

**PRODUCT
SUPPLEMENT
MANAGED
SERVICES
To the
Master
Service
Agreement**

This Product Supplement – Managed Services (this “Supplement”) is incorporated by reference into and made part of that certain Master Service Agreement (including all attachments and incorporated documents, the "Agreement") entered into between the Seller and the Buyer, as expressly provided therein and shall be effective as of the Effective Date defined in the Service Order form. This Supplement provides additional terms and conditions governing Managed Services.

1. SERVICE DESCRIPTIONS

A. Managed Services

1.1 Services – Seller, either itself or by and through its subcontractors, shall provide to Customer the Services described in a Scope of Service “SOS” attached hereto as Exhibit A. Seller is not obligated to provide any Services under this agreement unless set out in an SOS executed by the parties. Seller shall perform all of the Services in a diligent, timely, competent, professional and workmanlike manner. Seller shall observe and conform to all laws, customs and standards of business ethics.

2. TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

- 2.1 This section governs the use of Microsoft software, which may include associated media, printed materials, and “online” or electronic documentation (individually and collectively, “Products”) provided by Dobson Technologies – IT Solutions, Inc. (hereinafter referred to as “Seller”). Seller does not own the Products and use thereof is subject to certain rights and limitations of which Seller must inform you. Your right to use the Products is subject to the terms of your agreement with Seller, and to your understanding of, compliance with, and consent to the following terms and conditions, which Seller does not have authority to vary, alter, or amend.
- 2.2 Definitions
- “Client Software” means software that allows a Device to access or utilize the services or functionality provided by the Server Software.
 - “Device” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” server or other electronic device.
 - “Server Software” means software that provides services or functionality on a computer acting as a server.
 - “Software Documentation” means any end user document included with server software.
 - “Redistribution Software” means the software described in Section 2.5 (“Use of Redistribution Software”) below.
- 2.3 Ownership of Products. The Products are licensed to Seller from an affiliate of the Microsoft Corporation (collectively “Microsoft”). All title and intellectual property rights in and to the Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Products) are owned by Microsoft or its suppliers. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possessions, access, or use of Products does not transfer any ownership of the Products or any intellectual property rights to you.
- 2.4 Use of Client Software. Customer may use the Client Software installed on Customer Devices by Seller only in accordance with the instructions, and only in connection with the services, provided Customer by Seller. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End user License Agreement that may be presented in electronic form during Customer use of the Client Software.
- 2.5 Use of Redistribution Software. In connection with the services provided to you by Seller, you may have access to certain “sample,” “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES SELLER USE RIGHTS (“SPUR”) APPLICABLE TO SELLER, WHICH TERMS MUST BE PROVIDED TO YOU BY SELLER. Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Seller.

- 2.6 Copies. You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Seller; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph IV (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Seller, upon notice from Seller or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.
- 2.7 Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
- 2.8 No Rental. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of software services in accordance with the terms of this agreement and any agreement between Customer and Seller.
- 2.9 Termination. Without prejudice to any other rights, Seller may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Seller or Seller's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all their component parts.
- 2.10 NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMIDIES, IF ANY, ARE PROVIDED SOLELY BY SELLER AND NOT BY MICROSOFT, ITS AFFILITES OR SUBSIDIARIES.
- 2.11 Product Support. Any support for the Products is provided to you by Seller and is not provided by Microsoft, its affiliates or subsidiaries.
- 2.12 Not Fault Tolerant. The Products may contain technology that is not fault tolerant and are not designed, manufactured, or intended for use in environments or applications in which the failure of products could lead to death, personal injury, or severe physical, property or environmental damage.
- 2.13 Export Restrictions. The Products are subject to U.S. export jurisdiction. Seller must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
- 2.14 Liability for Breach. In addition to any liability you may have to Seller, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

3. **OBLIGATIONS**

3.1 CUSTOMER'S OBLIGATIONS

- Customer shall provide or make available to Seller personnel providing Services:
 - Access, either remotely are at Customer's site, to all hardware and software required by Sellers
 - Relevant data or data files
 - Trained and qualified personnel, either via telephone or in person to assist Seller personnel performing the Services; and
 - If required, access to Customer's site to perform the services.
- Customer is responsible for ensuring that all goods and services offered by Customer, that all materials provided to Seller by Customer to be used in connection with the Services under this Agreement, and that all aspects of Customer's business all comply with all applicable laws and regulation in all jurisdictions in and to which Services are provided to Customer hereunder.
- Customer shall provide and incur the cost for the hardware, supported operating system, Internet access and appropriate network connectivity that is needed for the work to be performed.

3.2 SELLER'S OBLIGATIONS

- Seller shall perform or case to be performed the obligations described in each Service Order. All Seller subcontractors under a Service Order shall be bound to perform all obligations under this Agreement as if they were being performed by Seller. In addition, Seller shall: (i) designate a Seller representative for each Service Order who will be responsible for answering and resolving Customer's questions and issues; and (ii) provide sufficient, qualified personnel capable of performing all of Seller's duties and obligations under this Agreement and under each Service Order.

4. **EXCLUSIONS FROM MANAGED SERVICES**

4.1 The following is a list of costs, expenses, charges or services explicitly exclude from the Managed Services listed in any Service Order executed by Customer. The below is not meant to constitute a complete list, and any cost, expense, charge, or service that is not specifically listed and explicitly included in an executed Service Order is excluded from Managed Services by definition:

- Any parts, equipment, or hardware costs, fees or charges of any kind
- Any software, licensing, software assurance, renewal, or upgrades fees of any kind
- Any taxes of any kind
- Any shipping, handling, courier, or postage charges of any kind
- Any 3rd party vendor, OEM< or other manufacturer support fees or incident fees of any kind

- Any premise wiring services of any kind
- Any type of service, repair, reconfiguration, maintenance or management made necessary by the alternation of systems, devices, software or other resources, with or without administrative access to such resources, by anyone other than authorized Seller personnel. This includes any charges or services occasioned by acts or omissions by the Customer's own employees, principals, consultants, subcontractors, third party vendors, or any other third parties who may have or have had physical, logical or remote access to Customer's resources
- Any work, project, service or support of any kind, whether one-time periodic, or ongoing that involves a new resource that was not present at the time an MSA was executed

5. **NO HIRE**

5.1 Customer agrees not to solicit directly or indirectly for hire, the employees, contractors, or subcontractors of the other Party and further agrees not to hire employees or contractors of the Party. This restriction shall survive during the term of the Agreement and for a period of twenty-four (24) months after the expiration or termination of the Agreement.