

# Master Services Agreement

## 1. Parties Involved

This Master Services Agreement (the "MSA", "Agreement") is entered into by and between Marlin Computer Consulting, LLC (DBA "MCC"), a Washington state corporation with its principal location at 3220 116th St SE, Everett, WA, 98208, and the Customer (or "Client") listed on the Statement of Work ("SOW").

## 2. Statement of Work

MCC shall provide services as set forth in one or more SOW executed by the Parties. Each SOW shall describe the details of the specific service, deliverables, timelines, fees, and other relevant terms and conditions specific to that particular service, project, or engagement. Any service, system, support, or task not included and detailed in a SOW is excluded. Unless specifically included in a SOW examples of expressly excluded items include:

1. Installation, configuration, and/or support for personally owned equipment
2. Home or cellular network issues
3. Equipment and software that are no longer supported by the original manufacturer
4. Third-party equipment or software
5. Training, other than standard system use for systems installed and/or managed by MCC
6. Electrical or data cable installation, testing, and certification
7. Hardware, software, tool, or equipment purchase or installation
8. Third-party Time/Labor or other Work

## 3. Integration

A Service Agreement or SOW that is signed by both parties and which refers explicitly to this Agreement will be deemed an integrated part of this Agreement. Future amendments of an integrated SOW will similarly be deemed an integrated part of this Agreement.

## 4. Conflict of Terms

If there is a conflict between the terms of this Agreement and any SOW, the SOW will control. Any dispute between the Parties over discrepancies between the terms of this Agreement and any SOW shall be resolved per Section 19, "DISPUTE RESOLUTION".

## 5. Changes to Statements of Work

1. **Proposing Changes.** Either party may propose changes to the SOW, Fees, or schedule of a SOW by giving written notice to the other party.
2. **Finalizing Changes.** If the parties agree to change the SOW, Fees, or schedule of a SOW, the parties shall cooperate to execute a written amendment to the relevant SOW detailing the changes.

## 6. Additional Statements of Service

1. **Request Additional Works.** The Client may request additional services by written notice to MCC reasonably detailing the requested services.
2. **Assess the Request.** Promptly after receiving a request for additional services from the Client, MCC shall
  - i. assess the request to determine if there are circumstances preventing it from providing the services, and
  - ii. if there are no circumstances preventing it from providing the requested services, provide the Client with estimated Fees and timeline for the requested services.
3. **Execute New Statement of Work.** If after receiving MCC's estimates the Client still wants the requested services, the parties shall execute a new SOW detailing as appropriate the service, work, task, deliverables, timelines, fees, and other relevant terms and conditions.

## 7. Helpdesk SLA

1. Helpdesk will receive messages 24/7 and perform under this Service Level Agreement ("SLA"):
  - a. To be bound by this SLA, messages must
    - i. be delivered to the helpdesk via user portal or email to support@marlincomp.com, and
    - ii. receive confirmation of receipt by the helpdesk.
  - b. Messages will be prioritized based on presumed, estimated, or defined business function impact with escalated priority at the Client's request
  - c. A confirmation of receipt of the request shall be sent immediately.
  - d. MCC will begin work on the request within 12 business hours, barring weekends, holidays, or scheduled vacation, and notify the requestor that work has begun.
  - e. MCC will provide updates of progress, request additional information or resolve the request within 6 business hours of starting work on the submitted request.
  - f. Either party may request to schedule a remote support session or meeting to work

- on a submitted request.
- g. Tickets awaiting response from the Client, whether providing updates/resolution, requesting additional information, or other status will be automatically closed with reminder if no response is received after 3 business days.
  - h. A closed ticket can be re-opened by either Party for continued work.
  - i. MCC shall provide notice and get approval from the Client for any costs that may be incurred in the process of resolving a support request, such as time/labor/effort, equipment, contracting, and software/licensing. These costs will be invoiced collectively once per month with details describing the request and resolution.
  - j. Standard reports of service shall be provided upon request:
    - i. Frequent requestors and details of requests
    - ii. Service benchmarks (time to respond, time to resolve)
    - iii. Total number of requests within a timeframe
    - iv. Source of request (email, user portal, phone, SMS, other)
  - k. Requests submitted in any manner other than as provided in Section 4.1.a of this Agreement will not be bound by this SLA and may incur a monthly processing fee of \$25 for out-of-band servicing.
  - l. Individual user access to the helpdesk may be revoked if abused, at the discretion of MCC and communicated in writing via email to the Client

## 8. Compensation

The Client shall pay to MCC compensation for each SOW according to the fee schedules listed in the applicable SOW (the "Compensation").

### 8.1 Invoice Delivery

MCC shall invoice the Client monthly for services provided within this Agreement and any applicable SOWs. Services provided outside of this Agreement and services not included in a current SOW will be invoiced separately unless a combined invoice is requested by the Client. Invoices will be provided electronically via email to a designated person or persons selected by the Client.

### 8.2 Payment

The Client shall pay each invoice to MCC

1. within 30 Calendar Days after receiving each invoice;
2. in funds immediately available for use by MCC, and either
  - a. as paper payment (check, money order, or cash) delivered to the address MCC provides on the invoice,
  - b. via electronic online payment options if provided on the invoice, or
  - c. via electronic automatic check ("ACH"), available upon request; and

3. in a manner that funds are received by MCC on or before the due date. Payment is not complete until funds are received, regardless of the check date, postmark date, or other time indicators associated with the payment, except for instances of extenuating circumstances. MCC may offer a "preferred payment method" discount for ACH payments

## 8.3 Accounting

MCC shall

1. maintain records of its Services to the Client, and
2. make these records available to the Client on request.

## 8.4 Invoice Procedure and Requirements

When invoicing the Client, MCC shall

1. provide details on each invoice, including
  - i. an invoice number and invoice date,
  - ii. the total amount due,
  - iii. the address the payment should be made to, and
  - iv. a description that indicates the specific services or SOWs the invoice is for, and
2. send each invoice electronically (via email) to the recipient(s) the Client selects as authorized recipients of the invoice(s).

In addition to electronic invoicing, a "customer portal" may available at no cost to the Client and used as a secondary method of invoice delivery and documentation for up to 3 people selected by the Client. The "customer portal" may include features and abilities to view or print invoices or receipts and to submit online/electronic payments.

## 9. Taxes

Each party shall pay the Taxes arising from the party's performance of its obligations and from compensation paid to the party.

## 10. Late Payments

### 10.1 Right to Suspend

If the Client fails to make complete payment when due 4 times over any 12-month period due to factors within their control, MCC may suspend any and all SOW(s) until the Client pays all outstanding invoices and fees plus a reinstatement fee. The reinstatement fee shall be equal to the hourly rate of \$200 multiplied by the number of hours required to suspend and reinstate service. MCC reserves the right to reduce or waive this reinstatement fee in cases of extenuating circumstances as described in Section 9.2 "FEES ON LATE PAYMENTS".

The Client has a right to dispute reinstatement fees if

1. the Client believes that MCC is at fault for the tardiness of payments, such as if MCC
  - a. fails to adequately provide the Client with invoice at minimum of 3 business days (or 30 calendar days for NET30 accounts) before to the due date
  - b. fails to promptly receive and process payment
2. the suspension of SOW is caused by unanticipated factors outside of the Client's control, such as extenuating circumstances as defined in section 9.2

## 10.2 Fees on Late Payments

MCC may extend a grace period of up to 30 calendar days from the original due date before assigning late fees in cases of extenuating circumstances, such as

1. a cyber attack or recovery affecting the Client's normal business operations,
2. natural disasters,
3. delays in mail delivery beyond the control of the Parties, such as weather-related delays, strikes, and postal service processing issues,
4. a payment processing system or global internet outage, or
5. an act of financial institution or government

In all other circumstances, late fees may only be waived at the sole discretion of MCC, and any waiver will be documented in writing by an authorized representative of MCC and retained in MCC's accounting system.

## 10.3 Late Fee Schedule

Any past due amount will accrue late fees from the due date until payment is received in full, according to these rates and conditions. If a payment is:

1. Less than 15 days late, the late payment fee will be 3.5% of the remaining balance
2. Between 15 and 30 days late, the late payment fee will be 5.5% of the remaining balance
3. Between 31 and 60 days late, the late payment fee will be 9.0% of the remaining balance
4. Between 61 and 90 days late, the late payment fee will be 12.5% of the remaining balance
5. Day 91 and every additional 30 days following, the late payment fee will increase by 5% of the remaining balance, to the maximum amount permitted under applicable law in the State of Washington. The late fee on day 91 is 17.5%, on day 121 is 22.5%, and the late fee rate shall continue in this manner until payment is made in full.

If the Client refuses to pay any late fee as outlined in this section of this Agreement, or disputes a late fee for reasons other than a calculation error or extenuating circumstance as detailed in Section 11.2 "FEES ON LATE PAYMENTS". MCC reserves the right to convert the late fee into a finance or funding charge, to be applied as a separate line item to the Client's next invoice.

## 11. Term

This agreement begins on the Effective Date and will continue for five years (the "Initial Term"), and will automatically renew annually at the end of the Term duration until terminated as detailed in "TERMINATION". The Effective Date is the earliest date any SOW is signed by both Parties unless otherwise specified. The Current Term is the period of time in which this Agreement or any SOW is active, such that the Initial Term and Current Term are the same for the first five years, and upon renewal, the Current Term then refers to the one year period beginning on the renewal date (the "Renewal Term").

## 12. No Warranty

### 12.1 "As-Is"

Unless otherwise listed in this agreement, the SOW are provided "as is," with all faults, defects, bugs, and errors. This Agreement constitutes the whole of the services, such that there is no implication of other additional services or suitability for a particular purpose unless explicitly stated or defined in this Agreement or an applicable SOW.

### 12.2 No Warranty

Unless otherwise listed in this agreement,

1. MCC does not make any warranty regarding the SOW, which includes that
2. *MCC disclaims to the fullest extent authorized by Law any and all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose.*

## 13. Subcontractors

### 13.1 Subcontracting Permitted

MCC may subcontract, either wholly or partially, any Work under this agreement to its Affiliates or any other third party.

### 13.2 MCC Remains Responsible

MCC will

1. be deemed to have performed any Work actually performed by a subcontractor, and
2. remain responsible and liable for any Work performed by a subcontractor as if MCC had provided the Work itself.

## 14. MCC's Use of Data

### 14.1 Purpose

MCC will use the Client's Data only in furtherance of this agreement and in providing the SOW.

### 14.2 Standard of Care

MCC shall exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect the Client's Data from misuse and unauthorized access or disclosure.

Data and Confidential Information may be stored at off-site and remote locations, to include MCC facilities and third-party facilities (such as datacenters and private or shared cloud spaces). Data stored outside of the Client's direct and immediate control shall be protected and safeguarded to current industry standards, such as encrypted in transit and at rest. Data may be stored in such a manner until the termination of this Agreement or any applicable SOW, at which point original data will be returned to the Client and copies will be destroyed in a manner that makes the data copies unusable and unrecoverable.

### 14.3 Safeguards Around Data

MCC shall use appropriate safeguards to protect the Client's Data from misuse and unauthorized access or disclosure, including

1. maintaining adequate physical controls and password protections for any server or system owned by MCC on which the Client's Data is stored,
2. ensuring the Client's Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and
3. taking any other measures reasonably necessary to prevent any use or disclosure of the Client's Data other than as allowed under this agreement.

### 14.4 Permitted Disclosure

MCC may disclose the Client's Data only

1. to the extent necessary, and
2. to its officers, directors, employees, consultants, and representatives on a need-to-know basis.

### 14.5 Required Disclosure

If MCC is compelled by Law to disclose any of the Client's Data, MCC shall notify the Client as soon as reasonably practicable when disclosing the compelled Data.

## 14.6 Unauthorized Disclosure

1. **Report.** Within five (5) Business Days' of MCC becoming aware of any unauthorized use or disclosure of the Client's Data, MCC shall promptly report that unauthorized use or disclosure to the Client.
2. **Cooperation and Mitigation.** MCC shall cooperate with any remediation that the Client, in its discretion, determines is necessary to
  - i. address any applicable reporting requirements, and
  - ii. mitigate any effects of such unauthorized use or disclosure of the Client's Data.

## 14.7 Agents and Subcontractors

MCC shall ensure that any employees, agents, and representatives, including subcontractors, to whom it provides the Client's Data agree to the same restrictions and conditions listed in this agreement.

## 14.8 No Modification of Data

MCC shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of the Client's Data excepting as required to perform the duties of any SOW. Any copies, modifications, or derivative works produced from the Client's data will remain property of the Client.

# 15. Termination

## 15.1 Termination of Agreement or SOW on Notice

Either party may terminate this agreement if all SOWs are terminated under this section. Either party may terminate any SOW without penalty

1. by providing notice to the other party between thirty (30) and ninety (90) calendar days before the end of the Agreement Term,
2. if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations specifically related to that SOW or the relevant service provided, if the failure, inaccuracy or breach continues for a period of 60 calendar days after the injured party delivers notice to the breaching party reasonably detailing the failure,
3. preemptively, in such a case that MCC notifies the Client that MCC will no longer be able to perform the obligation outlined in the SOW
4. if a dispute arises such that arbitration is unable to provide a suitable remedy

Termination of any SOW will not automatically terminate or reduce any other SOW. Any discount provided for "bundling" of multiple SOWs may be lost and the rate for each continuing SOW will return to the then-current rate unless the continued SOWs remain eligible for the "bundle" discount.



## 15.2 Termination of Agreement or SOW for Material Breach

Each party may terminate this Agreement with immediate effect by delivering notice of the termination to the other party, if

1. the other party materially breaches its obligations, covenants, or representations in this Agreement,
2. the breach is serious enough to materially harm or otherwise reduce the value of this entire agreement, not just any particular SOW, and the breach continues for a period of 60 calendar days after the injured party delivers notice to the breaching party reasonably detailing the breach, or
3. attempts at mediation and arbitration to resolve a dispute are unable to provide a suitable remedy.

## 15.3 Termination for Insolvency

If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

## 15.4 Termination for Failure to Pay

MCC may terminate this agreement for cause and with immediate effect by delivering notice of the termination to the Client, if the Client fails to pay Compensation on time four (4) times over any 12 month period for any service rendered or SOW, whether recurring or single-time service, in- or out-of-scope of this Agreement. Compensation is required to be received ("in hand") on or before the due date indicated on MCC's invoices, irrespective of the signed date of a check, postmark dates, and other date/time indicators relating to the invoice or payment excepting as provided in Section 9 "LATE PAYMENTS".

## 15.5 Unilateral Early Termination

MCC reserves the exclusive right to unilaterally terminate any SOW and/or this Agreement before the end of its Term, without penalty, and refunding any paid but un-earned compensation, if MCC determines that

1. it is unable to satisfactorily complete or perform the SOW as outlined
2. a continued positive or professional working relationship is no longer possible with the Client due to any situation that constitutes a hostile working environment, or incidents of harassment, if MCC provides notice of the situation in writing and the Client does not promptly take proper steps to resolve, eliminate and prevent further similar instances
3. if MCC identifies that the Client is engaged in any activity deemed to be unlawful or in any activity harmful to persons, property, or the environment

The Client reserves the right to unilaterally terminate any SOW and/or this Agreement before the

end of its Term, without penalty and without termination fee, if the Client determines that MCC is engaged in any activity, deemed to be unlawful by any Court of Law with appropriate jurisdiction and authority.

## 15.6 Return of Property

On termination or expiration of this agreement, or on the other party's request, each party shall

1. return to the other party, at their own expense, all originals of the information, documents, equipment, files, and other property, including tangible and Intellectual Property, it received from the other party,
2. destroy all copies of the other party's of the information, documents, equipment, files, and other property, including Intellectual Property, it made, and
3. on the other party's request, certify to the other party in writing that it destroyed all these copies.

## 16. Effect of Termination

### 16.1 Termination of Obligations

Subject to section 16.2, titled "PAYMENT OBLIGATIONS", on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease on the last day of the calendar month of termination.

### 16.2 Payment Obligations

Even after termination or expiration of this agreement, each party shall

1. pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, expenses already incurred, and fees already accrued.
2. refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered.

If termination of this Agreement is initiated in the Initial Term for any reason other than material breach by MCC, a MSA termination fee of \$2500 will be assessed to the Client. Termination of each SOW will follow the same process as prescribed in this section excepting the termination fee for each SOW shall be \$1500 unless otherwise defined in the respective SOW. The termination fee(s) shall be subject to late fees as provided in Section 9, titled "LATE FEES".

### 16.3 No Further Liability

On termination or expiration of this Agreement, neither party will be liable to the other party,

except for liability

1. that arose before the termination or expiration of this Agreement, or
2. arising after the termination or expiration of this Agreement and in connection with sections "TAXES", "TERMINATION", or "EFFECT OF TERMINATION".

## 16.4 Termination Assistance Services

Unless MCC terminates this Agreement or a SOW for the Client's Material Breach or Failure to Pay, MCC shall cooperate with the Client to design and provide termination assistance services to the Client for a period not to exceed forty-five (45) calendar days following termination of the Agreement or the particular SOW, on terms that are fair and commercially reasonable and generally commensurate and consistent with leading industry practices concerning the provision of transition assistance and cooperation services for services similar to the SOW. These terms may include

1. a flat fee of up to \$2500 per service to professionally transfer, transition, or terminate services, and
2. time and labor costs at \$250 per hours with a minimum 2-hour charge for each non-continuous instance of Termination Assistance provided by MCC.

## 16.5 Transition of Services

On termination of this agreement for any reason other than Material Breach or Failure to Pay, MCC shall

1. cooperate with the Client and the the Client's replacement service provider to provide for an orderly transition of the service or SOW,
2. at the Client's request, deliver over to the Client documentation reasonably necessary to transition the SOW, but in no case will MCC be required to disclose any of its Confidential Information or Intellectual Property under this paragraph, and
3. charge fees and hourly labor costs that are no more than would be considered commercially reasonable and generally commensurate and consistent with leading industry practice.

## 17. Limitation on Liability

### 17.1 MCC Liability

MCC will not be liable for breach-of-contract damages suffered by the Client that are remote or speculative, or that MCC could not reasonably have foreseen on entry into this agreement.

### 17.2 Maximum Liability

MCC's liability under this agreement will not exceed the lesser of 3-months value of service (as determined by the average of the 3 most recent invoices under this Agreement) or \$ 5,000.00.

### 17.3 Excluded Claims

MCC will not be liable for losses due to any claims arising out this agreement and relating to incidents originating from unmanaged services, such as email or third-party services, or incidents directly attributable to an employee or authorized representative of the Client.

## 18. Definitions

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in New York, New York are not open for business.

"Compensation" is defined in section "COMPENSATION".

"Confidential Information" is defined as any information or data presumed or expected to be considered private, such that the disclosing Party expects that this information or data not be released to the public or third party except as required to perform obligations under any SOW.

"Current Term" is defined in section "TERM".

"Effective Date" is defined in section "TERM".

"Equipment" means, for either party, the computer and telecommunications equipment owned by either party and used in connection with providing and/or receiving the service provided in any SOW.

"Governmental Authority" means

1. any federal, state, local, or foreign government, and any political subdivision of any of them,
2. any agency or instrumentality of any such government or political subdivision,
3. any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and
4. any arbitrator, court or tribunal of competent jurisdiction.

"Initial Term" is defined in section "TERM".

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

1. trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
2. copyrights, including all applications and registrations related to the foregoing,
3. trade secrets and confidential know-how,

4. patents and patent applications,
5. websites and internet domain name registrations, and
6. other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

1. any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
2. any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Person" includes

1. any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and
2. any individual.

"Renewal Term" is defined in section "TERM".

"Representative" means, for any Person, that Person's directors, officers, shareholders, owners, partners, employees, agents, professional advisors and any other authorized person.

"Services" is defined as access to or use of any system, software, solution, policy, procedure, hardware, or equipment to include Internet connectivity, network equipment, telecom voice or fax, backup and maintenance solutions, whether managed by the Client or MCC.

"Statements of Work" is defined as time, effort, labor, equipment, systems, software or tools provided to the Client in exchange for compensation.

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

## 19. Force Majeure

A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is

1. beyond the reasonable control of a party,
2. materially affects the performance of any of its obligations under this agreement, and
3. could not reasonably have been foreseen or provided against, but
4. will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

## 20. Dispute Resolution

### 20.1 Negotiation

Any dispute or disagreement about this Agreement or Services provided for within will be addressed starting with negotiation between the involved Parties. The injured Party shall deliver notice to the other Party in writing. The notified Party shall respond within 10 business days. Negotiations will continue for a minimum of three meetings or 15 days unless a suitable resolution is agreed upon by both Parties sooner. Negotiations shall be performed digitally via electronic correspondence and/or virtual meetings.

### 20.2 Mediation

If, after three negotiation meetings or 15 days, the Parties have not agreed on a suitable solution, the injured Party may initiate Mediation proceedings by notifying the other Party. Mediation will continue for a minimum of three meetings or 15 days unless a suitable resolution is agreed to by both Parties sooner. Mediation shall take place within 25 miles of Seattle, WA or by way of virtual conference. Each Party will be responsible for their own costs for Mediation, except for a shared responsibility for the Mediation service itself.

### 20.3 Arbitration

If, after three Mediation meetings or 15 days, the Parties have not agreed on a suitable solution, the injured Party may initiate Arbitration proceedings by notifying the other Party. Arbitration proceedings will proceed in the State of Washington and within 25 miles of Seattle, WA, in accordance with the rules of the American Arbitration Association then in effect, by 2 arbitrators. Each Party will be responsible for their own costs for Arbitration, except for a shared responsibility for the Arbitration service itself.

### 20.4 Judgment

Judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator will not have the power to award any punitive or consequential damages.

## 21. Relationship of the Parties

### 21.1 No Relationship

Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

### 21.2 No Authority

Neither party will have the authority to, and will not, act as agent for, or on behalf of, the other party or represent or bind the other party in any manner unless expressly permitted.

## 22. Assignment

The Client may not assign this agreement or any of its rights or obligations under this agreement without MCC's prior written consent. MCC may assign this agreement or any of its rights and obligations under this agreement, effective upon Notice to the Client,

1. to any subsidiary or affiliate, or
2. in connection with any sale, transfer, or other disposition of all or substantially all of its business or assets but only if the assignee assumes all of MCC's obligations.

## 23. Governing Law

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Washington, without regard to its conflict of laws rules.

## 24. Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

## 25. Attorney Fees

If either party brings an Action to enforce their rights under this agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the Action and any appeal from the losing party.

## 26. Acknowledgement of Terms

Each party acknowledges that they

1. have read this agreement,
2. understand the terms of this agreement,
3. have had the opportunity to consult with independent legal counsel in connection with this agreement,
4. are an authorized representative with authority to commit their respective Party to this Agreement,
5. agree to be bound by this Agreement as evidenced by signing any SOW or using any system or service managed or supported by MCC