

THIS **CLIENT SERVICES AGREEMENT** (including all the General Terms, Exhibits and applicable Statements of Work, collectively, the "Agreement") is entered into as of the date last signed below (the "Effective Date") by and between Netrix, LLC d/b/a TetraVX, an Illinois Limited Liability Company, having a principal place of business at 2801 Lakeside Drive, Suite 125, Bannockburn, IL 60015 ("TetraVX") and the Client listed on the applicable Statement of Work ("Client") (with each of TetraVX and Client individually referred to herein as "a Party" or collectively "the Parties"). In consideration of the rights and obligations set forth below, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

GENERAL TERMS

1. ADMINISTRATION

1.1 Terms Applicable. TetraVX shall provide services, deliverables and third-party products to Client as set forth in an applicable statement of work or TetraVX quote (each a "Statement of Work" or "SOW"). Each SOW shall be subject to the general terms of this Agreement ("Terms"), and each SOW (including any exhibits thereto) shall be a separate and individually enforceable agreement between Client and TetraVX. These Terms include the TetraVX Subscription Services Additional Terms Exhibit available at www.TetraVX.com/Additional-Terms ("TetraVX Additional Terms") and is incorporated into the Agreement. Any updated versions of the TetraVX Additional Terms will be posted at the same location and will indicate the date of the revisions. In the event of any conflict between these general Terms, the applicable SOW, and the TetraVX Additional Terms, the order of precedence shall be the SOW, the TetraVX Additional Terms, and then the general Terms of this Agreement. IT IS VERY IMPORTANT THAT YOU READ THOSE PORTIONS OF THE TETRAVX ADDITIONAL TERMS THAT ARE APPLICABLE TO SELECTED SUBSCRIPTION SERVICES.

1.2 Services and Deliverables. Subject to these Terms and each applicable SOW, TetraVX shall perform the services ("Services") and provide deliverables ("Deliverables") described in each SOW. Services may include Subscription Services and Professional Services. TetraVX may also provide Deliverables from a third party such as equipment, licenses and support for commercial software. In the event of a delay caused by Client, TetraVX may extend its time for performance by the amount of the delay. If any delay caused by Client extends for more than 10 days, TetraVX may reschedule performance of the affected Services and delivery of affected Deliverables.

1.3 Requirements. Client and TetraVX may each designate an individual to be responsible for overseeing each project in an SOW. If designated, these individuals are authorized to make decisions on behalf of their respective Parties. Client will provide timely information, individuals, facilities, access to systems as needed for performance of the Services, and such other resources as requested by TetraVX. For any software provided by Client and managed by TetraVX, Client shall have and continuously maintain manufacturer support for updates.

2. SERVICES

2.1 Subscription Services. Subscription Services are set forth in an applicable SOW and may include without limitation: (a) Unified Communications as a Service ("UCaaS"); (b) interconnected voice-over-IP services ("VoIP") (c) Infrastructure as a Service ("IaaS"); (d) "Managed Services" including remote and/or hosted analysis and management of networks, infrastructure, equipment and applications, (e) hardware as a service ("HWaaS"), (f) Desktop-as-a-Service ("DaaS"), (g) Office-in-a-Box ("OIB"), (h) Customer Experience Management as a Service ("iCX") and (i) highspeed networking connections and services, including MPLS. TetraVX's Operation Support Center shall provide remote support for

Subscription Services 24 hours a day, 7 days a week, including holidays.

2.2 Professional Services. Unless otherwise indicated in an SOW, Professional Services and software support, if any, shall be performed during standard business hours, 8:00 am to 6:00 pm CST, Monday through Friday, excluding federal holidays. Unless otherwise set forth in an SOW, software support to Client's site will be provided remotely and will require access to Client's systems. Professional and software support Services provided outside of normal business hours will be billed at 1.5 times the hourly rates set forth in the applicable SOW, and if no hourly rates are listed, 1.5 times then-current list rates. In the event of an emergency request, TetraVX cannot guarantee Client's desired Service times, parts availability, or availability of specific TetraVX personnel.

2.3. Software. Software and documentation provided to Client are licensed to Client and its end users by TetraVX in accordance with and subject to the terms and conditions set forth in the appropriate End User License if applicable, available upon Client's request. Client is entitled to a nonexclusive, nontransferable, non-sublicensable, limited license to use certain third-party software per this Agreement. Client understands and agrees that the software, and all copies thereof, including translations, compilations, derivative works and partial copies, are and will at all times remain the property of TetraVX or its licensors.

By using the software, and in executing this Agreement, Client agrees to the terms and conditions of any applicable End User License. Upon termination or expiration of this Agreement, Client shall cease and desist all use of the software, and, in accordance with TetraVX's instructions, irretrievably delete, return and/or destroy any software provided pursuant to this Agreement installed or downloaded at Client's site or on its devices or otherwise made available to or accessible by Client, as well as any related documentation; and an authorized representative of Client must promptly certify, in writing, compliance with the foregoing requirements, at TetraVX's request.

Client shall immediately notify TetraVX if it becomes aware of any misappropriation of confidential information or infringement of IP Rights (as defined in section 4.1) as it pertains to software provided pursuant to this Agreement and/or any related documentation. TetraVX may terminate the license granted herein if Client fails to abide by the terms of this Agreement related to use of the software or the applicable End User License.

The TetraVX software may automatically (push or pull – download) and install updates from TetraVX and/ or affiliated equipment manufacturers from time to time. Updates may take the form of bug fixes, new or enhanced functionality, new software modules, and updated or new versions of the software, and are intended to improve or enhance the Service. Client agrees to allow such updates to be promptly downloaded and installed as part of its utilization of the Service.

2.4 Changes. Any Client requests for changes to Services or Deliverables under an applicable SOW shall be in writing (each a

“Change Order”), including changes to pricing or project scheduling, if any, and are subject to the approval of TetraVX. If Client requests that TetraVX perform any Services not listed on an SOW (such as fixing compatibility issues or problem analysis), such Services shall be billable at TetraVX’s then-current hourly rates, and are subject to the availability of personnel.

2.5 Activities. In addition to such Services as are described in an SOW, activities including project management, preparing recommendations and Change Orders, problem research and/or resolution not covered by TetraVX’s support, development of specifications, attending meetings, writing reports, performing activities under a project plan not listed in an SOW, status updates, project preparation, travel to and from Client’s facilities more than 50 miles from TetraVX, appointments canceled by Client with less than three (3) business days’ notice, and/or performing administrative tasks, are all billable Services hereunder.

2.6 EMERGENCY / ENHANCED 911 SERVICES. FOR UCaaS SUBSCRIPTION SERVICES AND ANY OTHER SERVICE THAT INCLUDES INTERCONNECTED VOIP, CLIENT ACKNOWLEDGES THE LIMITATIONS OF THE E911 SERVICE AS DESCRIBED IN THE TETRAVX ADDITIONAL TERMS AVAILABLE AT www.TetraVX.com/Additional-Terms (THE “E911 DISCLOSURE”). CLIENT ACKNOWLEDGES THAT (a) IT HAS REVIEWED THE E911 DISCLOSURE, (b) IT HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THE E911 DISCLOSURE, (c) IT IS AWARE THAT E911 SERVICE PROVIDED BY TETRAVX DIFFERS IN IMPORTANT WAYS FROM TRADITIONAL WIRELINE E911 SERVICE, AND (d) IT ASSUMES THE RISKS ASSOCIATED WITH THE TETRAVX E911 SERVICE LIMITATIONS.

2.7 End User Notification. Client is solely responsible for informing its end users about the emergency calling restrictions. Client’s failure to do so may result in emergency calls being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.

2.8. Maintenance and Modifications to Service. TetraVX may at any time and without liability modify, expand, improve, maintain, or repair the TetraVX network even if such activity might result in temporary suspension(s) of the operation of the Service. TetraVX will use commercially reasonable efforts to minimize any disruption to the Service to Client and shall use its best efforts to give Client commercially reasonable notice of a maintenance period prior to the disruption by telephone (real-time or voicemail), facsimile, or e-mail. Credits will not be issued with respect to such Service interruptions if TetraVX has used commercially reasonable efforts to so notify Client in accordance with this paragraph. Client authorizes TetraVX to monitor and record calls to or from Client or its affiliates or suppliers concerning the Services for Provider’s training and quality control purposes.

Client understands that call recording within the United States is governed by both Federal and State laws. All states require that at least one party on a call consents to a call being recorded, however, several states require that all parties on a call be notified that recording is actively occurring. Client agrees and understands that it is their responsibility to ensure compliance with all Federal and State laws which are applicable to their organization. Furthermore, Client agrees to defend, indemnify and hold TetraVX, its officers, directors, employees, agents, and representatives harmless from any and all liabilities, allegations, claims, losses, damages, expenses (including attorney’s fees and expenses), judgements, and causes of action arising out of, or in connection with Client’s failure to comply with any Federal or State laws.

2.9 Access Right. Client shall provide TetraVX, at no cost to TetraVX, all permissions, consents or authorizations necessary to

activate, maintain, inspect, and repair the products and/or Services and any TetraVX equipment, including (if applicable) the right to access and enter Client’s premises. Client shall provide TetraVX and/or its third-party supplier with timely access to property and equipment Client controls as reasonably required for the Services at no cost to TetraVX and/or its third-party supplier. Client will also obtain, at its expense, timely access for TetraVX and/or its third-party supplier as reasonably required for the Services to property controlled by third parties, such as a landlord. Except in an emergency, Client shall grant or obtain consent for TetraVX and/or its third-party supplier, to enter upon Client’s property and premises, as applicable, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, inspect, replace and remove Service components and the right to use ancillary equipment space within a building to connect a Client’s site to TetraVX’s provider’s network. TetraVX and Client will provide TetraVX’s provider with timely information about and access to Clients’ facilities and equipment as reasonably required to provide the Services, subject to reasonable security policies. TetraVX and Client will have the responsibility to furnish any conduit, holes, wire ways, wiring, plans, equipment, space, power/utilities and other items as TetraVX’s provider reasonably requires for the Services and to obtain any necessary licenses, permits and consents (including easements and rights-of-way). Client’s site/s must be ready for TetraVX’s provider to perform its work according to agreed upon schedules.

2.10. Safe Working Environment. Client site/s at which TetraVX’s provider installs, maintains or provides Services must be a safe working environment, free of Hazardous Materials and be reasonably suitable for the Services. “Hazardous Materials” mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. TetraVX’s provider shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3. INVOICES and PAYMENT

3.1 Invoicing and Payment. Billing contact may be changed upon written notice to the other Party’s billing contact. Recurring Subscription Services and subscription licenses are invoiced monthly in advance for the term indicated in the applicable SOW; software maintenance fees are invoiced yearly in advance; and equipment and third-party software charges are invoiced upon order. Fifty percent (50%) of all milestone-based Professional Services and non-recurring charges for Managed/Hosted Services are due prior to commencement of project (a “Deposit”). Unless otherwise set forth in an SOW, all other Professional Services are invoiced weekly as incurred. Payment of a Deposit is due within fifteen days of the invoice date (and prior to commencement of a project) and all other payments must be received by TetraVX within 30 days of the invoice date. If Client issues any purchase orders on or before Client signs the SOW, then any preprinted terms included with such purchase orders shall not apply. Client will pay all bank charges, taxes, duties, levies and other costs and commissions associated with non-credit card methods of payment. TetraVX reserves the right to require credit approval prior to providing Services to Client. Invoices are deemed accepted by Client unless written notice of disputed items (containing the reasons and disputed amount) is received by TetraVX not less than fifteen (15) business days prior to the due date; otherwise Client waives any dispute or further recourse with respect to the applicable charges. A dispute may not be based upon a claim that all or a portion of the charges for the Services were fraudulent or incurred by unauthorized users. Client remains solely responsible

for all use of service ordered by it or billed to its account pursuant hereto, for determining who is authorized to use its service, and for promptly notifying TetraVX of any unauthorized use.

TetraVX's acceptance of any partial payment shall not waive any of its rights as to the remaining balances nor constitute accord and satisfaction. Disputed amounts resolved in favor of TetraVX shall be paid with interest within ten days of resolution of the dispute. TetraVX may charge interest on all past due amounts at the lesser of (a) 1.5% per month, or (b) the greatest amount allowed by law in the applicable jurisdiction. In the event of late payment or a payment dispute not resolved within 30 days of the invoice due date, TetraVX may (i) terminate or suspend performance under any SOW; (ii) proceed for the collection of the overdue amount and be reimbursed for any related loss, cost or expense of collection including reasonable attorney fees, court costs and administrative charges; and/or (iii) reclaim or hold any unpaid Deliverables.

3.2 Incidental Expenses and Travel. Client shall reimburse TetraVX for invoiced actual travel and out-of-pocket expenses incurred.

3.3 Taxes, Fees and Shipping. All charges for the Services are exclusive of any taxes or regulatory fees (collectively, "Taxes") or shipping, insurance and handling. Shipping, handling and insurance charges shall be invoiced to Client, and Client shall pay such charges. Except for Taxes based on TetraVX's net income or for Taxes which Client provides a valid exemption certificate, Client shall be responsible for payment of all applicable Taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges or surcharges. TetraVX will give effect to any valid exemption certificate provided to the extent it applies to any Service billed by TetraVX to Client following TetraVX's receipt of such exemption certificate. Provided that TetraVX timely identifies the Taxes payable by Client, Client shall indemnify, defend and hold TetraVX harmless from payment and reporting of all such taxes and fees, including costs, expenses, and penalties incurred by TetraVX in settling, defending or appealing any claims or actions brought against TetraVX related to, or arising from, Client's non-payment of taxes or fees. Client will self-assess and pay taxes in any jurisdiction in which taxes are owed by Client but not billed and collected by TetraVX.

3.4. Fees and Surcharges. Charges for Subscription Services may be subject to:

- (a) monthly cost recovery fees – to offset costs TetraVX incurs in complying with taxes and other obligations imposed by, and inquiries made by, federal, state, and municipal regulatory bodies/governments and related legal and billing expenses or its underlying carriers;
- (b) Federal and State Universal Service Fund Fees – TetraVX is required to make contributions to the Federal and certain state Universal Service Funds (USF), which provide support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. TetraVX is permitted but not required to recover such costs from its customers. The Federal Communications Commission sets the Federal USF rates on a quarterly basis. USF rates are subject to change each quarter;
- (c) E911 fees – This fee is imposed by local governments to help pay primarily for the handling of calls for emergency services such as fire and rescue; and
- (d) any other fees – Client agrees to pay any other fees that may be levied on the Services which are chargeable to Client by any governmental authority. (Each of the foregoing a "Fee").

Such Fees are subject to change.

3.5 Regulatory and Legal Changes. TetraVX may discontinue, limit or modify any Service, or impose additional requirements to the provision of any Service, as may be reasonably required to comply with any applicable laws. If changes in applicable laws materially and adversely affect delivery of Service (including the economic viability thereof) or would impose further compliance requirements, then TetraVX will provide notice to Client (in accordance with Section 10.4) to the extent that said changes impact Client's obligations.

3.6 Transfer of Title for Equipment. TetraVX is not responsible for claims involving third-party software and equipment, for which TetraVX will pass through all available manufacturer warranties. Client acknowledges that any third-party software or equipment provided hereunder is provided solely pursuant to the relevant manufacturer or licensor terms and conditions. Client does not acquire any rights to such third-party software and equipment in excess of those provided in the relevant manufacturer or licensor agreement. If third-party equipment is purchased hereunder, upon full payment therefore, title to third party product equipment shall pass to Client. TetraVX may make UCC-1 filings on third party equipment until full payment therefore. Fees do not include shipping, insurance and handling, which shall be invoiced to Client.

4. ADDITIONAL TERMS and CONDITIONS

4.1 TetraVX Proprietary Rights. Client agrees that any and all intellectual property rights (the "IP Rights") associated with the Services are and shall remain the exclusive property of TetraVX and/or its licensors. Nothing in this Agreement intends to or shall transfer any IP Rights to, or to vest any IP Rights in Client. Client is only entitled to the limited use of the rights granted to Client in this Agreement. Client will not take any action to jeopardize, limit or interfere with any IP Rights. Client agrees that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. Client acknowledges and understands that all title and rights in and to any third-party content that may be accessed through the Services is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties. Client may not copy, distribute, sell, resell, license, sub-license, reproduce, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services and/or any of TetraVX technology or software for any purpose whatsoever. All IP addresses, TetraVX-based domain names and telephone numbers shall remain, at all times, the property of TetraVX and shall be nontransferable, except where Client ports a number from its TetraVX service to another carrier consistent with applicable law and TetraVX's porting requirements as specified in the TetraVX Additional Terms. Client shall have no right to use IP addresses, TetraVX-based domain names or telephone numbers upon termination or expiration of the applicable Service, except where Client ports a number as described above.

4.2 Registration Procedures. In connection with signing up and providing information in connection with the Services, Client agrees to provide true, accurate, current and complete name, contact information, and other data to TetraVX, and Client expressly disclaims and agrees that TetraVX shall have no liability in connection with any incorrect data provided by the Client. Further, if Client becomes aware of any unauthorized use of a Client account relating to any Subscription Services, or any other breach of security related to the Services, then Client agrees to immediately notify TetraVX. In no event shall TetraVX be liable for any damages whatsoever resulting from any prohibited, fraudulent or unauthorized use of the Services, Client's account, TetraVX equipment or Client equipment, and Client shall bear the risk of loss and assume all liability arising from any such prohibited,

unauthorized or fraudulent usage, except to the extent such usage arose solely from TetraVX's gross negligence or willful misconduct. Client is also solely responsible for terminating credentials and access for end users no longer authorized by Client to use the Services. Client acknowledges that placing telephones on a publicly accessible Internet protocol address or a publicly accessible network will subject Client to a higher level of risk for fraudulent activity. Client acknowledges and agrees that TetraVX: (a) is under no obligation to investigate the authenticity of calls charged to Client's account, (b) is under no obligation to take action to prevent such calls from being made, and (c) is not liable for any fraudulent calls processed by TetraVX and billed to Client's account. Client shall protect, defend, indemnify, and hold harmless TetraVX, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to fraudulent calls or usage of the Service. TetraVX shall be entitled to take immediate action without notice or liability to Client as it deems necessary in its sole discretion to prevent fraudulent calls or other usage of the Service; provided, however, that TetraVX is under no obligation to undertake such action.

4.3 No Resale. Client represents and warrants that it and its authorized end users will be the ultimate end users of the applicable Services. Client shall not in any way resell, license, permit nor allow any third party to use the Services without receiving TetraVX's prior written consent.

4.4 High Speed Internet / High Speed Connectivity Required. Client understands, acknowledges, and agrees that Client must have a high-quality high speed Internet connection or other highspeed connectivity (such as MPLS or Point-to-Point) to use certain services, including UCaaS and that, if TetraVX is not providing an Internet connection for Client, then TetraVX does not control and is not responsible for: (i) Client's Internet connection; (ii) the quality of Client's Internet connection; (iii) any third-party products and/or services related to Client's Internet connection; or (iv) problems with the Services that are caused by or related to Client's Internet connection. TetraVX will not contact any of the Internet providers and/or service or product providers on Client's behalf.

4.5 Compliance. At all times, Client agrees to comply with all applicable federal, state, and local, laws and regulations, and the terms and conditions of TetraVX's Acceptable Use Policy, available at www.tetravx.com/AcceptableUse and TetraVX's Privacy Policy, available at www.tetravx.com/PrivacyPolicy, (as these policies may be amended from time to time) both of which are incorporated into this Agreement. Client is also solely responsible for (i) complying with Client's software licenses; (ii) for specifying to TetraVX all requirements necessary for Client to maintain its hosted data in compliance with data privacy/security laws and regulations; and (iii) compliance with any industry-specific regulations applicable to the Services hereunder including data privacy and security laws and regulations.

4.6 Prohibited Uses. In addition to any limitations specified in TetraVX's Acceptable Use Policy, Client agrees not to use the Service in a manner that is actually or potentially libelous, threatening, harmful, harassing, indecent, obscene, in violation of the intellectual property rights of any party, or is otherwise unlawful under any applicable law or regulation. Client agrees not to engage in any activity that interferes with or disrupts the Service or associated servers, networks, or software; prevents or restricts other Clients from using the Service; or damages any TetraVX or third-party property. Client agrees not to reproduce, duplicate, copy, sell, trade, or resell the Service provided under Client's

account(s). Client agrees not to use the Service for toll fraud; unlawful autodialing or predictive dialing practices; continuous or extensive call forwarding; constant dialing; iterative dialing; fax broadcast; fax blasting; junk faxing; fax spamming; transmitting broadcasts or recorded material; sending unsolicited messages or advertisements; telemarketing; sending bulk and/ or junk email, voicemail, or faxes; taking any action to attempt to mislead others as to the identity of the sender or the origin of any communication; or any other activity that would be in violation of the Telephone Consumer Protection Act ("TCPA") or similar state law/s or regulation/s. Client agrees not to (1) re-classify or re-originate traffic or take any other action to intentionally make traffic appear as if it: (i) is anything other than the type of traffic delivered to such called party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter, or delete in any manner calling party number information, originating point codes, or any other signaling information or call detail in connection with the transport and termination of traffic to the called party. Client agrees not to access or attempt to access the Service by any means other than the interface provided by TetraVX, including but not limited to any automated means such as the use of scripts or web crawlers. Client agrees not to use any trademark, service mark, trade name, or logo of any company or organization in conjunction with the Service in a manner that is likely or intended to cause confusion about the owner or authorized user of such mark, name, or logo.

4.7 TetraVX's Remedies for Prohibited Use. TetraVX may take any lawful action it deems appropriate with respect to any violation of its Privacy or Acceptable Use policies or other use of the Service that it deems to be inappropriate, in violation of this Agreement, or potentially disruptive to the Service or TetraVX's network, TetraVX's rights and interests, or the rights of other Clients. TetraVX's remedies for Client's prohibited use of the Service, include but are not limited to issuing warnings; terminating Client's Service, subscription, accounts, or users; disabling access to or suspending the Service, subscription, or accounts; or increasing the monthly rates charged Client for the period of Client's prohibited use and the remainder of the Agreement's term. TetraVX may take such action without notice or liability to Client or any other party, although TetraVX shall have no obligation to take any such action. If TetraVX incurs any costs as a result of any prohibited use of the Service by Client, Client shall be solely and exclusively liable for such costs. TetraVX shall bill, and Client agrees to pay, any such charges.

4.8 Client's Content. Client is solely responsible for the content of all information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by Client while utilizing the Service ("Client's Content") and for the consequences of doing so, including any loss or damage to TetraVX or any third parties. TetraVX has no responsibility to Client or any third party for Client's Content.

TetraVX reserves the right to, but shall have no obligation to, pre-screen, refuse, flag, filter, or remove any of Client's Content from the Service at TetraVX's discretion without notice or liability to Client or any other party.

Client shall retain copyright and any other intellectual property rights Client holds in Client's Content. Client shall remain solely responsible for protecting and enforcing such rights where applicable.

Client hereby grants to TetraVX a non-exclusive, world-wide, royalty free, sub-licensable, transferable, perpetual, irrevocable license to use, modify, adapt, translate, publish, publicly perform, reproduce, prepare derivative works of, and distribute Client's Content solely for the purpose of providing and distributing the transmission of such Client Content, as is necessary to the successful provision of the Service to Client. Client represents and warrants that it has all necessary rights, licenses, consents, and permissions to grant such license and permit such use.

TetraVX will endeavor to store Client's voicemail, sent or received call logs, and/or instant messages if it is a part of the Service. However TetraVX is not obligated to do so and TetraVX has no responsibility or liability for the deletion or failure to store any of the foregoing.

4.9 Other Users' Content. TetraVX does not control and shall have no liability or responsibility for the (1) conduct or (2) content of any information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by other users via the Service, including but by no means limited to advertisements or sponsored content (item (2) collectively referred to as "Other Users' Content").

Other Users' Content may be protected by copyright and other intellectual property rights of such other users or other persons. Client shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works based in whole or part upon Other Users' Content unless specifically agreed to by the owners of such Other Users' Content in a separate written agreement with Client.

It is TetraVX's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including in the United States the Digital Millennium Copyright Act) and to terminate the accounts or subscriptions of repeat infringers.

5. TERM and TERMINATION

5.1 Term. The term of this Agreement begins on the Effective Date and continues until terminated in accordance with this Section. Term commitments and their start dates for specific service offerings shall be specified in the TetraVX Additional Terms and applicable SOW. Terms for Services with a term commitment (such as Subscription Services) shall automatically renew for one-year terms (except that pricing may change upon renewal) unless notice of non-renewal is provided in writing to the non-terminating Party at least 90 days before expiration of the then-current term. TetraVX also has the right to terminate this Agreement or any applicable SOW immediately if the passage or adoption of any law, rule or regulation or industry self-regulatory requirement would make it illegal, no longer commercially feasible or otherwise materially adverse for TetraVX to perform its obligations, continue its contractual relationship hereunder or if there is any governmental, regulatory or judicial determination that the provision of any Services under this Agreement or any applicable SOW is contrary to existing laws, rules or regulations.

5.2 TetraVX Default. Client may terminate this Agreement or an applicable SOW for breach for the following reasons:

- a. The failure of TetraVX to provide Services in substantial conformance with the specifications set forth in an applicable SOW, and such default remains uncured for more than 30 days following written notice by Client including a description of the default;
- b. The assignment by TetraVX of its business for the benefit of creditors, or the filing of a petition under the Bankruptcy Code or any similar statute, or the filing of such a petition which is not discharged or stayed within sixty (60) days, or the appointment of

a receiver or similar officer to take charge of TetraVX's property, or any other act indicative of bankruptcy or insolvency that places TetraVX's accounts in default.

5.3 Client Default. TetraVX may terminate this Agreement or an applicable SOW for breach, or suspend Services until the default is cured, for the following reasons: If any amount is past due more than thirty (30) days; the assignment by Client of its business for the benefit of creditors, or the filing of a petition under the Bankruptcy Code or any similar statute, or the filing of such a petition which is not discharged or stayed within sixty (60) days, or the appointment of a receiver or similar officer to take charge of Client's property, or any other act indicative of bankruptcy or insolvency that can be reasonably expected to place Client in payment default. The suspension of Services in the event of a payment default by Client shall not be a TetraVX breach and shall not apply toward any remedies due under an applicable service level agreement. TetraVX may terminate this Agreement and the Service associated herewith without notice and immediately upon Client's failure to comply with any non-payment provision of this Agreement. Upon such termination for cause, Client will remain responsible for payment of the full amount of the remaining monthly service fees for all months remaining in the Agreement's then current Term.

5.4 Events upon Termination or Suspension. Upon termination of this Agreement or suspension of a SOW, all applicable Services and subscriptions shall cease. If the termination or suspension is due to Client's breach, it shall not result in the accrual of applicable Service Credits or a breach by TetraVX. Termination or suspension shall not limit any remedies available to TetraVX.

5.5 Termination for Convenience: This Agreement or any SOW without a term commitment may be terminated for convenience upon thirty (30) days prior written notice to the non-terminating Party. Such termination shall not be effective until all outstanding charges are paid.

5.6 Duties Upon Termination. Upon termination of this Agreement or a SOW by either Party, Client shall, no later than the termination date, erase and cease use of any Services and subscription-based software and pay TetraVX all amounts due up to the effective date of such termination, including payment of all non-cancelable items, decommissioning expenses, and payment of all amounts remaining due for the full term under Services and subscriptions with a term commitment. If a terminated SOW includes milestone payments, Client will pay TetraVX a proportional amount of the fees due corresponding to the percentage of completion of the Services, as reasonably determined by TetraVX. In the event that an SOW with a term commitment is terminated by Client, such termination shall not be effective until Client has paid the full amount due for the committed term. If Client has not paid all amounts due as of the date of termination, TetraVX may retain or recover any Deliverables, or Client equipment hosted at TetraVX, until full payment is made in addition to any other remedies it may have at law or in equity. Any termination will be without prejudice to any other right or remedy afforded to each Party. Any software licenses granted in conjunction with, and all subscriptions to the Service shall terminate immediately upon the termination of this Agreement. Upon termination, TetraVX may deactivate or delete Client's account and all related information and files therein and/or bar any further access thereto, and Client shall have no further access to any Client-assigned DID/ telephone number (unless Port-Out of such phone number was completed prior to termination of this Agreement). All provisions concerning confidentiality, license grant and restrictions, IP ownership, warranty disclaimers, limitation of liability, and indemnity (as well as any other terms which, by their nature, are intended to survive termination) of this

Agreement will survive the expiration of Client's TetraVX subscription and any termination of this Agreement.

6. NON-DISCLOSURE of CONFIDENTIAL MATERIAL

The Parties may exchange information that is confidential ("Confidential Information"). Confidential Information of each Party includes but is not limited to its trade secrets, methods, processes or procedures, financial, technical and nonpublic business information, information about employees and clients, and any information identified in writing as confidential. Confidential Information of TetraVX includes all proposals, pricing, contract terms, software owned by TetraVX, data definitions, database structures, training materials, help system content and any guides or other documentation, and any information about TetraVX suppliers, employees and contractors. Confidential Information of Client includes information about Client's customers, employees and business and all Client data provided to TetraVX. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure from a source other than disclosing Party; (c) is lawfully disclosed to recipient by a third party without restriction on disclosure; (d) is independently developed by recipient without use of disclosing Party's Confidential Information; or (e) is disclosed by operation of law. Each recipient shall protect the disclosing Party's Confidential Information from disclosure to any unpermitted third party using at least a reasonable degree of care, and each recipient agrees to use the disclosing Party's Confidential Information only for the purpose of performance under this Agreement. Notwithstanding the foregoing, TetraVX may disclose the Client's Confidential Information to its consultants, agents or employees who have a need to know and who have agreed to protect such confidential information confidential at least to the extent set forth herein. The provisions of this Section shall survive termination of the Agreement.

7. DATA PRIVACY AND CLIENT PERSONAL DATA.

7.1 "Client Personal Data" means data provided by or on behalf of Client which consists of data or information naming or identifying a natural person such as: (a) personally identifying information that is explicitly defined as a regulated category of data under any data privacy or data protection laws applicable to Client; (b) non-public information, such as a national identification number, passport number, social security number, driver's license number; (c) health or medical information, such as insurance information, medical prognosis, diagnosis information or genetic information; (d) financial information, such as a policy number, credit card number and/or bank account number; (e) sensitive personal data, such as mother's maiden name, race, marital status, gender or sexuality; and/or any other non-public personal information regarding individual consumers or customers of Client.

To the extent possible, a SOW will specify the type of files and data that comprise Client Personal Data that may be accessed, collected, or otherwise processed by TetraVX under the SOW. TetraVX shall only use Client Personal Data provided to it under this Agreement for purposes of fulfilling its obligations under this Agreement or an applicable SOW.

7.2 The Parties shall comply with their respective obligations under applicable data privacy and data protection laws and regulations (the "Data Privacy Laws"), including but not limited to with respect to Client Personal Data. TetraVX's Privacy Policy Notice and Statement is available at <http://tetravx.com/privacypolicy>. In no event shall TetraVX be required to monitor or advise on the Data Privacy Laws applicable to Client with respect to Client Personal Data.

7.3 In the event that there are any changes to any of the Data Privacy Laws which require a change to the provision of all or any part of the Services or a method of delivery of such Services in use by TetraVX prior to such change, including the terms of this Section, Client shall bear the cost of such changes; further, the Parties shall make appropriate adjustments to the terms of this Agreement and the Services (and corresponding charges) pursuant to a Change Order.

8. CUSTOMER PROPRIETARY NETWORK INFORMATION.

In the normal course of providing certain VoIP and telecom Services to its users and customers, TetraVX collects and maintains certain customer proprietary network information ("CPNI") typical to the industry. CPNI includes the types of communications services Client currently purchases or subscribes to, how Client uses those services (for example, Client's calling records), and billing information related to those services. Client's TetraVX telephone number, name, and address do not constitute CPNI. TetraVX does not sell, trade, or otherwise share Client's CPNI with anyone outside of TetraVX and those parties authorized to represent TetraVX to offer TetraVX's services or to perform functions on TetraVX's behalf related to TetraVX's services, except as the law may require or Client may authorize. Federal law generally permits TetraVX to use CPNI in its provisioning of the communications services Client purchases or subscribes to, including billing and collections for those services. TetraVX may also use or disclose Client CPNI for legal or regulatory reasons such as to respond to a court order, to investigate fraud, to protect TetraVX's rights or property, to protect against the unlawful use of TetraVX services, or to protect other users.

Client may elect to prohibit TetraVX's use of Client's CPNI to market services other than services of the same type that Client already purchases from TetraVX by providing TetraVX with Client's "opt-out" notice within thirty (30) calendar days of Client's Service commencement by providing TetraVX with written notice of Client's desire to opt-out. If Client fails to do so within such timeframe, Client will be deemed to have given TetraVX consent to use Client's CPNI to market services other than services of the same type that Client already purchases from TetraVX. Restricting TetraVX's use of Client CPNI will not affect TetraVX's provision of any service, nor will it necessarily eliminate all types of TetraVX marketing.

9. WARRANTIES; LIMITATIONS

9.1 Warranties.

(a) Each Party represents and warrants that (i) it will comply with all applicable laws and regulations applicable to its business in connection with the Services, including applicable Data Privacy Laws, and (ii) in entering into this Agreement, it is not relying on any promise, statement, representation or warranty (whether in writing or not) of any person (whether a Party to the Agreement or not) relating to the subject matter of this Agreement, other than as stated in this Agreement.

(b) TetraVX warrants to Client that the Service will be capable of operating substantially in conformance with the description of the Service set forth in the applicable SOW, that the Services will be performed in a professional and workmanlike manner at least to industry standards, and that upon completion the Services and Deliverables will substantially conform with the specifications set forth in the applicable SOW. TetraVX also warrants that the Services, and Deliverables owned by TetraVX (i.e., excluding third-party products), shall not infringe any copyrights and shall not knowingly infringe any other proprietary right of any third party. The foregoing warranty shall not, however, apply if the alleged infringement results from changes made by Client or its agents,

instructions given by Client to TetraVX, or use of Services or Deliverables in combination with other items not approved by TetraVX where the combination causes the alleged infringement.

(c) Client warrants to TetraVX that Client has the authority to allow TetraVX to use all facilities, equipment, Client software, Client Confidential Information and all other materials provided by Client; that TetraVX may rely on instructions and information provided by Client and its agents, that Client will be solely responsible for compliance with all laws applicable to its industry (including laws applicable to privacy and data protection), that Client is compliant with all client-owned software licenses for software managed by TetraVX, and that Client has or will secure all necessary consents, permits, permissions, clearances, authorizations and waivers necessary for the Services.

9.2 Exclusions. TetraVX is not liable for any claims involving third-party product Deliverables (for which TetraVX shall pass through available manufacturer warranties) and the warranty in Section 9.1 shall not apply to custom-coded software Deliverables (for which the warranty, if any, shall be in the applicable SOW); Client's data (unless such data is covered by TetraVX back-up services), software, hardware or systems (except to the extent such claim is related to TetraVX's Services under a SOW); services not performed by TetraVX; defects or changes in Client's computer systems; Client's failure to take reasonable security measures to protect its data and networks (unless those actions are the responsibility of TetraVX under an SOW); modification of any Deliverable by any party other than TetraVX; Client's choice of Deliverables and Services; claims resulting from Client's instructions to TetraVX; claims alleging infringement after Client was provided with modifications to remedy such alleged infringement; and any issue that is outside the scope of Services in an SOW or not under the reasonable control of TetraVX. TetraVX is not liable for abuse, damage to or theft of Client's equipment or data or Deliverables located at Client facilities; or for claims relating to data security or privacy, intrusions into Client's system, SharePoint, WAN and LAN throughput, Client server and workstation performance, issues due to power, general Internet and general telecommunications outages, quality of service issues not caused by TetraVX, or data or packet loss not caused by TetraVX. In addition, TetraVX shall not be liable to Client for any claims or damages resulting from or caused by (a) unauthorized access to transmission facilities or premise equipment, or for unauthorized access to or alteration, theft, or destruction of data files, programs, procedure, or information through accident, wrongful means or devices, or any other method unless such unauthorized access was the result of TetraVX's gross negligence; (b) Client's fault, negligence or failure to perform Client's responsibilities; (c) claims against Client by any other party; (d) any act or omission of any other party; or (e) equipment or services furnished by a third party. TetraVX is not responsible for the content of any information transmitted or received through the Services. Client shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. TetraVX exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Client equipment, and use of any such Service is at Client's own risk.

9.3 Warranty Remedy. Warranty claims must be reported to TetraVX in writing within thirty (30) days of the earlier of completion of the relevant Services or delivery of Deliverables, as applicable. For TetraVX's breach of the warranties set forth in 9.1, Client's exclusive remedy, and TetraVX's entire liability, shall be (i) for performance breach involving Services and Deliverables, the performance of the affected Services or re-delivery or repair of the affected Deliverable; or, at TetraVX's option, refund of fees paid for

the Service; and (ii) for infringement, TetraVX shall, at its option, (a) modify the software to be non-infringing; (b) acquire licenses at no charge to Client to make the Deliverable non-infringing; or (c) terminate the applicable license and refund to Client a pro-rata portion of all unused and prepaid fees, pro-rated for one-time site licenses for software Deliverables over a three year useful life.

9.4 Disclaimer. Except as expressly warranted in Section 9.1, TetraVX provides each and every Service, including without limitation any and all software, websites, servers, content, subscriptions and accounts, on an "as is" and "as available" basis. Client's use of each Service is at Client's own risk. NEITHER TETRAVX NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH REGARD TO THE SERVICES OR OTHERWISE RELATED TO THE AGREEMENT. TETRAVX DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE SERVICES OR THAT THE SERVICES WILL PREVENT TOLL FRAUD. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER TETRAVX, ITS LICENSORS, NOR SUPPLIERS REPRESENT OR WARRANT THAT: (I) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR PROVIDE ANY SPECIFIC RESULTS, (II) CLIENT'S USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS OR ERROR FREE, (III) INFORMATION OR CONTENT PROVIDED TO CLIENT THROUGH THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) DEFECTS IN THE SERVICE WILL BE CORRECTED, OR (V) THE SERVICE WILL HAVE ANY PARTICULAR UP-TIME, QUALITY OF SERVICE, OR QUALITY OF VOICE OR FAX COMMUNICATIONS. NEITHER TETRAVX, ITS LICENSORS, NOR SUPPLIERS SHALL HAVE ANY RESPONSIBILITY TO CUSTOMER FOR DAMAGE RESULTING FROM THE USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY DEVICE OR LOSS OF DATA RESULTING FROM THE DOWNLOADING, OTHERWISE ACCESSING, OR USING ANY CONTENT, MATERIAL, OR DATA THROUGH THE SERVICE. DOWNLOADING, OTHERWISE ACCESSING, AND USING SUCH CONTENT, MATERIAL, OR DATA IS AT CLIENT'S OWN RISK. TETRAVX DOES NOT HAVE ANY RESPONSIBILITY FOR RETAINING ANY USER INFORMATION OR CONTENT OR COMMUNICATIONS BETWEEN USERS. TETRAVX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THE STATUTORY WARRANTY OF NON-INFRINGEMENT. This disclaimer of warranty may not be enforceable in all jurisdictions and if not enforceable shall be interpreted to provide the broadest possible enforceable disclaimer.

9.5 Limitation. IN NO EVENT SHALL TETRAVX, ITS AGENTS, OR ITS MANAGERS AND MEMBERS BE LIABLE FOR ANY LOST OR MISAPPROPRIATED DATA OR CONTENT, IDENTITY THEFT, GOVERNMENTAL FINES OR PENALTIES, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT, EVEN IF TETRAVX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CLIENT ACKNOWLEDGES THAT THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION 9 REPRESENT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NETRIX WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. The total liability of TetraVX for all damages or claims

hereunder in any form of action or under any theory of liability is limited to the actual recurring charges paid by Client to TetraVX under this Agreement in the twelve (12) months preceding the event to which such damage or claim relate.

9.6. Indemnification. Client agrees to indemnify, defend, and hold harmless TetraVX, its affiliates, officers, directors, employees, consultants, agents, licensors, suppliers, and resellers from any and all third party claims, liability, damages, losses, expenses, and/or costs (including but not limited to attorney's fees and cost of suit) arising from or related to (i) Client's use of the Service, (ii) violation of this Agreement (including but not limited to fraudulent or illegal use of the Service), (iii) any negligent acts or omissions or willful misconduct of Client, or (iv) infringement or violation of any intellectual property or other right of any person or entity in connection with this Agreement.

10. GENERAL PROVISIONS

10.1 Force Majeure. Except for payment obligations hereunder, neither Party shall be held responsible for failure to perform hereunder if such failure is a result of acts of god, acts of foreign or domestic enemies, or for any other matter beyond the nonperforming Party's reasonable control (each a "Force Majeure" condition). Neither Party is entitled to terminate this Agreement in such circumstances unless such Force Majeure event continues for a period of thirty (30) days or more.

10.2 Relationship of the Parties. The relationship of TetraVX and Client shall not be that of partners, agents or joint venturers for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between the Parties for any purposes. TetraVX and Client shall be independent contractors and shall discharge their contractual obligations at their own risk subject to the terms of this Agreement.

10.3 Non-Solicitation. It is agreed that for the term of this Agreement, and for a period of one (1) year following the termination of this Agreement, (the "Non-Solicitation Period"), neither Party shall, directly or indirectly, solicit, hire, retain or otherwise engage any employee, independent contractor, consultant, sub-contractor, person or entity employed, retained or contracted by the other Party at any time during the Non-Solicitation Period without the express written consent of the other Party. Should either Party hire any employee, contractor or agent of the other Party, a placement fee of 100% of the employee, contractor or agent's last full calendar year's total annual compensation shall be paid by the hiring party within five (5) business days of the applicable employee commencing work.

10.4 Legal Notices. All notices to be given under this Agreement shall be in writing and shall be delivered via overnight courier with delivery confirmation to the respective Parties at the addresses set forth above or at such other address last specified in writing to the Party providing such notice. Any such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party. Notices to TetraVX shall be to the attention of "CFO and General Counsel - Notice" with a copy to "Notice@TetraVX.com."

10.5 Waiver. No waiver of any breach hereunder shall be deemed a waiver of any repetition of such breach or in any way affect any of the other provisions herein. The failure of either Party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other Party, will not be deemed to constitute a continuing or permanent waiver by that Party of its right to enforce each and every provision of the Agreement in accordance with their terms.

10.6 Entire Agreement: This Agreement, including any Exhibits and all applicable SOWS, comprises the entire understanding between

TetraVX and Client, and supersedes any prior agreements or correspondence between Client and TetraVX and/or any postings or other notices from TetraVX with respect to the subject matter of this Agreement (but does not supersede prior commitments to purchase Services). Client also may be subject to additional terms and conditions that may apply when Client uses affiliate services, third-party software, or additional services.

In no event will electronic terms associated with Client's vendor management, invoicing, or similar online portal apply to the Services unless such terms are incorporated as part of an applicable SOW. Client acknowledges that the TetraVX personnel who access such online portals do not have the authority to bind TetraVX to any terms regarding the Services.

This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute shall not be construed against either Party.

10.7 Governing Law. Any legal action or dispute relating to this Agreement shall be governed under the laws of the State of Illinois, except for its conflicts of law principles. The Parties agree that this Agreement shall be deemed executed in the State of Illinois and that any legal proceeding regarding this Agreement shall be brought and determined exclusively in the State or Federal courts located in Lake or Cook County, Illinois and each party hereto irrevocably submits to the exclusive jurisdiction of the aforementioned courts over all such actions or disputes. In the event any provision of this Agreement is unenforceable, a court of competent jurisdiction shall interpret such provision in a manner to be enforceable and consistent with the parties' intentions. Any action by Client to enforce this Agreement must be brought within two (2) years after the cause of action first accrued.

10.8 Export Control. Client further acknowledges and agrees that any Deliverables purchased and software licensed under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Client agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Client covenants that it shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any Deliverables received from TetraVX under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

10.9 High Risk Activities. Unless otherwise indicated in the TetraVX Additional Terms or an SOW, the Services and Deliverables may not be used for high-risk activities, including for any purpose for which failure could result in death, personal injury, loss of critical data, or severe physical, property or environmental damage.

10.10 Counterparts. This Agreement and any SOW may be executed in two or more counterparts, each which shall be deemed an original and shall be deemed to be effective as of the day and year indicated above.

10.11 Survival. All provisions concerning confidentiality, license grant and restrictions, IP ownership, warranty disclaimers, limitation of liability, and indemnity (as well as any other terms which, by their nature, are intended to survive termination) of this Agreement will survive the expiration of Client's TetraVX subscription and any termination of this Agreement.

10.12 Third Party Beneficiaries. This Agreement is for the benefit of TetraVX and Client and does not provide any third party the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.13 Assignment. TetraVX may assign this Agreement at any time without Client's consent. Client may not assign this

Agreement without prior written consent from TetraVX; such consent shall not be unreasonably withheld. TetraVX may partner with others or subcontract any or all of its obligations under the Agreement, but will retain its responsibility to Client for the timely performance of the work necessary to the provision of Service properly paid for by Client.