

MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (the “MCA”) is between Opus Interactive, Inc., an Oregon corporation, with a principal address at 8135 NE Evergreen Parkway, Suite 1220, Hillsboro, OR 97124 (“Opus”) and _____ with a principal address at _____ (the “Customer”).

Customer has initiated a Service Order that is incorporated into this MCA as an Exhibit. The MCA, together with the Service Level Agreement, Service Order(s), Acceptable Use Policy, Billing Policy and any other Exhibits attached hereto, or by reference, constitutes the “Agreement.”

1. Services.

- 1.1 **Services and Service Features.** Opus will provide to Customer the services identified in one or more Service Orders, which are incorporated herein by reference. The services specified in the Service Order(s) (“Services”) shall be provided in a professional manner consistent with industry standards. The Agreement is made effective on the date provided in the Service Order (the “Effective Date”).
- 1.2 **Changes and Additional Services.** From time to time, Customer may request changes or add new Services. The confirmation of such changes or additional services constitutes a Service Order amending this Agreement (“Service Order”). Unless either Party requests otherwise, Service Orders may be exchanged and approved electronically or in written form.
- 1.3 The fee schedule is provided with the selection of Services in a Service Order. Customer may add new services at any time. If Customer requests any changes to the initial configuration or any additional Services, any charges for such changes or Services will be reflected on monthly billings and Customer agrees to pay such charges, including any overage charges as of the Billing Commencement Date for the applicable change or Service. Services may be added or removed by the customer at any time so long as the monthly recurring charge is greater than or equal to the initial monthly recurring charge.
- 1.4 All changes or requests for additional Services shall be confirmed in advance with Customer, either electronically or in writing, prior to initiating the change or Service; provided that Opus may waive the requirement at the request of the Customer if more immediate action is required. In the event of such waiver, Customer agrees to confirm the request electronically or in writing as soon as reasonably possible and to pay the applicable charges, provided the charges are consistent with the Customer's request.

- 1.5 **Service Level Agreements.** Exhibit B (“the SLA”) includes the applicable service level guarantees and is incorporated hereto by reference.

- 1.6 **Acceptable Use.** Customer will use the Services in accordance with Opus's Acceptable Use Policy (the “AUP”), which can be found at <https://www.opusinteractive.com/about-opus/policies/acceptable-use/> and is hereby incorporated to this Agreement by reference.

2. **Customer Integration.** Upon the Effective Date of this Agreement, Opus and Customer will commence good faith discussions and cooperate expeditiously to produce an integration plan that provides the details for initiation of the Services. In the event that integration is not completed due to Customer's sole actions or inaction within sixty (60) days after Effective Date, Customer acknowledges and agrees that Opus has the right to terminate this Agreement and collect termination fees in the amount of one (1) month of monthly recurring fees plus any purchased services or goods (which the parties acknowledge as liquidated damages reflecting a reasonable measure of actual damages and not a penalty). Billing of monthly fees will commence on the date that Opus makes Customer's configuration available to Customer for staging or testing purposes or otherwise begins performing Services (“Billing Commencement Date”).

- 2.1 **Prices.** Prices for the Services are set forth in the fee schedule provided in a Service Order. Unless stated otherwise in the Fee Schedule, Opus may increase pricing by five percent (5%) one (1) time during each calendar year with at least thirty (30) prior days' notice to Customer. Prices for rented Microsoft, RedHat, Cisco, VMware, Veeam, Trend Micro Licensing and other rented software will be increased by the same % as is increased by each software vendor each year with at least thirty (30) prior days' notice to Customer.

- 2.2 **Taxes.** Customer is responsible for tariffs, telecommunications surcharges or other

governmental charges due in connection with Opus's provision of Services to Customer. To the extent this Agreement includes the provision of Services which are determined to be subject to transaction taxes or which become taxable at some future point in time, and if Opus is required by law to pay or collect any local, value-added, goods and services, or any other similar taxes or duties based on the Services provided, then Opus shall separately state such taxes in addition to the prices for Services, and Customer agrees to pay such amounts. In no event shall Customer be responsible for any taxes related to Opus's income. Opus will not collect sales taxes from Customer within jurisdictions in which Opus is not required to be licensed to collect such taxes or when Opus receives a properly executed exemption certificate from Customer, nor will Opus assume liability for any uncollected taxes, in such circumstances.

3. Payment and Credit Approval.

- 3.1 **Payment.** Opus will invoice Customer monthly. Invoices may be delivered electronically or by any means acceptable under the notice provision of this Agreement. Customer agrees to pay Opus within thirty (30) days from date of invoice. For overdue invoices, Customer will pay Opus interest on the overdue amount at a rate of one and one-half percent (1.5%) for each month or pro-rated part of a month (or the maximum rate allowed by law, whichever is less) that the payment is overdue.
- 3.2 **Refunds.** Set-up fees are non-refundable.
- 3.3 **Credit Approval.** Start of integration or expansion of Services following initial integration shall be subject to prior credit approval. Customer agrees to submit reasonable financial information upon request from Opus, including current financial statements and other information sufficient to allow Opus to assess Customer's ability to meet financial obligations under this Agreement. In the event that Customer refuses to provide reasonably requested financial information, or if Opus determines that Customer's financial condition does not warrant credit approval, Opus reserves the right to delay or terminate completion of integration or expansion of Services following initial integration. In the alternative, Opus may proceed with integration or expansion of Services upon such altered payment or other terms as the parties agree.
4. **Term.** This Agreement shall commence as of the Effective Date and shall remain in effect through the termination of all integrated Service Orders ("Term"). Thereafter, the Agreement, including any integrated Service Orders, will automatically renew for successive periods equal to the Term listed on the each Service Order unless either party gives the other written notice of intent to terminate and not renew at least thirty (30)

days' prior to the end of the initial term or any renewal term.

5. Termination.

- 5.1 **General Termination Rights.** Either party may terminate this Agreement for material breach by the other party upon written notice of not less than thirty (30) days and failure to cure the breach within the notice period, except that such notice period shall be shortened to ten (10) days for Customer's failure to pay invoices when due.

- 5.2 **Customer's Discretionary Termination.** Customer may terminate this Agreement upon written notice of not less than thirty (30) days in the event of any of the following:

- a) Opus makes changes to its AUP, which materially and adversely impair Customer's use of the Services and which are objectionable to Customer;
- b) Opus modifies or updates the Services in a manner which materially and adversely impairs the function or performance of the Services provided to Customer;

Such notice of termination must be delivered to Opus, if at all, within thirty (30) days of the event giving rise to the termination right. Other than as expressly set forth in this Section, Customer shall not have the discretionary right to terminate this Agreement or any Service Order prior to the expiration of the applicable Term. If this Agreement (or any applicable Service Order) is terminated prior to expiration of the Term for any reason other than as set forth in Section 5.1 and 5.2 or material breach by Opus, then, in addition to any other rights and remedies Opus may have, Customer shall pay a termination fee equal to monthly recurring fees for the remainder of the initial or renewal Term, as may be amended by any Service Order (which the parties acknowledge as liquidated damages reflecting a reasonable measure of actual damages and not a penalty.) Prepaid Services are not refundable.

- 5.3 **Opus's Additional Rights to Terminate or Restrict Services.** Opus reserves the right (but shall have no obligation) to take additional action, up to and including termination, in the following limited circumstances:

- c) With or without notice, Opus may modify or terminate any or all Services or restrict Customer's use in whole or in part if, in Opus's sole judgment, use of the Services by Customer or its end users (i) presents a material security risk or will interfere materially with the proper continued operation of a data center or related services, or (ii) is subject to an order from a court or governmental entity stating that such use generally or for certain activities must stop. Where permitted under the relevant court or governmental order, Opus will notify Customer of such order promptly so that Customer will have an

opportunity to respond to the order. Opus also will notify Customer promptly of any security risks identified under subsection (i) above and any action taken by Opus with respect to such security risks.

- d) Upon notice of not less than seven (7) days and failure to cure within the notice period, Opus may modify or terminate any or all Services or restrict Customer's use in whole or in part if, in Opus's reasonable judgment, use of the Services by Customer or its end users (i) violates applicable laws or governmental regulations, including, without limitation, consumer protection, securities regulation, child pornography, obscenity, data privacy, data transfer and telecommunications laws; (ii) violates or infringes any intellectual property right of Opus or a third party; (iii) violates export control regulations of the United States or other applicable countries; or (iv) otherwise violates Opus's AUP.

Notwithstanding anything to the contrary in this Agreement, Opus reserves the right to take whatever steps are necessary to comply with the shorter notice periods or other requirements of the Digital Millennium Copyright Act or any applicable law or regulation of the jurisdiction where Services are performed.

- 5.4 Effect of Termination.** Upon termination, all rights granted to Customer under this Agreement terminate immediately. Customer shall deliver to Opus written instructions for disposition of all data files in Opus's possession within thirty (30) days of the notice of termination. Return, transfer, or back up of data files shall be at Customer's expense. If written instructions are not received within thirty (30) days of the notice of termination, Opus will be authorized to destroy all files. Any such return, transfer, back up, or destruction is subject to any applicable law or governmental regulation. Customer remains liable to pay Opus for the Services received through the date of termination of this Agreement and for any periods during which Customer is still receiving all or some portion of the Services. The following sections will survive any expiration or termination of this Agreement: Section 6.1 (Customer's Responsibility for Use of the Services), Section 6.2 (Customer's Indemnity of Opus), Section 6.3 (Opus's Indemnity of Customer), Section 8 (Confidentiality; Data Use; Privacy), Section 9 (Warranties and Warranty Disclaimers), Section 10 (Limitation of Liability; Remedies), Section 11 (Dispute Resolution; Governing Law), and Section 12 (Miscellaneous). Upon termination of this Agreement or any applicable portion of the Services, Customer shall relinquish use of any internet protocol addresses or address blocks assigned to it by Opus in connection with the applicable Services.

6. Customer Responsibilities

- 6.1 Customer's Responsibility for Use of the Services.** As between Customer and Opus, Customer agrees it is solely responsible for and assumes all liability relating to the following:

- e) All aspects of Customer's business, including Customer's obligations to end users or other third parties and all business or financial results obtained by Customer from using the Services;
- f) All technology, equipment, content and data provided by or through Customer for use with the Services, including performance of software applications provided by Customer;
- g) Decisions about Customer's computer and communications systems needed to access the Services;
- h) Decisions made by Customer with respect to maintenance, remote assistance, or other actions taken by Opus at the direction of Customer or according to configuration scripts or specifications provided by Customer;
- i) Compliance with all applicable laws and governmental regulations regarding Customer's business or use of the Services;
- j) Use of the Services by Customer's customers or end users;
- k) Compliance with Opus's AUP by Customer and its customers and end users.

- 6.2 Customer's Indemnity of Opus.** Customer will defend or settle any suit or proceeding brought against Opus by any end user or third party arising from (i) matters for which Customer has responsibility under this Section 6; (ii) violation by Customer of any obligations under this Section 6 or Section 8.1; (iii) claims that any content of Customer or its customers or end users, including but not limited to data, text, multimedia images (e.g. graphics, audio and video files), software, applications, or other materials (collectively "Content"), or the manner in which Customer or its customers or end users make use of the Services, constitutes an infringement of any patent, copyright, trademark, trade secret, publicity, privacy, or other right of any third party, or (iv) any civil or criminal violations of law or governmental regulations occurring as a result of actions or omissions of Customer or its customers or end users. Customer will pay all damages and costs finally awarded or reached through settlement against Opus (including any indirect or consequential damages awarded as a result of such proceeding); provided that Opus (x) promptly notifies Customer in writing of any such suit or proceeding, (y) provides Customer with sole control over the defense or settlement of any such action; and (z) provides reasonable information and assistance in the defense or settlement of any such

action. Opus may participate in any such suit or proceeding through counsel of its choice at Opus's own expense; provided, that the costs associated with Opus's counsel shall not be deemed damages or costs for purposes of Customer's indemnity hereunder. Notwithstanding the foregoing remedies, upon notice of not less than seven (7) days, Opus reserves the right (but shall have no obligation) to delete any Content installed on an Opus server and to modify or terminate any or all Services or restrict Customer's use in whole or in part in the event of any suit or proceeding, or threatened suit or proceeding, which may be subject to an indemnity obligation under this Section.

6.3 Opus's Indemnity of Customer. Opus will defend or settle any suit or proceeding brought against Customer based upon a claim that the Services alone and not in combination with any other product or service constitutes an infringement of any patent, copyright, or trade secret of any third party, and will pay all damages and costs (including any indirect or consequential damages awarded as a result of such proceeding) finally awarded or reached through settlement against Customer up to the liability limits of this Agreement; provided that the Customer (i) promptly notifies Opus in writing of any such suit or proceeding, (ii) provides Opus with sole control over the defense or settlement of any such claim or action; and (iii) provides reasonable information and assistance in the defense or settlement of any such claim or action. Customer may participate in any such suit or proceeding through counsel of its choice at Customer's own expense; provided, that the costs associated with Customer's counsel shall not be deemed damages or costs for purposes of Opus's indemnity hereunder. Upon notice of not less than seven (7) days, Opus reserves the right (but shall have no obligation) to modify or terminate any or all Services or restrict Customer's use in whole or in part in the event of any suit or proceeding, or threatened suit or proceeding, which may be subject to an indemnity obligation under this Section.

7. Announcements and Promotion. Neither party will issue any press releases or use the logo of the other party in an advertisement or other public announcement relating to this Agreement or the relationship between the parties without the prior written approval of the other. Customer agrees that Opus may include Customer's name in listings of Opus's customers.

8. Confidentiality; Restrictions on Data Use; Privacy.

8.1 General Non-Disclosure. In connection with this Agreement each party may have access to confidential and proprietary information of the other ("Confidential Information"). Confidential Information means information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential

Information confidential, not to use such information except as authorized by the disclosing party, and to accord to such information the same safeguards and protections which it accords to its own confidential business information. Confidential Information shall not include information: (i) that is now or becomes generally available to the public through no fault or breach of the receiving party; (ii) that the receiving party can document was already known to it prior to disclosure by the disclosing party; (iii) that is independently developed by the receiving party without use of any of the other party's Confidential Information, as can be shown by competent written evidence; and (iv) that the receiving party rightfully obtains from a third party who has the right to transfer or disclose it. If the receiving party is subpoenaed or ordered by any court or governmental agency to disclose Confidential Information, it will provide prompt written notice to the other party so as to allow such party to seek a protective order or confidential treatment for such information. Except as otherwise provided under this Agreement, neither party may disclose the terms and conditions of this Agreement other than with the express written consent of the other party.

9. Warranties and Warranty Disclaimers.

9.1 Service Level Warranty; Limitations; Sole Remedies. OPUS WARRANTS TO CUSTOMER THAT IT WILL PROVIDE THE SERVICES IN A MANNER WHICH IS CONSISTENT WITH THE APPLICABLE SERVICE LEVEL AGREEMENTS. CUSTOMER'S SOLE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OF SERVICES DUE TO OUTAGES, OR OTHER BREACH OF WARRANTY OR FAILURE BY OPUS TO MEET THE TERMS OF AN APPLICABLE SERVICE LEVEL, SHALL BE THE CREDITS OR TERMINATION RIGHTS PROVIDED IN THIS AGREEMENT. OPUS AND ITS SERVICE PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS, OR BREACHES OF WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIABILITY OF OPUS AND ITS SERVICE PROVIDERS AND SUPPLIERS ARISING FROM ANY SUCH OUTAGE, INTERRUPTION, OR BREACH OF WARRANTY SHALL BE EXPRESSLY LIMITED AS SET FORTH IN THE SLA.

9.2 General Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 AND THE SLA, THE SERVICES OR DELIVERABLES ARE PROVIDED "AS IS" AND OPUS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SERVICES OR ANY RESULTS TO BE ACHIEVED THROUGH USE OF THE SERVICES; OPUS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A

PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9.3 **No Security Warranty.** OPUS DOES NOT GUARANTEE THAT ITS PROCEDURES AND SERVICES WILL PREVENT LOSS, ALTERATIONS OR UNAUTHORIZED ACCESS TO CUSTOMER DATA HOSTED BY OPUS.

9.4 **Disclaimer of Actions Caused by or Under the Control of Third Parties.** OPUS DOES NOT AND CANNOT CONTROL THE PERFORMANCE OF ANY DATA, PRODUCTS, OR SERVICES CONTROLLED BY THIRD PARTIES. AT TIMES, ACTION OR INACTION BY THIRD PARTIES CAN IMPAIR OR DISRUPT OPUS'S SERVICES. OPUS MAKES NO REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE DATA, PRODUCTS, OR SERVICES CONTROLLED BY ANY THIRD PARTY, INCLUDING THE PROVIDERS OF TELECOMMUNICATIONS PRODUCTS OR SERVICES. SUCH DATA, PRODUCTS, AND SERVICES ARE NOT PROMISED TO BE FREE OF ERROR OR INTERRUPTION, AND OPUS EXPRESSLY DISCLAIMS ALL LIABILITIES ARISING FROM ANY SUCH ERROR, INTERRUPTION, OR OTHER FAILURE. CUSTOMER ACKNOWLEDGES THAT AN INTERRUPTION IN SERVICES DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF OPUS, SUCH AS A FAILURE OF TELECOMMUNICATIONS SYSTEMS NOT CONTROLLED BY OPUS, SHALL NOT BE CONSIDERED A SERVICE OUTAGE FOR PURPOSES OF ANY WARRANTY PROVIDED IN THIS AGREEMENT.

10. Limitation of Liability; Remedies.

10.1 **DAMAGES LIMITATION.** LIABILITY ARISING UNDER THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. NEITHER PARTY OR THEIR SUPPLIERS, INCLUDING SUPPLIERS OF TELECOMMUNICATIONS SERVICES, SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY, FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE.

10.2 Notwithstanding anything to the contrary, the aggregate liability of Opus and its suppliers under this Agreement shall not exceed the total amounts paid by Customer to Opus hereunder during the one-year period immediately preceding the event which gave rise to the claims.

10.3 **SOLE REMEDIES; MATERIALITY.** CUSTOMER AND OPUS AND ITS SUPPLIERS DISCLAIM ANY AND ALL LIABILITIES OR DAMAGES OTHER THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE SLA. CUSTOMER AND OPUS ACKNOWLEDGES AND AGREES THAT THE LIABILITY OF CUSTOMER, OPUS AND ITS SUPPLIERS ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES SHALL BE EXPRESSLY LIMITED TO THE LIABILITY AND DAMAGES PROVIDED HEREIN. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS REFERENCED IN THIS SECTION ARE MATERIAL TERMS TO THIS AGREEMENT.

10.4 **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement because of any event beyond the reasonable control of that party, including, but not limited to, natural disaster, acts of God, actions or decrees of governmental bodies or failure of communication lines (a "Force Majeure Event"), the party who has been so affected shall promptly give notice to the other party and shall use commercially reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure Event. If any Force Majeure Event substantially prevents or hinders performance of the Services for more than fifteen (15) consecutive days, then Customer may terminate this Agreement without penalty to Customer or Opus upon written notice of not less than thirty (30) days. Such notice must be delivered to Opus, if at all, no later than thirty (30) days following termination of the Force Majeure Event.

11. Dispute Resolution; Governing Law.

11.1 **Arbitration.** The rights and liabilities of the parties arising out of or relating to this Agreement will be governed by the laws of the state of Oregon, and any dispute arising out of or relating to this agreement will be submitted to binding arbitration in Portland, Oregon, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award may be entered in a court of competent jurisdiction; provided, however, that either party may seek preliminary injunctive or other equitable relief pending arbitration to prevent irreparable harm.

11.2 **Jurisdiction and Venue.** Any action to enforce an arbitrator's decision, award, order, or judgment, or any claim which is beyond the scope of this arbitration provision, shall be submitted by any

affected party to a court of competent jurisdiction located in Washington or Multnomah County, Oregon, U.S.A., and each party hereby agrees to exclusive jurisdiction and venue in the courts of the State of Oregon for all such disputes and litigation arising under or relating to this Agreement.

11.3 **Governing Law.** Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Oregon and the federal courts located in Oregon, without regard to principles of conflict of laws. The parties agree that no action, regardless of form, arising out of the Services of the terms of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen.

11.4 **Attorneys' Fees.** In the event of any dispute or arbitration hereunder, the prevailing party shall be entitled to recover its costs and disbursements incurred, together with reasonable attorneys' fees to be fixed by the arbitrator or court at trial or on appeal.

12. Miscellaneous.

12.1 **Notice.** Unless otherwise stated herein, all notices under this Agreement shall be written and shall be delivered by hand, post, fax, or email to the persons and at the addresses as set forth below and shall be deemed given upon transmission in the case of fax or email or otherwise upon delivery.

To Opus:

Opus Interactive, Inc.
8135 NE Evergreen Parkway, Suite 1220
Hillsboro, OR 97124
legal@opusinteractive.com

To Customer:

12.2 **Invalidity.** The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of its other provisions.

12.3 **Cumulative Remedies.** Except as otherwise expressly provided in this Agreement or an attachment, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

12.4 **Non-Solicitation.** Customer agrees not to hire or solicit for employment any of Opus's employees during the Term of this Agreement and for a period of 180 days after the termination of this Agreement. The parties acknowledge that any violation of this Section 12.4 would cause irreparable harm. Accordingly, in addition to any other remedies available to Opus, Opus shall be entitled to preliminary and permanent injunctive relief for any violation of this Section 12.4.

12.5 **Assignment.** Neither party may assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other. Notwithstanding the foregoing, upon notice to the other party, either party may assign all of its rights and obligations under this Agreement to a successor entity as part of a merger, sale, or consolidation involving transfer of all or substantially all of the party's stock or assets, provided that the assignee or successor entity agrees to be bound by the terms of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective officers, directors, employees, successors, and assigns.

12.6 **Interpretation.** The headings to the Agreement provisions are for reference only and shall not affect their interpretation. In the event that any term of this Master Customer Agreement conflicts or is inconsistent with the terms of any exhibit, schedule, or other attachment, the terms of this Master Customer Agreement shall control.

12.7 **Independent Contractor.** The parties hereto are independent contractors. Nothing in this Agreement will be construed to make the parties partners or joint venturers or to make either party liable for the obligations, acts or activities of the other.

12.8 **No Third-Party Beneficiaries.** The provisions of this Agreement are intended solely for the benefit of Customer and Opus and its suppliers and shall create no rights or obligations enforceable by any other party unless such beneficiaries are expressly set forth in a Schedule hereto.

13. **Entire Agreement; Amendment.** This Agreement, including all Service Orders, the Service Level Agreement, the AUP and all Exhibits and Schedules constitutes the entire agreement between the parties with respect to matters contained herein, and all prior or contemporaneous agreements and negotiations with respect to those matters are superseded by this Agreement. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. Any changes to this Agreement, or any additional or different terms in Customer's purchase orders, acknowledgments, or other documents, will not be effective unless expressly agreed to in writing by the party against whom enforcement is sought.