



General Terms and Conditions

1. Master Services Agreement; Statements of Work.

(a) Agreement Structure. This is a Master Services Agreement containing terms and conditions to be applicable to written statements of work ("**SOW(s)**"), which shall be numbered consecutively and may be in the form attached hereto as Exhibit A, or in such other form as may be agreed upon by the parties. SOWs shall specify the services to be provided by Quadrant (the "**Services**"), applicable fees, invoicing schedule, term for which Services shall be provided, specifications, service levels, and project timelines, any key personnel, as well as any requirements which are in addition to the general provisions of this Agreement, such as specific project milestones, acceptance criteria and/or other quality and warranty considerations. Any change in the Services or other provisions of the SOW may be made only by a written amendment signed by the parties. Except as otherwise expressly provided herein or in a SOW, Quadrant shall supply all personnel, materials, assets, and facilities necessary to perform the Services. SOWs shall also specifically identify any deliverables to be provided by Quadrant to Client (the "**Deliverables**").

(b) Relationship of Agreement and SOWs. Each SOW shall be incorporated into and be subject to the terms of this Agreement. A SOW may contain terms and conditions in addition to those in this Agreement. However, if a SOW contains terms or conditions that directly conflict with this Agreement, the provisions of this Agreement shall control, unless such SOW expressly provides that such conflicting term or condition supersedes this Agreement. Such additional or different terms or conditions shall be applicable only to the SOW in which they are contained.

(c) No Minimum/No Exclusivity. Nothing contained in this Agreement alone shall constitute a commitment by Client to purchase Services. Such a commitment shall arise only from a SOW signed by the parties. This Agreement is nonexclusive, and Client may contract with other entities to perform services related to or within the terms of any SOW.

2. Term and Termination.

(a) Agreement.

(i) Term of Agreement. This Agreement shall commence on the Effective Date and will remain in full force and effect until terminated as set forth below in this Section 2(a).

(ii) Termination for Cause. If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement ("**Cause**"), then that party may provide written notice to the other party within sixty (60) days of the Cause describing the alleged

failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement or if Client makes an unauthorized solicitation of a Quadrant employee under the provisions of Section 7 herein, the breaching party shall have ten (10) business days after notice of such failure to cure the breach. If the breaching party fails to cure within ten (10) business days, then the non-breaching party may immediately terminate this Agreement, in whole or part, for cause by providing written notice to the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice cure the material failure, or if the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the breaching party.

(iii) Termination Upon Bankruptcy or Insolvency. Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event that (i) the other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment, or sale for or by any creditor or government agency.

(b) SOWs.

(i) Term of SOWs. Each SOW shall commence as of the Commencement Date as defined in such SOW and shall continue for the term and renewal periods (if any) set forth in such SOW.

(ii) Termination of SOWs. Either party to a SOW may terminate such SOW for Cause upon not less than sixty (60) days' prior written notice to the other upon the occurrence of the other party's non-performance or failure to perform any provision of the SOW or this Agreement as it applies to such SOW, provided that such non-performance or failure has not been cured within thirty (30) days after such notice, and further provided that Quadrant may in its sole discretion terminate a SOW for Cause upon not less than thirty (30) days written notice to Client upon the occurrence of Client's failure to perform its obligations under a SOW relating to payment of the fees set forth in the SOW, provided that such failure has not been cured within ten (10) days after such notice.

(c) Effect of and Duties Upon Expiration or Termination of SOWs.

(i) Generally. Termination of any one or more SOWs shall not constitute a termination of this Agreement or any remaining SOWs not so terminated. If this Agreement is terminated prior to the termination or expiration of the then-current term of any SOWs and such SOWs are not also expressly terminated in accordance with this Agreement and have not expired, then such SOWs shall continue for the then-current terms thereof and any renewals and this Agreement shall continue in effect with respect to such SOWs until the termination or expiration of the then-current term of such SOWs and any renewals. Termination of this Agreement or any

SOW shall not limit either party from pursuing any other remedies available to it pursuant to this Agreement and such SOWs.

(ii) SOWs. Upon termination or expiration of any SOW, Quadrant shall send Client its final invoice for such SOW and Client shall pay Quadrant for Services performed through the effective date of termination or expiration in accordance with such SOW and this Agreement in accordance with Section 4(c). Upon termination of any SOW in accordance with the provisions of this Agreement and the SOW, Quadrant shall refund Client any pre-payments made by Client on account of Services which were intended to be performed beyond the termination date.

(d) Payments Due. The termination of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.

(e) Continuation of Services. Quadrant will continue to perform the Services during any notice period unless otherwise mutually agreed upon by the parties in writing. In the event that Client provides the notice of termination and directs Quadrant not to perform the Services through the notice period, Client agrees to pay Quadrant an amount equal to the amount normally due to Quadrant for the notice period. Upon termination by either party, Client will pay Quadrant for all Services performed, and charges and expenses incurred by Quadrant in connection with the Services provided under this Agreement through the date of termination.

3. Services Generally.

(a) Obligation to Provide Services. Quadrant shall provide the Services described in each SOW. Quadrant will require Quadrant personnel to follow all applicable, lawful policies and procedures of Client while performing Services under this Agreement.

(b) Performance of Services. Quadrant agrees to perform Services hereunder in accordance with the prevailing standard of care exercised by consultants in the information security industry and in accordance with applicable laws and regulations.

(c) Costs of Licenses. The costs of any licenses or agreements from or with any third party that must be obtained to use the Services as provided in this Agreement shall be expressly set forth in the applicable SOW and shall be payable by Client. No license fees or expenses payable to third parties which are not also described in the SOW shall be required to be paid to use the Services as provided in this Agreement.

(d) Use of Licensed Materials by Quadrant in Connection with Services. If Quadrant is to use any software or other material licensed to Client by a third party in connection with Quadrant's performance of Services, such use must be permitted by and shall be subject to any restrictions in the applicable license. Quadrant will execute any sublicense or other appropriate agreement with Client and/or such third party prior to such use.

4. Fees and Expenses; Invoices and Payment.

(a) Fees for Services. Services shall be provided at the price set forth in the SOW. Quadrant shall not increase the price set forth in a SOW during the term of the SOW, unless otherwise provided in the SOW. Any renewal of the SOW shall be at the price set forth in the original SOW unless specifically agreed to in a writing signed by the parties. Work performed at the request of Client by Quadrant outside the scope of work set forth in the SOW shall be charged at Quadrant's then prevailing rate for such Services.

(b) Expenses. The client agrees to reimburse Quadrant for travel expenses (including transportation costs, meals and lodging), and other out of pocket and third party expenses reasonably incurred in connection with the performance of the Services. Client shall be responsible for all sales taxes, service taxes, value added taxes, and other taxes on the Services (other than any taxes imposed upon the income of Quadrant).

(c) Invoices and Payment. Quadrant shall invoice Client monthly unless otherwise expressly specified in the applicable SOW. Client shall pay invoices within fifteen (15) days of receipt and approval by Client at the address designated below:

Quadrant Information Security
4651 Salisbury Road
Suite 315
Jacksonville, Florida 32256

Invoices which are not paid within fifteen (15) days of the invoice date and which are not disputed in writing by Client within such period of time shall bear interest from the due date until paid at the greater of the rate of 1.5% per month or at the maximum rate permitted by law, whichever is less. Client shall also be responsible for all costs of collection incurred by Quadrant in connection with past due invoices.

5. Confidentiality.

(a) Client Confidential Information. Quadrant recognizes that during its consulting relationship with Client it will receive access to non-public proprietary information, confidential information, and trade secrets of Client and of third parties in Client's possession (the "**Client's Confidential Information**"). Client Confidential Information includes trade secrets, know how, information or data concerning processes, products, services, inventions, manufacturing and production methods, purchasing, accounting, engineering, marketing, selling methods and techniques, research and development, computer programs, purchasing information, ideas and plans for development, historical financial data and forecasts, long range plans and strategies, existing contracts, customer lists and any information related to Client's customers, patients and vendors, and any such other information concerning the business of Client or its manner of operation which is not generally known in the industry. Quadrant agrees that the Client's Confidential Information is the exclusive property of Client, and Quadrant shall maintain the confidentiality thereof and not disclose the same to any third party or use it for benefit of any person or entity other than Client. Quadrant shall only use Client's Confidential Information as necessary for the performance of the Services, and may only disclose Client's Confidential Information to Quadrant personnel on a need-to-know basis solely for the performance of the Services. Quadrant shall ensure Quadrant personnel comply with Quadrant's obligations

hereunder with respect to Client's Confidential Information. Quadrant further agrees that except as expressly permitted under the Agreement, it shall not (i) disclose Client's Confidential Information to any third party, (ii) copy or reproduce any portion of the Client's Confidential Information in written, printed or other form, or (iii) use Client's Confidential Information for any purpose whatsoever, in each case without the prior written consent of Client. Specifically, Quadrant will use particular care to ensure that such information does not become known to those who are engaged in activities competitive with those of Client. Quadrant shall, upon Client's request and at Client's option, return or destroy the Client's Confidential Information. Quadrant agrees to provide prompt notice to Client and opportunity to respond should it receive a subpoena or other legal request for Client's Confidential Information.

(b) Quadrant Confidential Information. Client recognizes that in the course of performing the Services on behalf of Client, that Client will receive access to computer programs, software, source code, object code, proprietary ideas, concepts, and expertise in technologies developed by Quadrant relating to the computer information security business, as well as product and service pricing and sales terms, know how, and any such other information concerning the business of Quadrant or its manner of operation which is not publicly known (collectively "**Quadrant's Confidential Information**"). The Client agrees that Quadrant's Confidential Information is the exclusive property of Quadrant and Client shall maintain the confidentiality thereof and may only disclose the same to any third party or use it for the benefit of any person or entity other than Quadrant. Client shall use Quadrant's Confidential Information only if necessary in the performance of the Services by Quadrant and may disclose only Quadrant's Confidential Information to Client personnel on a need to know basis solely in connection with the performance of the Services. Client shall ensure that Client and Client personnel comply with Client's obligations hereunder with respect to Quadrant's Confidential Information. Client further agrees that except as expressly permitted under the Agreement, it shall not: (i) disclose Quadrant's Confidential Information to any third party; ii) copy or reproduce any portion of the Quadrant's Confidential Information in written, printed or other form, or (iii) use Quadrant's Confidential Information for any purpose whatsoever except as expressly permitted by this Agreement in connection with the Services, in each case without prior written consent of Quadrant. Specifically, Client will use particular care to ensure that such information does not become known to those who are engaged in activities competitive with those of Quadrant. Client shall, upon Quadrant's request and Quadrant's option, return or destroy Quadrant's Confidential Information. Client agrees to provide prompt notice to Quadrant and the opportunity to respond should receive a subpoena or other legal request for Quadrant's Confidential Information.

(c) Injunctive Relief. The parties acknowledge that any unauthorized use or disclosure of Confidential Information by the other party or the other party's personnel would cause irreparable harm, and therefore, in addition to any other remedy available in law, each party shall be entitled to immediate injunctive relief, without showing any actual damages sustained, to prevent such disclosure or unauthorized use or threatened disclosure or unauthorized use of such party's Confidential Information. Neither party shall have an obligation to post a bond or other security in connection with obtaining an injunction, specific performance or other relief. Nothing herein contained shall be construed to prohibit a party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

6. Independent Contractor. The parties enter into this Agreement as independent contractors and nothing within this Agreement or any SOW shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties. All Quadrant employees who are assigned to perform services at any Client owned or leased facility shall be considered to be an employee of Quadrant only and will not be considered an agent or employee of Client for any purpose. Quadrant shall be solely responsible for payment of all compensation owed to its employees including all applicable federal, state, and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Quadrant employee be eligible or entitled to any employee benefits provided by Client to its employees.
7. Non-Solicitation. Client agrees that it and its affiliates, and their employees, will not, either during or for a period of twelve (12) months after termination or expiration of the last SOW in effect under this Agreement, solicit to hire as an employee or contractor any of Quadrant's employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees. If Client or one of its affiliates hires any employee(s) of Quadrant prior to expiration of the twelve (12) month period, as an employee or contractor, Client agrees to pay to Quadrant, within thirty (30) days of the hiring date, an amount equal to the person's annual compensation (including bonuses) at Quadrant at the time of his or her departure from Quadrant.
8. Ownership of Deliverables. The parties agree that, except as specifically provided herein or the applicable SOW, all Deliverables are the property of Client. Deliverables shall be strictly limited to those items identified as Deliverables in the applicable SOW. Notwithstanding the foregoing, the parties agree that any know-how, processes, techniques, concepts, methodologies, tools, ideas, designs, inventions, patents, copyrights, improvements, processes, computer programs, software, source code, object code, graphics, intellectual property, information and/or pictorial representations that (i) Quadrant developed prior to entering into the SOW with Client; (ii) is or are developed separate and apart from the SOW and Services at any time by Quadrant, or (iii) led to or produced the results of the Services or that were otherwise used by Quadrant to provide the Services or (iv) are not specifically identified as Deliverables in the applicable SOW (collectively, "Quadrant Intellectual Property") shall not be considered work for hire and shall remain the exclusive property of Quadrant. In the event Quadrant Intellectual Property is incorporated into any Deliverables, Quadrant grants Client an irrevocable, nonexclusive, royalty-free, limited license for Client to use Quadrant Intellectual Property to the extent necessary to use such Deliverable for its internal purposes only.
9. Indemnification. Except to the extent caused by the acts, errors, or omissions of the indemnified party, each party shall indemnify, defend, and hold harmless the other party and its affiliates and their respective members, managers, officers, directors, employees, and agents from and against third party claims made against the indemnified party for death, bodily injury or physical damage to or loss or destruction of any real or tangible personal property to the extent caused by the indemnifying party's gross negligence or willful misconduct.
10. Governing Law; Arbitration; Submission to Jurisdiction.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to principles of conflict of law thereof.

(b) Any controversy or claim arising out of or relating to the Agreement or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (as modified below), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The following procedures shall apply to any arbitration:

(i) The arbitration will be conducted by a single arbitrator with industry-specific experience to be mutually agreed upon by the parties or, if not agreed, the arbitration will be conducted by a panel of three arbitrators, with each party selecting one arbitrator and the selected arbitrators selecting the third arbitrator;

(ii) the arbitration shall be conducted in Jacksonville, Florida;

(iii) the parties shall have the right to conduct discovery pursuant to the Federal Rules of Civil Procedure;

(iv) the award shall be in writing with reasons;

(v) the substantially prevailing party shall be awarded its attorneys fees, costs and expenses; and

(vi) either party may resort to court action to obtain equitable or injunctive relief or to include the other party in a third party action for which indemnification is provided under this Agreement.

(c) Each party waives, to the fullest extent permitted by law, (i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court located in Jacksonville, Florida; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

11. Limitation of Liability. In no event will either party or its affiliates or suppliers, or any of their respective officers, directors, employees, or agents, be liable to the other party or its affiliates, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, loss of use or loss or corruption of data, for equipment or systems outages or downtime, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential or similar damages, arising out of or in connection with this Agreement or any SOW or otherwise, even if advised of the possibility of such damages. In no event will Quadrant's, their supplier's, or their respective members', managers', officers', directors', employees' or agents' aggregate liability for all claims arising out of or in connection

with the Services, Deliverables, this Agreement, the SOWs, or otherwise exceed the lesser of one times the aggregate amounts paid or payable to Quadrant for the services pursuant to the applicable SOW giving rise to the claim; or, if the SOW giving rise to the claim is a multiyear agreement, one year's fees actually paid by Client to Quadrant under the applicable SOW. No action regarding the Services or Deliverables, other than with respect to payments hereunder, may be brought more than one (1) year after the first to occur of either (a) the conclusion of Services and delivery of any Deliverables under the applicable SOW, or (b) the claimant party's knowledge of the event giving rise to such cause of action.

12. Exclusive Remedy. The parties' sole and exclusive remedy for any breach of this Agreement, any misrepresentation or any other claim or cause of action arising out of or relating to this Agreement shall be limited to claims for monetary damages, but only to the extent permitted under Section 10, arising from the breach of the terms set forth herein and that no party shall have a separate cause of action under tort, statute, theory of "rescission" or otherwise; provided, however, that the foregoing limitation shall not apply to a party's right to request equitable relief for a breach of a party's obligations with respect to Section 5 and Section 7 of this Agreement.

13. Notices. Any and all notices and other communications required or permitted to be given hereunder shall be made in writing and effective upon receipt. Such notices shall be personally delivered, sent by registered or certified mail, by a nationally recognized overnight delivery service, or sent by facsimile or electronic mail with confirmation, addressed as follows, unless such address is changed by written notice hereunder:

If to Quadrant: Quadrant Information Security
 4651 Salisbury Road, Suite 315
 Jacksonville, FL 32256

If to Client: Address set forth on signature page to this Agreement

14. GDPR-Specific Mandates.

(a) Role of Quadrant in Processing Personal Data. Except as otherwise expressly stated, Client is the Controller and Quadrant is the Processor of the Personal Data processed under this Agreement.

(b) Definitions.

(i) "Controller," "Processor," and "Data Subject" shall have the meaning ascribed to them under Privacy Laws.

(ii) "Personal Data" means any information relating to an identified or identifiable natural person which is processed by Quadrant, acting as a processor on behalf of the Client, in connection with the provision of the Sindemervices and which is subject to Privacy Laws.

(iii) "Privacy Laws" means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, or regulations (and any amendments or successors thereto) to which a party to this Agreement is subject and which are applicable to the Services including, without limitation, the General Data Protection Regulation.

(c) Compliance with Laws. The parties agree to comply with their respective obligations under Privacy Laws. Client warrants and represents (on its behalf and on behalf of its Affiliates) that it has obtained all necessary authorizations and consents required for compliance with Privacy Laws prior to disclosing, transferring, or otherwise making available any Personal Data to Quadrant and that it has provided appropriate notifications to data subjects describing the purpose for which their personal data will be used.

(d) Quadrant's Obligations. Quadrant shall process the Personal Data only in accordance with the Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Quadrant to process the Personal Data to provide the Services and comply with Quadrant's rights and obligations under the MSA. The MSA and SOW comprise Client's instructions to Quadrant regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Quadrant is not responsible for determining if Client's instructions are compliant with applicable law, however, if Quadrant is of the opinion that a Client instruction infringes applicable Privacy Laws, Quadrant shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

(e) Confidentiality. To the extent the Personal Data is confidential (pursuant to applicable law), Quadrant shall maintain the confidentiality of the Personal Data in accordance with Section 5 of this Agreement and shall require persons authorized to access the Personal Data to have committed to materially similar obligations of confidentiality.

(f) Disclosures. Quadrant may only disclose the Personal Data to third parties for the purpose of:

(i) complying with Client's reasonable and lawful instructions

(ii) as required in connection with the Services and as permitted by this Agreement

(iii) as required to comply with Privacy Laws, or an order of any court, tribunal,

regulator or government agency with competent jurisdiction to which Quadrant is subject provided that Quadrant will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably cooperate with Client to limit the scope of such disclosure to what is legally required.

(g) Assisting with Data Subject Rights. Quadrant shall, as required in connection with the Services and to the extent reasonably practicable, assist Client to respond to requests from data subjects exercising their rights under Privacy Laws (including without limitation the right of access, rectification and/or erasure) in respect of the Personal Data. Quadrant reserves the right to charge Client for such assistance if the cost of assisting exceeds a nominal amount. Quadrant shall notify Client as soon as practicable of any request Quadrant receives from data subjects relating to the exercise of their rights under applicable Privacy Laws during the term of this Agreement (to the extent such request relates to the Personal Data).

(h) Security. Taking into account industry standards, the costs of implementation, the nature, scope, context and purposes of the processing and any other relevant circumstances relating to the processing of the Personal Data, Quadrant shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk in respect of any Personal Data in accordance with its policies.

(i) Deletion of Personal Data. Upon termination of the Services (for any reason) and if requested by Client in writing, Quadrant shall as soon as reasonably practicable delete the Personal Data, provided that Quadrant reserves the right to defer the deletion of the Personal Data to the extent and for the duration that any Personal Data or copies thereof cannot reasonably and practically be expunged from Quadrant's systems; and for such retention or deferral periods, the provisions of this Agreement shall continue to apply to such Personal Data.

(j) Liability and Costs. Quadrant shall not be liable for any claim brought by Client or any third party arising from any action or omission by Quadrant to the extent such action or omission resulted from compliance with Client's instructions.

15. Entire Agreement; Modifications. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior communications and writings with respect to such subject matter. No amendment, modification, renewal, extension, or waiver of this Agreement shall be binding upon either Quadrant or Client unless reduced to writing and duly executed by the parties.
16. Waiver. The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
17. Compliance with Laws. Each party will comply with all applicable federal, state and local laws and government regulations applicable to their respective obligations under and performance of this Agreement and each SOW hereunder.
18. Non-Discrimination. Federal and other laws prohibit employment discrimination or harassment based on specific protected characteristics, which most commonly include race, color, religion, sex, age, national origin, disability, veteran status, genetic or family medical history, but also include any other characteristic protected by law such as marital status, sexual orientation, gender

identity, or gender expression. Neither party will unlawfully discriminate against employees or applicants on the basis of protected characteristics.

19. Advertising and Publicity. Neither party shall use the name, logo or trademark of the other in any form of publicity or promotional or advertising material, or in any communications with the media without the other's prior written consent to the specific contemplated use. Either party may terminate the Agreement and seek injunctive relief immediately if the other party violates this provision.
20. Assignment. Except as otherwise set forth in this Agreement, neither party may assign this Agreement or any SOW without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement and each SOW hereunder without consent of the other party: (i) to any parent, subsidiary or other affiliate of such party; (ii) to any successor entity in connection with a merger, consolidation or other reorganization of such party, or (iii) to any purchaser of all or substantially all of such party's assets or equity interests. The assigning party shall provide notice to the other party upon any assignment permitted under this Section 22.
21. Counterparts. This Agreement and any SOW may be executed in any number of counterparts, each of which shall be deemed an original all of which together will constitute one of the same agreement. Counterparts may be executed and/or delivered via facsimile, email (including PDF) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (*e.g.*, www.docusign.com) or other transmission method, and any counterpart so executed and/or delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. Either party may maintain a copy of any SOW in electronic form.

[Signature page follows.]

WITNESS the following signatures, made as of the dates set forth and effective as of the date first set forth above.

QUADRANT SECURITY, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Client: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

