

Software Platform Service Agreement

This Service Agreement (the “**Agreement**”) is, effective as of _____, 202__ (the “**Effective Date**”), entered into by and between LT Ninja LLC, a Florida limited liability company (the “**Provider**”) and _____ (the “**Client**”) (Provider and Client are collectively referred to herein as the “**parties**”) This Agreement defines the nature and scope of the services to be provided (the “**Services**”) by the Provider. This Agreement sets forth the expectations and obligations between the Provider and the Client as it relates to the Services. This Agreement covers the following Services offered by the Provider: ConnectWise RMM, ConnectWise Automate Management, Nable N Central, Syncro, NinjaOne, and Datto RMM (each a “**Software Platform**”). Provider has provided pricing information to the Client based on the specific Software Platform and Services required by the Client.

1. Objectives.

- Reasonable and prudent measures shall be taken to minimize interruption to Client’s clients, customers, end users and employees in the delivery of Provider’s Services.
- Client’s Software Platform server and implemented plugins shall be in production and performing within usual and expected limits for the Software Platform environment with similar hardware, software, and virtual resources allocated to it and a similar number of agents deployed against it.
- Client’s Software Platform server shall be issuing alerts and creating tickets at a volume consistent with Client’s desired service level and operational requirements.
- Client’s environment shall periodically be updated and improved by the Provider to implement and improve custom automations in the Client’s environment which improve Client’s operational efficiency and helpdesk / technician utilization.
- Provider shall periodically review the Client’s Software Platform environment to ensure the proper functioning of the Client’s Software Platform environment, to include the resolution of such problems that may impair that functioning.
- Provider shall work with Client in a collaborative fashion to continue to improve and align their Software Platform environment with their current business needs and objectives.
- Provider shall periodically communicate with the Client to: (i) inform the Client of changes implemented or upcoming in their Software Platform environment; (ii) evaluate the fit and fitness of the Client’s Software Platform environment to enable or contribute to the Client’s current business objectives as they relate to Software Platform; (iii) determine future changes to be implemented in the Client’s environment; and (iv) assess the Client’s satisfaction of the Provider’s Services.
- At the Client’s request, Provider shall provide documentation, instruction, and/or demonstration of Software Platform capabilities or functions to the Client for the purposes of training and/or education of Client’s senior technicians and administrators.

Client and Provider shall schedule such additional training based on the availability of the Provider.

2. Scope of Services. The scope of the Services to be provided under this Agreement include:

- Reconfiguration, optimization, and maintenance of the operating system that is hosting the Client's Software Platform remote management and monitoring platform, if such access to perform such tasks is normally available to the Client (i.e., it is not in a hosted environment);
- Reconfiguration, optimization, and maintenance of the MySQL database server (or functional equivalent) that is hosting the Client's Software Platform data, if such access to perform such tasks is normally available to the Client (i.e., it is not in a hosted environment);
- Reconfiguration, optimization, and maintenance of the Software Platform server software itself, specifically those items that are accessible via a Control Center's System Dashboard for the applicable Software Platform;
- Reconfiguration, optimization, and maintenance of the Software Platform plugins that are actively used by the Client, assuming that documentation and support for such plugin(s) are available;
- Reconfiguration, optimization, and maintenance of those components and features that are intrinsic to the base Software Platform, including but not limited to clients, locations, agents, agent templates, network probes, probe templates, internal monitors, remote monitors, alert templates, scripts, extra data fields, searches, groups, redirectors, and the like;
- Creation, testing, troubleshooting, modification and optimization of custom (not in the base Software Platform installed environment, as distributed by each licensor's Software Platform) agent templates, network probes, probe templates, internal monitors, remote monitors, alert templates, scripts, extra data fields, searches, groups, redirectors, and the like, although services performed on these items shall toll against a specific budget of "Automation Hours" that the Provider shall make available to the Client on a periodic basis, to the extent available; and
- The Provider may utilize vendor-supplied support resources, offered at no cost to the Client, for components integral to the Software Platform. This facilitates the Provider's delivery of its Services to the Client.

3. Period of Service. This Agreement shall be effective as of the date of its initial execution by Client's acceptance of the estimate generated for the first month's Service and shall continue for the period agreed upon by the parties (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for the same duration as the Initial Term until earlier terminated by either party.

4. Automation Hours (if applicable). Each month, the Provider shall budget a certain number of hours at based upon the Client's deployed Software Platform agent count and the Client's needs, which shall not exceed more than $(5 + (\text{agents}/100))$. The Provider reserves the right to provide additional services at no additional cost to the Client under this Agreement at its sole discretion.

5. Provider's Commitment to Client. Provider represents, warrants, and covenants to Client that Provider will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. Provider shall provide reasonable effort to accommodate any changes to offered Services that may be requested by the Client, and any adjustments made to the Services defined within this Agreement may result in changes to the fees and charges detailed herein. Any changes to the Agreement, including adjustments to fees, are subject to the Client and Service Provider's mutual acceptance.

Provider IS NOT a Software Licensing Provider. Nothing in this Agreement shall be construed to mean that the Provider shall be responsible for any costs for servers (physical or virtual), network infrastructure, software licensing, and the like. THESE COSTS ARE THE SOLE RESPONSIBILITY OF THE CLIENT AND SPECIFICALLY INCLUDE, BUT ARE NOT LIMITED TO, COST OF LICENSING CLIENT'S SOFTWARE PLATFORM AND ITS AGENTS OR ANY OTHER THIRD-PARTY AGENTS OR SOFTWARE.

6. Hours of Service. Services provided under this Agreement shall be based on Client's normal operating hours and business practices to minimize interruption of service to Client's clients, customers, end users, and employees. A specific schedule of services can be determined upon request on a case-by-case basis, as requested by the Client or Provider. Client acknowledges that Services provided under this Agreement are contingent upon the availability of the Provider and its representatives.

7. Client's Responsibilities to Provider. Client shall provide all access, authorization, and information to Provider as is necessary for Provider to provide Services to the Client. These requirements to provide Services include, but are not limited to:

- All necessary Access Credentials and a method to remotely access Client's Software Platform server that is EXTERNAL to the Software Platform's own remote access features, if Client normally has local or remote access to server;
- Creation of a new Software Platform user account and Access Credentials with "superadmin" rights in Client's IT environment; and
- Access Credentials for administrative accounts as may be required by plugins or other extensions.

"Access Credentials" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services. These Access Credentials shall allow Provider to access Client's systems, software,

configurations, technology infrastructure, and any other such resources as may be required by Provider to perform the tasks and accomplish the objectives and deliver the Services set forth in this Agreement. Client shall ensure that those Access Credentials remain valid for the duration of this Agreement.

Client agrees to furnish Provider with all necessary information and Access Credentials for the effective provision of Services and completion of tasks under this Agreement. In the event that the Client fails to provide required access or information for any reason, this Agreement shall be automatically amended, effective immediately, to exclude from its scope any Services or tasks dependent upon such access or information.

For the duration of this Agreement, Client shall grant Provider the access specified herein. Should such access become unavailable for any reason at any time, Provider shall not be held liable for the inability to perform Services during the period of inaccessibility. Client shall obtain and maintain any and all necessary licenses for software, IT Asset(s), or services (including cloud services) being leveraged within the Client's Software Platform environment(s).

Client shall provide Provider with a list of key contacts within Client's organization that have authorization to:

- Request, authorize and approve Services provided under this Agreement;
- Request, authorize, and approve Out-of-Scope Services as defined in this Agreement;
- Receive notification of emergency or business-interrupting service events, including those which may require Client's assets and resources to resolve; and
- Provide feedback and acceptance of Services provided under this Agreement.

Client shall establish and maintain an independent backup system for their Software Platform environment, separate from any backup facilities provided by Provider, unless otherwise explicitly agreed upon by both parties in advance. Provider shall not bear sole responsibility for the recoverability of Client's environment under any circumstances.

8. Cost of Service. Provider shall bill Client monthly based on the pricing of the Services requested in accordance with the related quote, which may be updated from time to time. Onboarding Fees equal to one month's service for new items shall be due upon each Onboarding Period (as defined below), although waived if selected term within this Agreement is six months or more.

9. Onboarding Periods. The first sixty (60) days of the Services provided to the Client under this Agreement shall be defined as the Onboarding Period. During this period, the Provider shall take measures to provide Services to the Client, including but not limited to:

- Addition of Client details to the Service Provider's Professional Services tools and remote monitoring and management tools;

- Deployment of the Service Provider's remote monitoring and management technology to the Client's Software Platform Server;
- Assessment of Client's business, needs, pain points, and Software Platform environment;
- Documentation of Client's business, needs, and Software Platform environment;
- Configuration of Service Provider's tools to meet the contractual obligations defined within this Agreement; and
- Maintenance windows, key contacts, reporting requirements, and communication requirements are established between the Client and the Service Provider.

The result of this process shall be reviewed by the parties to this Agreement upon completion of the Onboarding Period. The results of this review shall guide the Provider's Services for the remainder of the Agreement, as may be mutually amended, revised, and renewed by both parties.

In the event that a significant change is made to the Client's environment, specifically the addition of a new client, location, or a large number of agents in an existing client or location, a new Onboarding Period will be triggered for those new client(s), location(s), or agent(s), and shall be subject to the same forty-five (45) day review as the initial Onboarding Period.

10. Out of Scope Services. If Provider identifies tasks or objectives beneficial to achieving the Agreement's defined Objectives but outside its current scope, Provider shall submit to Client an estimate and Statement of Work for these additional Services. If Client declines the estimate, Provider will propose a suitable alternative, if available, following the same process. If no suitable alternative exists, Provider will inform Client of this fact and the consequences of not approving the additional services. Client's approval is required before Provider undertakes any work beyond the Agreement's original scope.

11. Renewal of Agreement. This Agreement shall automatically renew upon expiration of its Initial Term, unless earlier terminated by either party. All changes and revisions made to the Agreement prior to renewal shall be automatically incorporated into the renewed Agreement. No new document shall be required to reflect these modifications, unless specifically requested by either Provider or Client at the requesting party's expense.

12. Modification of Services. The Provider reserves the right to renegotiate rates based on additions or deletions of Software Platform agents from Client's environment and may do so based upon the number of agents that are deployed and managed by the Client's environment within a seven (7) day window of the next billing date. The Provider reserves the right to modify this Agreement (or any portion thereof) with a thirty (30) day notice. Client agrees to accept these modifications for the remaining period of the Agreement, unless Client provides notification of termination of Agreement as provided elsewhere in this agreement.

13. Termination of Agreement. Either party may terminate this Agreement by providing to the other party with a fifteen (15) days' written notice. If either party terminates this

Agreement, Provider will assist Client in the orderly termination of Services, including timely transfer of Services to another designated provider. Client agrees to pay Provider for providing such assistance at a mutually agreed upon rate, and any discounted Service fees or onboarding fees provided with the term shall be prorated.

14. Suspension or Termination of Services. Provider may, directly or indirectly, and by use of a Provider disabling device or any other lawful means, suspend, terminate, or otherwise deny Client's, any authorized user's, or any other Person's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its sole discretion, that: (i) Client or any authorized user has failed to comply with any term of this Agreement, including but not limited to payment of invoices when due, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the specifications; (ii) Client or any authorized user is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement.

15. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. LIMITATION OF LIABILITY. IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF PROVIDER AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO

PROVIDER UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. DISCLAIMER OF WARRANTIES. ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED “AS IS.” PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

18. Indemnification. Client and Provider shall defend, indemnify and hold harmless each other, its respective officers, directors, employees and agents from and against any and all third-party liabilities, claims, lawsuits, losses, damages, expenses (including reasonable attorneys’ fees) and costs (hereinafter “**Claims**”) to the extent such Claims result from or arise out of the Provider’s Services and (a) the breach by either Client or Provider of any of its covenants, representations, obligations or warranties set forth in this Agreement, (b) with applicable Laws, or (c) gross negligence or intentional misconduct on the part of either Client or Provider. To the extent that such Claim arises from the concurrent conduct of Client, Provider and/or any third party, it is expressly agreed that Provider’s liability shall be limited to the cost of the Services paid by the Client to Provider. The indemnified party shall provide the indemnifying party with: (a) prompt written notice of any Claim, provided, however, that any failure by such indemnified party to notify the indemnifying party shall not relieve the indemnifying party from its obligations hereunder except to the extent the indemnifying party is actually prejudiced thereby; (b) all requested information in the indemnified party’s possession concerning any Claim; (c) reasonable cooperation and assistance in the defense and/or settlement of any Claim; and (d) authority to defend and/or settle any Claim, subject to the approval of the indemnified party, such approval not to be unreasonably withheld, conditioned or delayed. In all events, the indemnified party shall have the right to participate in the defense of any such suit or proceeding, with counsel of its own choice and at its own sole expense unless the indemnifying party has agreed in writing to pay such fees and expenses of separate counsel. The indemnifying party agrees to reimburse each indemnified party promptly for all such Claims as they are incurred by such indemnified party in connection with the investigation of, preparation for or defense as requested by the indemnifying party of any pending or threatened Claim or any action or proceeding arising therefrom. Notwithstanding the foregoing, the indemnifying party shall not be entitled to control the investigation, trial and defense of any Claim and any appeal arising therefrom and shall pay the fees and expenses of one counsel retained by the indemnified party if (i) the Claim relates to or arises in connection with any criminal proceeding, action, or indictment, (ii) the nature of the Claim

creates a conflict or otherwise makes it inadvisable for the same counsel to represent the indemnified party and the indemnifying party, (iii) the Claim seeks an injunction or equitable relief against the indemnified party or any of its affiliates or (iv) the indemnifying party has failed or is failing to prosecute or defend vigorously the Claim.

19. Ownership of Intellectual Property. Each party shall retain exclusive ownership and control of its Intellectual Property Rights (“**IPR**”) that existed before the execution of this Agreement and any intellectual property rights developed independently of this Agreement. No license or any other right, related to any IPR of either party shall be deemed granted by the other party either in executing or performing under this Agreement. “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

The results of all Services provided under this Agreement that are beyond configuration changes of the Client’s Software Platform environment, including custom monitors, scripts, and the like shall remain the intellectual property of the Provider. Notwithstanding the foregoing, Client shall have a royalty free license for so long as the Provider is providing Services to the Client. Nothing in this Agreement shall be construed to convey license or resale rights of such results to the Client, nor shall anything in this Agreement be construed to limit the Provider’s ability to provide such results to other clients of the Provider, regardless of their similarity to those Services or Service results that Provider has provided to Client.

20. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

21. Confidentiality.

a. Confidential Information. In connection with this Agreement each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing: all Provider Materials are the Confidential Information of Provider, and the

financial terms and existence of this Agreement are the Confidential Information of each of the parties.

b. Exclusions. Confidential Information does not include information that : (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

c. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for the duration of this Agreement:

i not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

ii not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section ; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section ;

iii safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

iv promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further unauthorized use or disclosure; and

v ensure its Representatives' compliance with and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section .

vi Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

d. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 22.c; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's outside legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

22. Entire Agreement. This Agreement, together with any documents referred to herein, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

23. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

24. Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

25. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. Assignment. A party may not, without the prior written consent of the other party, assign, sub-contract, license or in any way dispose of any of its rights or transfer or assign, or purport to transfer or assign, any of its obligations under this Agreement, whether by Change of Control or otherwise. "Change of Control" of a party is defined as: (a) a merger or consolidation

of the party in which the stockholders of the party immediately prior to such transaction would own, in the aggregate, less than 50% of the total combined voting power of all classes of capital stock of the surviving entity normally entitled to vote for the election of directors of the surviving entity or (b) the sale by the party of all or substantially all the party's assets in one transaction or in a series of related transactions. The rights and obligations of each party under this Agreement shall inure to the benefit of, and be binding upon, the legal representatives and permitted successors and assigns.

27. Force Majeure.

a. No Breach or Default. In no event will Provider be liable or responsible to Client, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control (a "Force Majeure Event"), including (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; and (vi) national or regional emergency; and (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

b. Affected party Obligations. In the event of any failure or delay caused by a Force Majeure Event, Provider shall give prompt written notice to Client stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

28. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Florida.

29. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Tampa and County of Hillsborough, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

30. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

31. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of [or related to] this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

32. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

33. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

34. No Third-party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[Signature Page Next]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LT Ninja, LLC

By: _____

Name: _____

Title: _____

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____