customer, or is the confirmation email that the Customer receives via email upon successful completion of an online order placement process (in which the Customer has agreed to these terms). In cases where there is a formal Order Form signed by each party, the Order Form takes precedence over this Agreement in the case of any conflicting terms.

For clients that have to abide by the regulations of HIPAA, LuxSci has an addendum to its Master Services Agreement (MSA) that is automatically included in the MSA by reference when the client agrees to the terms of the MSA as part of the account signup process. This is the “Business Associate Agreement” (with matching version number) between LuxSci, the “Business Associate”, and the Client, the “Covered Entity”. The most recent version of this addendum can be downloaded from [http://luxsci.com/extranet/pdf/msa\\_med.pdf](http://luxsci.com/extranet/pdf/msa_med.pdf).

### 1. Overview.

This Agreement states the terms and conditions by which Lux Scientiae will deliver and Customer will receive any or all of the services provided by Lux Scientiae, including bandwidth, managed services, managed servers, professional/support services and content delivery. Each Order Form, accepted and executed by both parties is hereby incorporated by reference herein. This Agreement is intended to cover any and all Services ordered by Customer and provided by Lux Scientiae, which are not explicitly covered by other agreements. Capitalized terms shall have the meanings assigned to them herein or as defined in Section 10.

### 2. Delivery of Services; Terms; Fees.

#### 2.1 Delivery of Services.

By submitting an Order Forms(s), Customer agrees to take and pay for (i) the Service(s) during the Initial Term and for any Renewal Term, and (ii) certain limited services and equipment needed by Customer on a “one-off” or emergency basis (“Supplemental Services”) where such services are not included within the scope of the Services as described in the Order Forms(s). Customer agrees to pay Lux Scientiae the fees charged by Lux Scientiae for Supplemental Services, and hereby authorizes Lux Scientiae to perform such services on its behalf. ALL SUPPLEMENTAL SERVICES ARE PROVIDED ON AN “AS IS” BASIS AND EXCLUDE WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED in accordance with Lux Scientiae’s current policies and prices.

#### 2.2 Term.

(a) Term Commencement. The term for each Service will commence on the Service Commencement Date. This date is either the date agreed upon by both the Customer and Lux Scientiae, or, if there is no such explicit date, it is the date when the Customer’s account is activated.

(b) Renewal Term(s). Upon expiration of the Initial Term, the term shall be extended automatically on a month-to-month basis to ensure a continuation of the Customer’s services. Exceptions to this are noted in sections (c) and (d).

(c.1) For paid-monthly Shared Hosting clients, the period will be extended automatically for an additional one month period (“Renewal Term”), unless and until either party gives the other at least one day written notice of a termination prior to the beginning of the Renewal Term (prior to the first day of the new month).



(c.2) For paid-monthly Cloud Server Hosting clients, the period will be extended automatically for an additional one week period (“Renewal Term”), unless and until either party gives the other at least seven days written notice of a termination.

(c.3) For paid-monthly basic and premium Dedicated Server Hosting clients, the period will be extended automatically for an additional one month period (“Renewal Term”), unless and until either party gives the other at least 30 days written notice of a termination (prior to the first day of the new month).

(d) For paid-yearly contracts, Customer will be automatically invoiced for another year of service so Customer can take advantage of the discounted paid-yearly prices. Payment of the new yearly invoice constitutes agreement to another one year term. Non-payment of the new yearly invoice leaves the customer on a month-to-month or week-to-week contract (as per Section c, above) with fees due commensurate to the monthly fees that would have been charged had Customer changed to paid-monthly terms at the end of the most recent paid-yearly term. Customer can also opt to explicitly switch to a month-to-month contract at the completion of any yearly term.

(d.1) For paid-yearly Shared Hosting contracts, the renewal term can be avoided if either party gives the other at least one day written notice of a termination prior to the beginning of the Renewal Term. The termination of any Service will not affect Customer’s obligations to pay for other Service(s).

(d.2) For paid-yearly Cloud Server Hosting contracts, the renewal term can be avoided if either party gives the other at least seven days written notice of a termination prior to the beginning of the Renewal Term. The termination of any Service will not affect Customer’s obligations to pay for other Service(s).

(d.3) For paid-yearly basic and premium Dedicated Server Hosting contracts, the renewal term can be avoided if either party gives the other at least 30 days written notice of a termination prior to the beginning of the Renewal Term. The termination of any Service will not affect Customer’s obligations to pay for other Service(s).

(e) “Written notice” must be made by the primary administrator of the Customer’s account by opening an account closure request support ticket in the Lux Scientiae member’s portal. Lux Scientiae reserves the right to seek verification from the account holder of any account closure requests for security reasons.

(f) Account termination is only possible if the Customer’s account is paid in full for all Terms and other obligations incurred through the end of the current Term; accounts with unpaid balances cannot be terminated until said balances due are paid in full. Fees for Renewal Terms that start on or after the desired account closure date are exempt from this condition.

## 3. Fees and Payment Terms.

3.1 Fees and Expenses. Customer will pay all fees due according to the prices and terms listed in the Order Form(s) and all other fees incurred by Customer related to Supplemental Services, Professional Services, reinstatement of service fees and fees for switching or upgrading servers or services, all in accordance with the then current Lux Scientiae prices and policies.

### 3.2 Payment Terms.

3.2.1 Shared Hosting: On the Service Commencement Date for each Service, Customer will be billed (the “Initial Bill”) an amount equal to (i) all non-recurring charges indicated in the Order Form(s) and (ii) the monthly recurring charges for the first month of the term prorated for the number of calendar days remaining in such month, (iii) the monthly recurring charges for the second month of the term if the Service Commencement Date is on or after the 14th day of the month, and (iv) all recurring yearly charges indicated on the Order Forms(s).

3.2.2 Cloud and Dedicated Server Hosting: On the Service Commencement Date for each Service, Customer will be billed (the “Initial Bill”) an amount as indicated on the Order Form for getting started. Any initial amount paid above and beyond the cost of the setup fees and first month’s fees for the servers and services in question will remain as a credit on the account to be applied to future charges. Any credit remaining in the Customer’s account can be refunded to Customer if Customer’s account is terminated without cause under the dictates of this contract and the Order Form.



3.3 Subsequent monthly billing will occur on the 23rd day of each calendar month for the term beginning on the 1st of the next calendar month. Subsequent yearly billing will occur 30 days prior to the anniversary of the Service Commencement Date for each respective recurring yearly charge. Monthly and Yearly recurring charges will be billed (the "Recurring Bill") in advance of the provision of Services. All other charges for Services received and expenses incurred for Supplemental or Professional Services during a month (e.g., bandwidth usage fees) will either be billed immediately or at the end of the month in which the Services were provided. Payment for all fees is due upon receipt of each Lux Scientiae billing statement. All payments will be made in U.S. Dollars. Notwithstanding anything to the contrary in this Agreement, Lux Scientiae expressly reserves the right to alter, change or amend its billing practices in its sole discretion, including, but not limited to, the date on which such billing will occur and the types of charges that will be included in such bills.

3.4. Contract Changes. After the Customer's account is active, the Customer may choose to alter service level by adding or changing services. This will affect Recurring Bill amount. All agreements regarding payment and late payments apply to new charges due to service level changes.

3.5 Multiple Bill Types. It is possible that a Customer may have both yearly and monthly Recurring Bills, i.e. a monthly Customer may order additional services that can only be delivered on a yearly basis. Each Recurring Bill is subject to its own individual Renewal Terms and Payment Terms as appropriate to its periodicity.

3.6 Late payments. Any payment not received within fifteen (15) days of the invoice date of the Initial Bill and thirty (30) days of the invoice date of a Recurring Bill (respectively, a "Payment Default") will accrue a late fee at a rate of 1.5% per 30 days. Customer also shall pay to Lux Scientiae all expenses incurred by Lux Scientiae in exercising any of its rights under this Agreement or applicable law with respect to a Payment Default or other breach by Customer, including, but not limited to, reasonable attorneys' fees and the fees of any collection agency retained by Lux Scientiae.

3.7 Taxes. Customer will be responsible for and will pay in full, except for taxes on Lux Scientiae net income, all taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of Services.

3.8 Fee Increases. Recurring and non-recurring fees are here referred to as "Fees". Lux Scientiae may increase any or all "Fees" by giving notice to Customer of not less than 45 days prior to the beginning of a Renewal Term applicable to the particular Fees subject to increase. Such increase shall be effective on the first day of the applicable Renewal Term. Unless you give notice to Lux Scientiae that you do not wish to renew these services, as per Section 2.2, you are deemed to have accepted the increased Fee for the applicable Renewal Term and any subsequent Renewal Terms (unless the fees are increased in the same manner for a subsequent Renewal Term).

## 4. Intellectual Property Ownership.

This Agreement does not transfer from Lux Scientiae to Customer any Lux Scientiae Technology, and all right, title and interest in and to Lux Scientiae Technology will remain solely with Lux Scientiae. This Agreement does not transfer from Customer to Lux Scientiae any Customer Technology, and all right, title and interest in and to Customer Technology will remain solely with Customer. Lux Scientiae and Customer each agree that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party and/or its third party vendors.

## 5. Limited Warranties.

5.1 Limitation. Each of the guarantees in the Order Form(s) is null and void if Customer fails to follow Lux Scientiae's Acceptable Use Policy (with the same version as this agreement) and other policies or otherwise breaches the Agreement in any respect.

5.2 Service Level Agreement (SLA).



5.2.1 For Dedicated Server Hosting and Cloud Server Hosting Customers, the dedicated hosting SLA shall apply. The most recent Dedicated Hosting SLA is located at <http://luxsci.com/extranet/dedicated-sla.html>.

5.2.2 If Customer is ordering Shared Hosting services, shared hosting SLA shall apply. The most recent Shared Hosting SLA located at <http://luxsci.com/extranet/shared-sla.html>.

5.2.3 Lux Scientiae may change its SLA upon fifteen (15) days' notice to Customer, which notice may be provided by posting such new SLA at the Lux Scientiae Web Site at the links listed in 5.2.1 and 5.2.2. Customer may request a current copy of the SLA by sending, emailing, or faxing a request to Lux Scientiae, or by visiting its web site and downloading a copy from there. Customer agrees that it has received, read and understands the current version of the SLA applicable to the services being ordered.

5.3 No Other Warranty. LUX SCIENTIAE DOES NOT MONITOR OR EXERCISE CONTROL OVER THE CONTENT OF THE INFORMATION TRANSMITTED THROUGH ITS FACILITIES. USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THEREFROM IS AT CUSTOMER'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. EXCEPT AS PROVIDED IN THE ORDER FORM(S), LUX SCIENTIAE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LUX SCIENTIAE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, EXCEPT AS WARRANTED IN THE SLA.

5.4 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. LUX SCIENTIAE DOES NOT AND CANNOT CONTROL THE FLOW OF INFORMATION TO OR FROM LUX SCIENTIAE'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). LUX SCIENTIAE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY LUX SCIENTIAE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

## 6. Customer Obligations.

### 6.1 Warranties of Customer.

(a) General. Customer represents and warrants that (i) Customer is at least eighteen (18) years of age; (ii) Customer possesses the legal right and ability to enter into this Agreement, and (iii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable laws, regulations or the Acceptable Use Policy or cause a breach of any agreements with any third parties or unreasonably interfere with other Lux Scientiae customers' use of Lux Scientiae services. Customer assumes all risks related to processing of transactions related to electronic commerce.

(b) Customer Information. Customer represents and warrants that (i) all information provided to Lux Scientiae for the purposes of establishing and maintaining the Service is accurate.

(c) Breach of Warranties. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Lux Scientiae will have the right, in its sole discretion, to suspend or terminate immediately any Services.

6.2 Compliance with Law and Acceptable Use Policy. Customer agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. Customer will comply at all times with all applicable laws and regulations and the Acceptable Use Policy, as updated by Lux Scientiae from time to time. The Acceptable Use Policy are incorporated herein and made a part hereof by this reference. Lux Scientiae may change the Acceptable Use Policy upon fifteen (15) days' notice to Customer, which notice may be provided by posting such new Acceptable Use Policy at the Lux Scientiae Web Site. Customer may request a current copy of the Acceptable Use Policy by sending, emailing, or faxing a request to Lux Scientiae, or by downloading a copy from the Lux Scientiae Web Site. Customer agrees that it has received, read and understands the current version of the Acceptable Use Policy.



## 7. Limitations of Liability.

7.1 Delays and Interruptions. LUX SCIENTIAE SHALL NOT BE LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, CORRUPTION OF DATA, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS, EXCEPT AS INDICATED IN THE SLA. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES, AND LUX SCIENTIAE SHALL HAVE NO LIABILITY THEREFOR. EXCEPT TO THE EXTENT OF LUX SCIENTIAE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER LUX SCIENTIAE NOR ITS NETWORK SERVICES SUPPLIER WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO LUX SCIENTIAE'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISE 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, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF LUX SCIENTIAE'S OR ITS NETWORK SERVICE SUPPLIER'S NEGLIGENCE.

7.2 Consequential Damages. EXCEPT FOR THE PARTIES' INDEMNITY OBLIGATIONS IN SECTION 8 AND EXCEPT AS SPECIFIED IN THE SLA, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE.

7.3 Notwithstanding anything else to the contrary contained in this Agreement, Lux Scientiae's maximum aggregate liability to Customer for any claim related to, or in connection with, this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount of fees actually paid by Customer to Lux Scientiae for the prior three (3) months for services covered by this agreement.

7.4 Lux Scientiae may provide Customer access to other third party software and/or services ("Third Party Products") through reseller relationships Lux Scientiae has established with certain commercial vendors ("Third Party Vendors"). Lux Scientiae makes no representations or warranties, express or implied, regarding any Third Party Products. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THIRD PARTY PRODUCTS IS AT CUSTOMER'S SOLE RISK AND SUCH THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM LUX SCIENTIAE OR SUCH THIRD PARTY VENDORS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER AGREES TO OBSERVE THE TERMS OF ANY LICENSE AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENT FOR THIRD PARTY PRODUCTS AND THAT CUSTOMER SHALL BE FULLY LIABLE TO THIRD PARTY PROVIDERS AND LUX SCIENTIAE WITH RESPECT TO ANY IMPROPER USE OF SUCH THIRD PARTY PRODUCTS OR VIOLATION OF LICENSE AGREEMENTS WITH THEM AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENTS.

## 8. Indemnification.

Each party agrees to indemnify and hold the other harmless against any losses, costs, expenses (including, but not limited to, reasonable attorneys' fees), claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") resulting from any claim, suit, action, or proceeding brought by any third party against the other or its affiliates related to or arising out of (i) any infringement or misappropriation or alleged infringement or misappropriation of any United States copyright, trade secret, patent, trademark, or other proprietary right related to any hardware or software utilized in connection with any of the Services (but excluding any infringement contributorily caused by the other party) and (ii) any violation of or failure to comply with the Rules or Regulations. Customer further agrees to indemnify Lux Scientiae and its affiliates against any Losses which arise out of, or relate to any content provided by Customer or the customers/clients of Customer, and Customer will reimburse Lux Scientiae and its affiliates for all legal expenses, including reasonable attorneys' fees, incurred by Lux Scientiae and its affiliates in connection with any such Losses.



## 9. Termination.

9.1 Termination Without Cause During Renewal Term. This Agreement may be terminated by either party at any time during any Renewal Term for any or no reason upon either party giving to the other written notice of termination as per Section 2.2. No matter which party terminates the Agreement pursuant to this Section 9.1, any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due, and Customer shall be required to prepay for any portion of the Services that have not been paid for and are to be rendered through the end of the final term.

9.2 Termination For Cause. In addition to any other rights it may have under this Agreement or applicable law, Lux Scientiae may immediately terminate this Agreement or suspend service, effective without notice, in the event of (i) a Payment Default, or (iii) Customer's breach or failure to comply with any other obligation of Customer under this Agreement including, but not limited to, its failure to comply with any of the terms of the Acceptable Use Policy or other policies of Lux Scientiae. Customer may terminate this Agreement if Lux Scientiae breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of same.

9.2.1 Suspension or Termination For Cause by Server Provider. For Dedicated Server Hosting and Cloud Server Hosting Customers, The Server Provider reserves the right to suspend or terminate services without notice due to (i) violations of Server Provider Acceptable Use Policies, (ii) failure to cooperate with any reasonable investigation of any suspected AUP violation, (iii) Server Provider reasonably believes that suspension of services is necessary to protect its network or other customers, (iv) requirements of law enforcement or government agency.

9.2.2 If this Agreement is terminated under this Section 9.2, all remaining monthly recurring and other charges specified on the applicable Order Form(s) for the balance of the then current term (be that monthly, weekly, or yearly) shall immediately become due and payable. In addition to the foregoing, Lux Scientiae reserves the right to prohibit any conduct or to remove any materials or content in violation of the Acceptable Use Policy or which

Lux Scientiae believes in its sole discretion to be illegal or potentially harmful to others or may expose Lux Scientiae to harm or liability.

9.3 No Liability for Termination. Neither party will be liable to the other for any termination or expiration of any Service or this Agreement in accordance with its terms.

9.4 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 3, 4, 5, 7, 8, 9, 10 and 11.

9.5 IP Addresses: Upon expiration, cancellation or termination of this Agreement, Customer shall relinquish any Internet protocol ("IP") numbers, addresses or address blocks assigned to Customer by Lux Scientiae or its network services supplier (but not the URL or top level domain connected therewith). Lux Scientiae reserves, in its sole discretion, the right to change or remove any and all such IP numbers, addresses or address blocks.

## 10. Definitions.

(a) "Customer Technology" means Customer's proprietary technology, including Customer's Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed during the term of this Agreement by Customer.



(b) "Initial Term" means the minimum term for which Lux Scientiae will provide the Service(s) to Customer, as indicated on the Order Form(s).

(c) "Professional Services" means any non-standard professional, consulting or support service provided by Lux Scientiae to Customer. In particular, this includes any consulting agreements for work or services not covered in the Order Form(s).

(d) "Lux Scientiae Technology" means Lux Scientiae's proprietary technology, including Lux Scientiae Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Lux Scientiae or licensed to Lux Scientiae from a third party) and also including any derivatives, improvements, enhancements or extensions of Lux Scientiae Technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to Customer or that have general applicability in the art.

(e) "Renewal Term" means any service term following the Initial Term, as specified in Section 2.2.

(f) "Acceptable Use Policy" means the Lux Scientiae general Acceptable Use Policy governing Customer's use of Services, including, but not limited to, online conduct and Lux Scientiae's Acceptable Use Policy, which can be found at <http://luxsci.com/extranet/aup.html>.

(g) "Service(s)" means the specific service(s) provided by Lux Scientiae pursuant to this Agreement.

(h) "Service Commencement Date" means the date Lux Scientiae will begin providing the Service(s) to Customer as indicated on the Order Form(s).

(i) "Shared Hosting" means the use of email, web site, FTP, and other services on servers that may be shared with other Customers of Lux Scientiae for their use of similar services.

(j) "Dedicated Server Hosting" means that Customer will use a dedicated physical server or servers for some or all services ordered. These dedicated server(s) will not be made available to any other Lux Scientiae Customers for their own use; i.e., they will not be shared with any other Customers.

(j) "Cloud Server Hosting" means that Customer will use a dedicated virtual server or servers for some or all services ordered. These virtual server(s) will not be made available to any other Lux Scientiae Customers for their own use; i.e., they will not be shared with any other Customers. These virtual servers are virtualized server environments that run on a dedicated physical server or servers which may host virtual servers for other Lux Scientiae Customers or other Customers of Server Provider unrelated to Lux Scientiae.

(k) "Server Provider" means the company providing the data center and server hardware which is being used by Customer for Dedicated or Cloud Server Hosting. Lux Scientiae is leasing and coordinating the use of this hardware on behalf of Customer.

## 11. Miscellaneous Provisions.

Lux Scientiae shall not be deemed to be in default of any provision of this Agreement or be liable for any delay, failure of performance or interruption of the provision of Services to Customer resulting, directly or indirectly, from any unforeseen or force majeure event. Lux Scientiae and Customer agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or the customers of Customer. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Massachusetts (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. All disputes arising out of or relating to this



Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts in Massachusetts and each party irrevocably consents to such personal jurisdiction and waives all objections thereto. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. Customer may not sell, assign or transfer its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Lux Scientiae, and any attempted assignment or delegation without such consent will be void. Lux Scientiae may assign this Agreement in whole or part. Lux Scientiae also may delegate the performance of certain Services to third parties, including Lux Scientiae's wholly owned subsidiaries. All notices, demands, requests or other communications required or permitted under this Agreement shall be deemed given when delivered personally, sent by facsimile upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail. Lux Scientiae and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Lux Scientiae and Customer. Neither Lux Scientiae nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. Except as expressly provided in this Agreement, this Agreement may be changed only by a written document signed by authorized representatives of Lux Scientiae and Customer in accordance with this Section 11.

Authorized representatives of Customer and Lux Scientiae have read the foregoing and all documents incorporated therein and, by executing the Order Form(s), agree and accept such terms effective as of the date on the initial Service Order Form.

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Client signature

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Client company, name and title

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Date