ERO Master Agreement

THIS MASTER AGREEMENT GOVERNS YOUR PURCHASE AND USE OF ERO PRODUCTS AND SERVICES. YOUR ELECTRONIC SIGNATURE OR EXECUTION OF AN ERO SCHEDULE, AGREEMENT, PROPOSAL, SERVICE ORDER, OR QUOTE THAT REFERENCES THIS MASTER AGREEMENT BINDS YOU TO THE TERMS AND CONDITIONS IN THIS MASTER AGREEMENT. IF YOU ARE ENTERING INTO THIS MASTER AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS MASTER AGREEMENT. THE PARTIES HEREBY AGREE THAT THIS MASTER AGREEMENT MAY BE ELECTRONICALLY SIGNED AND THE ELECTRONIC SIGNATURES APPEARING ON THIS MASTER AGREEMENT OR ANY ERO SCHEDULE, AGREEMENT, PROPOSAL, OR QUOTE HAVE THE SAME LEGAL EFFECT AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY.

You hereby represent and warrant that You will not, without ERO's prior written consent, access any ERO Products and Services: (i) if You are a direct competitor to ERO or any ERO Affiliate; or (ii) for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Section 1
INTRODUCTION

This Master Agreement (the "Master Agreement") is entered into by and between Ero Health, a Missouri Corporation, located at 1676 Bryan Dr. Suite 110, Dardenne Prairie, MO or the ERO Affiliate identified on the relevant ERO Schedule (collectively "ERO") and your organization, ("Client" or "You" or "Your"). You and ERO may be collectively referred to herein as the "Parties" or each individually as a "Party."

All ERO Schedules that are entered into or executed by the Parties are subject to this Master Agreement. Where applicable, the then current ERO Business Associate Provisions Shall Apply.

Section 2
DEFINITIONS

2.1. "Cloud Server" means a virtualized server made available to a Client for its use. A Cloud Server may be made available to Client utilizing ERO's own hosted infrastructure or any public cloud service.

2.2. "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, all scientific or technical data and information, designs, processes, procedures, formulas, commercial data, protocols, the business and affairs of the Parties and of their clients, trade secrets and inventions, benchmark data and results of ERO Products and Services, Documentation, customer lists, prices and pricing information, and all other business, financial, technical and other

information of the Parties; provided, however, that Confidential Information shall not include information which a Party can demonstrate: (i) is or has become available to the public through no fault of such Party; (ii) is disclosed to such Party, without restriction, by a third party; or (iii) that has been independently developed by such Party prior to its receipt of Confidential Information from the other Party.

2.3. "Dedicated Server" means a dedicated physical server made available to Client for its use. A Dedicated Server may be made available to Client at its facilities or utilizing ERO's own hosted infrastructure or any public cloud service.

2.4. "Master Agreement" means this Master Agreement and any applicable ERO Schedules and documents incorporated expressly therein by reference.

2.5. "ERO Affiliate" means any company which controls, is controlled by, or is under common control with ERO. The terms "control," "controls," and "controlled" for purposes of this definition means the ownership of more than fifty percent (50%) of the equity or voting interest in such entity.

2.6. **"ERO Agent"** means a single installation of the ERO monitoring software on a specific operating system instance which can be identified as a unique host identification on a hardware server or, in the case of a device without an operating system, on a single computerized device managed by Client and on which the software communicates with the ERO Server to transform directions from the ERO Server into action tasks. A server may have multiple operating system instances installed on it (through partitioning or virtualization). Each instance of the operating system on a partitioned/virtualized server must license a ERO Agent.

2.7. "ERO Products and Services" means the individual products and services (such as software, intellectual property services, professional services, software as a service, etc.) made available by ERO as defined in a ERO Schedule or Quotation.

2.8. "ERO Schedule" means a schedule of ERO Products and Services and the additional terms and conditions applicable to such ERO Products and Services.

2.9. "ERO Server" means the ERO software automation and remediation data server dedicated to: (i) processing information provided by the ERO Agents; and (ii) transforming that information into computational tasks directed back to the ERO Agents for the proper implementation and functionality of the software.

2.10. "Client Provided Materials" means any data, materials, items or information supplied to ERO by You under the Master Agreement or any Schedule.

2.11. "Documentation" means the documentation, technical product specifications and/or user manuals, published by ERO or any ERO Affiliate that is made generally available with ERO Products and Services.

2.12. "Named Users" means a specific individual or device designated by Client to use or that is managed by the ERO Products and Services as specified in the Documentation. A non-human operated device or process may be counted as a Named User as specified in the Documentation if

such device requires unique identification to the ERO Products and Services (i.e. its own access credentials). Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to the ERO Offering.

2.13. "ERO Schedule" means a signed mutually agreed ordering document such as a ERO order quote or statement of work for the specific ERO Products and Services licensed or purchased.

2.14. "Subcontractors" means any entity with which ERO or a ERO Affiliate has a contract for provision of certain services.

2.15. "Term" means the period during which the ERO Products and Services are provided, licensed or granted under a ERO Schedule.

Section 3
PROFESSIONAL SERVICES

3.1. Services Provided. The Services provided by ERO are set forth in the applicable Schedules, proposals, service orders or quotes.

Section 4
TERM AND TERMINATION

4.1. Term. The Term of this Agreement shall continue as long as there is an active Schedule, proposal, service order or quote between the Parties.

4.1 Termination. This Master Agreement shall continue in effect for the Term unless otherwise terminated in accordance with this Section 4.

4.2. Termination upon Breach. This Master Agreement and/or any applicable ERO Schedule may be terminated by either Party: (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) upon insolvency of the other Party, if permitted by law.

4.3. Material Breach Events. The following constitute a material breach for purposes of this Master Agreement and all Schedules subject to this Master Agreement: (1) if a party materially fails to perform or comply with any provision of this Master Agreement or any Schedule thereto; (2) if any party fails to comply with any confidentiality requirements in this Master Agreement or any Schedule thereto; (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within thirty (30) days.

4.4 Events that Trigger Immediate Termination. Any misuse or copying of Software provided pursuant to a Schedule by Client may result in immediate termination of the applicable Schedule and/or the Master Agreement at ERO' sole discretion.

4.5 Duties upon Termination. Termination does not release either Party from any liability which, at the time of such termination, had already accrued or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Master Agreement. Except for termination based on ERO's uncured material breach of this Master Agreement, all fees are non-cancellable and non-refundable unless a pro-rated refund applies as provided in the applicable ERO Schedule. In the event of a termination by ERO for an uncured material breach by Client, all costs and fees under this Master Agreement and ERO Schedules shall immediately become due and payable.

4.6. Records, Data and Confidential Information. Upon termination of this Agreement for any reason, each Party shall promptly return to the other Party, all copies of any data, records, or materials of whatever nature or kind, including all materials incorporating Confidential Information of such Party. ERO shall also furnish to Client all work in progress or portions thereof, including all incomplete work. Upon termination ERO will no longer be responsible for maintaining a copy of Client's data.

4.7. Survival. In addition to those rights and liabilities by their nature survive termination of this Master Agreement, the sections pertaining to Confidentiality, Intellectual Property, Limitation of Liability, and Termination shall also survive the termination of this Master Agreement.

Section 5
FEES, EXPENSES, AND PAYMENT

5.1. Payments. Unless an alternative date of payment is set out on a ERO Schedule, all payments shall be made without deduction or set off and are due upon receipt of an ERO invoice, which shall be deemed received three (3) days from the invoice date as issued by ERO. Unless otherwise specified in writing, all charges for software and hardware shall be paid in advance and title shall not pass from ERO to Clients until paid for by Client.

All invoices not disputed within fifteen (15) days from the invoice date will be deemed conclusive and binding on Client. If Client disputes a portion of an invoice, the undisputed portion must still be timely paid. ERO reserves the right in its sole discretion to suspend or terminate service in the event of non-payment, untimely payment of any undisputed invoices with no liability on the part of ERO as a result thereof.

Any past-due invoices will be automatically debited from any credit card or bank account on file along with any service charges or other fees due.

Unless otherwise indicated in an ERO Schedule, ERO fees and/or rates to Client may increase by up to 5% as of January 1st of each calendar year.

5.2. Estimates. Estimates of the total fees may be provided in a ERO Schedule. Such estimates are only estimates and not a guarantee by ERO.

5.3. Service Charge. A service charge at the rate of 1.5% per month (18% per annum) will be charged on all invoices past due or the legal maximum rate applicable in the jurisdiction from which the order originated. All returned checks will incur an additional charge of $50.

5.4. Federal, State and Local Taxes. Any state or local excise, sales, or use taxes (excluding any taxes on income) resulting from the performance ERO Products and Services under this Master Agreement or any Schedule thereto shall be borne by the Party upon which the obligation for payment is imposed under applicable law even if the obligation to collect and remit such taxes is placed upon the other Party. Each Party shall be responsible for filing all returns for federal, state or local sales, use, excise, governmental, or other taxes or tax-like fees imposed on or with respect to its services. To the extent permitted by applicable law, the Party obligated to pay such taxes may contest the same in good faith and shall be entitled to the benefit of any refund, provided that such Party cannot permit any lien to exist on any assets of the other Party by reason of any such contest.

5.5. Return of Merchandise. Client must call the ERO Service Desk for approval prior to the return of any product or merchandise. A Return Merchandise Authorization ("RMA") issuance is dependent upon each manufacturer's return policy. ERO' customer service staff will issue an RMA number based upon the specific manufacturer's guidelines.

No return will be accepted without an approved RMA number. All requests for any return must be called in within (10) days of the invoice date. Any opened items are subject to a restocking fee up to the total cost of the product. Custom or special orders CANNOT BE RETURNED.

Software products that have been opened CANNOT BE RETURNED, except in the case of defective media. In the case of defective media, the media may be returned for the replacement of identical media, subject to any limitations set forth by the publisher.

All defective products unless otherwise stated will be returned directly to the manufacturer per manufacturers' warranty policy. The merchandise must be received at ERO's office no later than five (5) business days from the date of the issuance of the RMA.

Any returned items must be in the original packaging with all original packing material, manuals, CD's and cables.

5.6. Expense Reimbursements. Whenever any ERO Products and Services are requested and authorized by Client and provided by ERO at a Client location or any other location requested by Client other than ERO' location, service fees, travel fees and any other expenses as incurred by ERO will be charged to the Client in accordance with ERO' then current Service Fee and Expense Policy.

Section 6
CONFIDENTIAL INFORMATION

6.1. Confidential Information. The Parties acknowledge that in order for ERO to perform the ERO Products and Services called for in this Master Agreement, it shall be necessary for the Parties to disclose to one another certain Confidential Information, that has been developed by the Parties at great expense and that has required considerable effort of skilled professionals.

6.2. Nondisclosure. During the term of this Master Agreement, a Party may disclose (the "Disclosing Party") its Confidential Information to the other Party (the "Receiving Party") solely to permit the Receiving Party to perform its obligations under this Master Agreement. The Receiving Party shall use all reasonable efforts to maintain the secrecy of all such Confidential Information. The Receiving Party may disclose such Confidential Information only to those of its employees, agents and contractors who have a need to know such Confidential Information and are under an obligation of confidence. The Receiving Party shall give the Disclosing Party advance written notice of any disclosure by the Receiving Party required by applicable law or court order to allow the Disclosing Party to take steps to prevent such disclosure and to protect the confidentiality of such Confidential Information. The Receiving Party agrees that the remedy at law for the Disclosing Party would be inadequate as to any unauthorized use or disclosure of the Confidential Information by the Receiving Party and agrees that the Disclosing Party shall be entitled to temporary restraining order, preliminary and permanent injunction in any court of competent jurisdiction to prevent such unauthorized use or disclosure by the Recipient Party, its principals, employees, agents and/or other entity or person.

Section 7
INTELLECTUAL PROPERTY

7.1. Ownership by ERO. Any ideas, concepts, inventions and/or discoveries, conceived or reduced to practice, whether patentable or not, made, created or developed solely by ERO or jointly by ERO and Client during the performance of this Master Agreement ("Inventions") shall be owned by ERO. Client hereby assigns all right, title and interest that it may have in such Inventions, including any patents, copyrights or other appurtenant intellectual property rights, to ERO.

Client further acknowledges that all copies of any the Software in any form provided by ERO or made by Client and any derivate works and/or modifications to the Software are the sole property of ERO and/or its suppliers. Client shall not have any right, title, or interest to any such Software or copies thereof except as provided in any applicable Schedule, and further shall secure and protect all Software and Documentation consistent with maintenance of ERO's proprietary rights therein. This Master Agreement and any Schedule thereto does not constitute a work-for-hire agreement.

7.2. Cooperation. Client hereby agrees to execute any written assignments and fully cooperate with ERO in obtaining any intellectual property protection, including, but not limited to, any patents, trademarks and copyright protection, for the Inventions as directed by ERO, without requiring any consideration other than that set forth in this Master Agreement. Client shall obtain from its employees and agents any rights in any Inventions vested with those employees and agents and shall assign the same, as well as any rights held by Client, to ERO. Client shall sign, and shall require its employees and agents to sign, all documents necessary or appropriate and shall otherwise fully cooperate with ERO to enable ERO to register or otherwise perfect the ownership of the Inventions, including for the preparation, prosecution and maintenance of copyright applications, patent applications, design patent applications, trademark applications or similar filings.

7.3. Notice. Client shall mark all materials created under this Master Agreement with ERO's copyright, patent or other proprietary notice as directed by ERO and shall take all actions deemed necessary by ERO to perfect ERO's rights therein.

Section 8
WARRANTIES, LIABILITY AND INDEMNIFICATION

8.1. NO IMPLIED WARRANTIES AND OTHER DISCLAIMERS. EXCEPT AS SPECIFICALLY SET FORTH IN ANY APPLICABLE SCHEDULES, ERO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND FOR THE ERO PRODUCTS AND SERVICES. THE ERO PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ERO HAS MADE NO EXPRESS OR IMPLIED WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT AND IN ANY ERO SCHEDULE EXECUTED BY BOTH PARTIES. ERO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, PLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH REGARD TO ANY CONTENT, ERO PRODUCTS AND SERVICES OR OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS MASTER AGREEMENT. IF, AS A MATTER OF LAW, A PARTY CANNOT DISCLAIM ANY SUCH WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MASTER AGREEMENT AND ANY ERO SCHEDULE HERETO, ERO SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY: (A) REGARDING CLIENT'S COMPLIANCE WITH HIPAA OR ANY LAW OR REGULATION, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CLIENT; (B) THAT ANY ADVICE OR INFORMATION GIVEN BY ERO, ANY ERO AFFILIATE, AGENT, CONTRACTOR OR EMPLOYEE SHALL CREATE A WARRANTY OR REPRESENTATION; (C) THAT ERO PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL PROVIDED BY ERO ARE ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

8.2. Limitation on Liability. In the event ERO should be found liable for breach of this Master Agreement or any ERO Schedule, proposal, quote or work order hereto, liability shall be limited to an amount no greater than the amounts paid to ERO by Client during the immediately preceding thirty (30) days. In no event shall ERO be liable to Client, Client's employees, agents, servants, or any other third party, for any loss of profit, loss of business, direct or indirect, incidental, special, consequential, exemplary, and/or punitive damages arising out of or related to this Master Agreement or any ERO Schedule thereto, even if ERO has been advised thereof. ERO shall not be liable to Client, if any person, other than ERO (including Client or Client's agents) alters the ERO Products and Services performed by ERO in any manner. Due to the number of hardware/software combinations and interactions beyond the control of ERO, ERO cannot guarantee that Client's system(s) will always run trouble-free, nor can ERO guarantee that every solution will be 100% effective. ERO shall not be liable to Client for any problems caused by third party manufacturers of hardware and/or software.

8.3. Indemnification. Client agrees to indemnify, defend and hold harmless ERO, its directors, officers, members, employees, contractors, agents and ERO Affiliates from any and all liability, including, but not limited to, penalties, losses, damages, costs, expenses and attorney's fees, arising from causes of actions or claims caused by: (a) Client's breach of the Master Agreement or any Schedule thereto; (b) Client's violation of any intellectual property rights, third party rights or any applicable law or regulation; (c) Client's modification or enhancement of the Software; or (d) Client's misuse of any license granted to it by ERO. ERO reserves the right to assume control of the defense

of any third party claim that is subject to the indemnification by Client, in which event Client will cooperate with ERO in asserting available defenses.

ERO will, at its own expense, defend any action brought against You to the extent that such action is based on a claim that the Software or any Update of the Software properly used within the scope of this Schedule, in and of itself, infringes any United States patent, copyright, trade secret or other proprietary right, provided that ERO is immediately notified in writing of such claims, lawsuits and other proceedings and ERO is given full right, ability and authority to conduct the defense against any such claim, lawsuit or other proceeding. In no event shall You settle any such claim, lawsuit, or proceeding without ERO's prior written approval.

Section 9
NON-COMPETE; NON-SOLICITATION

9.1. Additional Value from Hiring. Client acknowledges that ERO provides a valuable service by identifying and assigning personnel for Client's work. Client further acknowledges that Client would receive substantial additional value, and ERO would be deprived of the benefits of its work force, if Client were to directly hire ERO's personnel after they have been introduced to Client by ERO.

9.2. Non-Solicitation. During the period of this Master Agreement and continuing for a period of two (2) years commencing on the date of the termination of this Master Agreement for any reason, Client nor any of its agents shall not, without the prior written consent of ERO, directly or indirectly, hire or solicit, or cause others to hire or solicit, for employment or engagement by any person, agent, contractor or employee of ERO.

Section 10
CLIENT OBLIGATIONS

10.1. Data and Software Backup. Client must perform regular backups of all owned or leased software and data and to verify the accuracy and reliability of said backup(s) unless specified in any ERO Schedule.

10.2. Power Protection. All Client computers shall be attached to power protection of some type. Personal computers, servers and peripheral equipment should be attached to an Uninterruptible Power Supply (UPS). Additionally, ERO recommends that suppressors are installed on network equipment attached to lines outside Client's physical location (telephone, DSL, T-1, Cable).

10.3. Client Data Security Requirements:

Client must maintain the following minimum security measures:

1. **Firewalls**: Client must maintain up-to-date firewalls between Client's information systems, any third party's information systems, the internet and other public networks and internal networks that are not necessary for processing personal or confidential data.

2. **Patch Management**: Client must implement security practice improvements and patch security vulnerabilities in the software, hardware, operating systems and other information

technology and services it utilizes as may be necessary to respond to evolving and newly discovered security threats and vulnerabilities. Patch management should be conducted daily.

3. **Malicious Code Detection**: Client must maintain up-to-date software that detects, prevents, removes and remedies malicious code designed to perform an unauthorized function on or permit unauthorized access to, any information system of Client including without limitation, computer viruses, trojan horses and worms.

4. **Multi-Factor Authentication**: Client must implement and maintain secure user authentication protocols and methods, including, without limitation, multi-factor authentication or similar control where access is not granted solely reliant on one form of authentication for remote access to any systems that contain personal or confidential data.

5. **Endpoint Detection and Response**: Client must maintain industry-standard endpoint detection and response software on all servers and workstations in its on-premises environment.

10.4. Software / Copyright Infringement. Client acknowledges that state and federal laws govern the use and distribution of software. ERO adheres to these laws and is not responsible for Client's non-compliance with these laws. Client agrees to hold ERO harmless for, from, and against any and all claims, losses, judgments or other actions, including attorney's fees, arising from any claims or allegations of software or copyright infringement.

Section 11
GENERAL TERMS

11.1. Notices. Any notice, request, demand, waiver or other communication required or permitted to be given under this Master Agreement or any Schedule thereto must be in writing and will be deemed to have been duly given only if delivered in person or by first class, prepaid, registered or certified mail, or sent by courier or, if receipt is confirmed, by email. Notices made pursuant to the terms of this Master Agreement shall be in writing, addressed to the appropriate Party at the postal or email addresses listed in the Service Order of the applicable ERO Schedule. Any notice of changes in addresses or contact information by a Party shall be made in accordance with this Section 11.1, but shall not be deemed made until receipt by the other Party.

11.2. Assignment. If ERO assigns or sells or otherwise transfers its rights or substantially all of its assets to another entity then ERO may transfer its rights and obligations under this Master Agreement and applicable ERO Schedules upon written notice to Client. Except as permitted above, neither Party may transfer, whether by operation of law or otherwise, this Master Agreement without the prior written consent of the other Party, such consent, however, shall not be unreasonably withheld. Attempts to transfer in contravention of this Section 11.2 shall be deemed null and void. This Master Agreement shall be binding on the Parties hereto and their respective successors and assigns.

11.3. Dispute Resolution. Any dispute, controversy or claim arising out of this Master Agreement or the interpretation thereof (a "Dispute") shall be resolved as provided in this Section 11.3. Prior to the

initiation of formal dispute resolution procedures, the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute. If Client and ERO are unable to resolve the Dispute within thirty (30) days after notice of the Dispute, then ERO and Client will each appoint one (1) senior executive who is not involved on a day-to-day basis with the subject matter of the Dispute and will negotiate the matter in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.

Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior executives that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. The provisions of this Section 11.3 will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

11.4. Severability. In the event that any term or provision of this Master Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Master Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Master Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.5. Independent Contractor. ERO shall perform the ERO Products and Services under this Agreement as an independent contractor for the Client. It is the intention of the Parties that ERO is an independent contractor and is not an employee, agent, joint venturer or partner of Client. ERO shall be solely responsible for payment of compensation, applicable employment-related taxes and benefits, and worker's compensation insurance, for filing all required employment returns and reports, and for the withholding or payment of all applicable federal, state, provincial and/or local taxes and other assessments based on wages or employment.

11.6. Non-Exclusive. ERO shall retain the right to perform work for others during the term of this Master Agreement. Client shall retain the right to cause work of the same or of a different kind to be performed by its own personnel or other contractors during the term of this Master Agreement.

11.7. Governing Law. This Master Agreement and any ERO Schedules and the rights of the Parties thereunder will be governed by and construed in all respects in accordance with the law of the State of Delaware, without giving effect to any choice of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

11.8. Force Majeure. The manufacture, shipment, installation and/or delivery of the ERO Products and Services and any other products or services are subject to acts of God, strikes, riots, warfare, government laws or regulations, natural disasters, available materials, personnel, supplies and conditions beyond the control of ERO. In the event of the occurrence of the aforementioned conditions, ERO shall have the right to unilaterally cancel said order or ERO Products and Services in whole or in part, without incurring any liability whatsoever.

11.9. Entire Agreement. This Master Agreement and any ERO Schedule, Agreement, Proposal, Work Order or Quote that is signed by the Parties constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Master Agreement may not be modified or amended except by written instrument signed by both Parties hereto. For the purposes of this Master Agreement, facsimile and electronic signatures shall be deemed as original signatures and bear the same force and effect. The Parties agree that each provision of this Master Agreement shall be deemed to have been the result of mutual negotiation and that there shall be no presumption or inference based upon who drafted or prepared any part of this Master Agreement.

11.10. Jurisdiction. Each of the Parties submits to the exclusive jurisdiction of the following courts: (i) the Superior Court of the State of California, County of Los Angeles, and (ii) the United States District Court, Central District of California, Western Division sitting in the City of Los Angeles for any action or proceeding arising out of or relating to this Master Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in such courts. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.