

HOSTED MASTER SERVICE AGREEMENT

This Master Service Agreement (this “MSA”) is entered into between GiaSpace (“Company”) and customer (“You”).

You agree to be bound by all of the terms and conditions of (i) this MSA and (ii) the following:

- GiaSpace’s Privacy Policy (the “Privacy Policy”);
- GiaSpace’s product specific Service Level Agreement (the “SLA” or “Service Level Agreement”);
- GiaSpace’s Acceptable Use Policy (“AUP”); and
- GiaSpace’s product specific Accepted Order(s), (collectively, this “Agreement”)

Each of the foregoing are expressly incorporated herein by reference and may updated from time-to-time by GiaSpace.

DEFINITIONS. For the purposes of this MSA, the following definitions apply:

“Access Information” means information that alone or together with other information, can provide access to any portion of Your Account, including but not limited to, Your Account number, login names, passwords and any other similar information. For the avoidance of doubt, Your Access Information will include any similar information for each of Your Users.

“Account” means the account created with GiaSpace in connection with this Agreement that relates to Your subscription to and use of Services by You and Your Users.

“Applicable Law” means any applicable foreign, federal, state or other laws, rules, regulations or interpretations of relevant Governmental Authorities or self-regulatory bodies.

“Data” means all data submitted by Your Users to GiaSpace in connection with the Services, including all content, material, IP and similar addresses, recordings, messages, software, Account Information and Account-related settings.

“Governmental Authority” means a government, regulatory organization, self-regulatory organization, court of competent jurisdiction or similar body.

“Services” means GiaSpace’s hosting and other services, software and products, as such services, software and products that are offered by GiaSpace from time-to-time in its discretion

and subscribed to, purchased by, or used by You as set forth in an Accepted Order(s).

“Third-Party Service” means any service or product offered by a party that is not GiaSpace.

“User” means any of Your employees, consultants or independent contractors to whom You grant permission to access the Services in accordance with GiaSpace’s entitlements procedures and this Agreement.

“You” and “Your” means the individual or Entity on whose behalf this Agreement is accepted.

1. SCOPE; ACCESS; SECURITY.

1.1. Access to Services. Subject to and in accordance with the terms of this Agreement, including any Accepted Order(s), GiaSpace grants You a non-exclusive, non-sublicensable, nontransferable, non-assignable, revocable license for the term of this Agreement to access and use the Services. Services may only be used by Your Users for internal business purposes only.

1.2. Account Information and Ownership. You agree to maintain accurate Account information by providing updates to GiaSpace promptly, but no later than five (5) business days, when any of Your Account information requires change, including any relevant Account contact information. Failure by You, for any reason, to respond within five (5) business days to any inquiries made by GiaSpace to determine the validity of information provided by You will constitute a material breach of this Agreement. You acknowledge and agree, and expressly consent, that in the event of any dispute regarding access to or legal ownership of any GiaSpace account or any portion thereof, including Your Account, GiaSpace will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, GiaSpace may immediately suspend, alter or terminate any relevant account, including Your Account, or any portion thereof. You will reimburse GiaSpace for any legal fees and other fees incurred with respect to any dispute regarding control or ownership of Your Account or Your Data. You acknowledge and agree that (i) the legal owner of all Data on the Account is You, the counterparty to this Agreement, and not any individual User, including any Account contact registered with GiaSpace, regardless of any administrative designation (e.g., Administrator, Billing Contact, Owner, etc.) and (ii) GiaSpace

may request any documentation it requires to establish ownership and rights to Your Account and any related Data; provided that any User with an administrative designation has the authority to bind You to any amendments, modifications or acknowledgements regarding this Agreement or otherwise relating to the Services.

1.3. Account Security and Activity. You acknowledge and agree that You are solely responsible for (i) maintaining the confidentiality and security of Your Access Information, and (ii) all activities that occur in connection with Your Account, whether initiated by You, by others on Your behalf or by any other means. You will notify GiaSpace immediately of any unauthorized use of Your Account, Access Information or any other actual or potential breach of security. You acknowledge and agree that GiaSpace will not be liable for any loss that You may incur as a result of any party using Your Access Information, either with or without Your knowledge and/or authorization. GiaSpace strongly recommends that You keep Your Access Information in a secure location, take precautions to prevent others from accessing it and change it when necessary to maintain its confidentiality and security. **GiaSpace specifically disclaims all liability for any activity in Your Account, whether authorized by You or not.**

1.4. Failure of a Line Test . With respect to voice services, if a specific site fails a "VOIP line test" as part of the installation process, and You are unable or unwilling to upgrade the data circuit, router, switch, or faulty component responsible for the failure, GiaSpace reserves the right to cancel the order for such site.

2. TERM AND TERMINATION.

2.1. Term. This Agreement shall be effective from Your acceptance of this Agreement and shall continue until the expiration or termination of all Accepted Order(s) ("Agreement Term"). The term of each Accepted Order(s) shall be either the Initial Term or Renewal Term as defined herein.

(a) The Initial Term of the Accepted Order(s) is the period from the date of Your acceptance of the Accepted Order(s) through the remainder of that calendar month and continuing through the next thirty-six (36) calendar months, unless the parties have agreed in writing to a longer term. A Renewal Term for this Plan of the Accepted Order(s) is defined as the thirty-six-month period beginning at the end of the Initial Term and each subsequent thirty-six-month period thereafter.

(b) Automatic Renewal. Each Accepted Order(s) will renew automatically at the end of the then-current Accepted Order(s) Term for a Renewal Term unless terminated in accordance with this Agreement by either You or GiaSpace. In the event, You wish to cancel automatic renewal of your agreement, You must notify GiaSpace 30 days prior to the expiration of the Initial Term.

2.2. Termination by You.

You may terminate any Accepted Order(s) for any reason by following the termination procedure located within your Accepted Order(s).

2.3. Termination by GiaSpace.

(a) 15-Day Termination. GiaSpace may terminate this Agreement, including any Accepted Order(s), for any reason by providing fifteen (15) calendar days' notice. If GiaSpace terminates this Agreement pursuant to this Section 2.3(a), then all Accepted Order(s) will terminate at the end of the fifteen (15) day notice period. If GiaSpace terminates any Accepted Order(s) pursuant to this Section 2.3(a), GiaSpace will refund (or refrain from charging You) the monthly fees for the month in which Services terminate. If GiaSpace terminates this Agreement, including any Accepted Order(s), pursuant to this Section 2.3(a), GiaSpace will not charge You monthly fees for any month following the month in which GiaSpace terminates this Agreement.

(b) Immediate Termination. GiaSpace may terminate this Agreement, including any Accepted Order(s), (or suspend Your Account) immediately and without prior notice for any of the following reasons:

(i) Any material breach of this Agreement, including any Accepted Order(s), by You, as determined by GiaSpace in its sole discretion, including, but not limited to, failure to make any payment when due, violation of the AUP or any other GiaSpace policy or procedure applicable to the Services as notified to You from time to time, which remains uncured beyond thirty (30) days' notice by GiaSpace; and

(ii) If Your use of the Services results in, or is the subject of, actual or potential legal action or threatened legal action, against GiaSpace or any of its affiliates, vendors, partners, representatives or customers, without consideration for whether such actual or potential legal action or threatened legal action is eventually determined to be with or without merit.

(c) Termination or Suspension of Users. In lieu of terminating or suspending Your entire Account, GiaSpace may suspend Your Account or terminate or suspend individual Users.

(d) No Refunds; Further Payment Due. If GiaSpace terminates this Agreement, including any Accepted Order(s), pursuant to Section 2.3(b), (i) GiaSpace will not refund to You any paid fees and (ii) You will be liable for any payment that would have been due had You terminated pursuant to section 2.2.

2.4. Following Termination. Termination will not cancel or waive any fees owed to GiaSpace or incurred prior to or upon termination. You agree that GiaSpace may charge such unpaid balance to Your Account on file or otherwise bill You for such unpaid balance. Upon termination, You must promptly uninstall all software provided by GiaSpace in connection with the Services. All of Your Data may be irrevocably deleted within fourteen (14) calendar days of termination, including but not limited to, databases, contacts, calendars, e-mail, website content, and any Data hosted by GiaSpace. It will be solely Your responsibility to secure all necessary Data from Your Account prior to termination. GiaSpace will not be responsible or otherwise liable for any loss of Your Data or any damages arising from the deletion of Your Data following termination of the Services.

3. BILLING.

3.1. Billing and Payment Arrangements. GiaSpace will bill You monthly for all established and recurring fees, and any applicable one-time fees in that month. Pro rata billing may occur throughout the course of a billing cycle for feature add-ons that You enable on your Account during any given month.

3.2. Payment by Automated Means. Each month, GiaSpace will apply the current monthly charges to Your automated payment method. You are responsible for and agree to update GiaSpace with any changes to Your billing and/or automated payment information (e.g. new or updated credit card, credit card expiration date or other payment account information).

3.3. Late Payment. If GiaSpace does not receive payment 15 calendar days after invoice has been submitted for the month for which the payment is due, Your payment will be considered late and not paid in full. GiaSpace may suspend or terminate Your Account in accordance with Section 2.3(b)(i) for failure to timely pay in full. Late payments are subject to a late-payment charge of the greater of (i) interest calculated at the lesser of (x) eighteen percent (18%) and (y) the maximum amount permitted by law and (ii) twenty-five dollars (\$25). Such interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether

before or after judgment. You will pay the interest immediately on demand. You will pay all collection costs incurred by GiaSpace (including, without limitation, reasonable attorneys' fees).

3.4. Fees for Excess Use. You agree to monitor and maintain Your Accounts within all GiaSpace-specified limits and in a manner that does not disrupt the activities of GiaSpace and other GiaSpace customers and users. If Your usage exceeds the limits for Your Account or may disrupt the activities of other GiaSpace customers, You agree that GiaSpace may immediately, in its sole discretion, (i) charge You for such excess usage via invoice, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice To You. Usage and associated charges for excess usage will be determined based solely upon GiaSpace collected usage information. Unused monthly allotments will not accrue or carryover from one month to any other month. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees.

3.5. Bill Disputes. You will notify GiaSpace of any dispute relating to charges billed to Your Account by submitting a Billing Dispute Notification to GiaSpace within thirty (30) days of the date the disputed charges appeared on Your Account. The existence of a dispute will not relieve You from paying any and all amounts billed hereunder. You waive all rights to dispute any charges not disputed by written notice as required above.

3.6. Electronic Billing and Documentation. All billing and other documentation regarding the Services may be provided electronically ("Electronic Documentation"). You acknowledge and agree that You are able to view all Electronic Documentation and consent to receiving Electronic Documentation and decline to receive hard copies of any such materials.

4. USE OF THE SERVICES.

4.1. Internal Use. You will use the Services for Your own internal business, non-residential and non-personal use. You acknowledge and agree that You will not allow any third party, including Your vendors and service providers, to access or use the Services unless such third party is allowed access for the purpose of providing authorized customer support services.

4.2. Restricted Activities. You will not (A) use any Service for any purpose outside the Service's intended scope, features, and function set, (B) use any Service for third-party training, (C) use

any Service as an application service provider or service bureau, unless You have entered into a separate written agreement with GiaSpace to provide such services, (D) use any Service for timesharing or rental, (E) use any Service to design software or other materials or services with similar or competitive functionality for any purpose, including distribution to third parties, (F) except with respect to Your Data, duplicate any portion of the Services or display, distribute, publish, or otherwise disclose any Service; and (G) store, maintain, or use on or through the Service any "Protected Health Information" or "PHI" as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as each may be amended from time to time, unless a formal Business Associate Agreement has been executed between GiaSpace and You.

4.3. Applicable Law. You acknowledge and agree that access and use of the Services may be restricted or limited as a result of Applicable Laws and that You will not use, or allow the use of the Services in contravention of, and will comply with, any Applicable Law. You represent that You and Your Users are not named on any Government Authority list of persons or entities prohibited from receiving exports, and (ii) You will not permit Users to access or use Services in violation of any export embargo, prohibition or restriction. You acknowledge and agree that that it is Your sole responsibility to use the Services in a lawful manner.

5. YOUR DATA; FEEDBACK.

5.1. Submission of Your Data. Any Data You provide to GiaSpace in connection with the Services must comply with the AUP. Any Data You provide to GiaSpace in connection with the Services shall not be PHI, unless a formal Business Associate Agreement has been executed between GiaSpace and You. Attempting to place or transmit, or requesting placement or transmission, of Data that does not comply with the AUP or is PHI will be a material breach of this Agreement. GiaSpace may, in its sole discretion, reject or remove Data that You have used or attempted to use with respect to the Services. Any Data used with respect to the Services by or through You will be free of any and all malicious code, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the Services or GiaSpace's servers. You hereby represent and

warrant to GiaSpace that You have the right to use any patented, copyrighted, trademarked, proprietary or other material in connection with Data that You use, post, or otherwise transfer or transmit with respect to the Services.

5.2. Public Disclosure of Data. You are solely responsible for ensuring that You do not accidentally make any private Data publicly available. Any Data made public may be publicly accessible through the internet and may be crawled and indexed by search engines or other third parties. By making any Data publicly available on any of the Services You affirm that You have the consent, authorization or permission, as the case may be from every person who may claim any rights in such Data to make such Data available in such manner.

5.3. Data Retention Policy. Data is permanently deleted once a user profile is deleted unless that data is immediately transferred to another user.

5.4. Data Takedown. By making any Data publicly available in the manner aforementioned, You expressly agree that GiaSpace will have the right to block access to or remove such Data made available by You, if GiaSpace receives complaints, inquiries or notices concerning any illegality or infringement of rights in such Data. You expressly consent to determination of questions of illegality or infringement of rights in such Data by the agent designated by GiaSpace for this purpose.

5.5. Filtering. GiaSpace may employ various filtering methods to reduce unwanted content, such as SPAM e-mail, from reaching Your GiaSpace Account. You acknowledge and agree that such methods may prevent legitimate content from reaching Your Account and that GiaSpace will not be liable therefor.

5.6. Control. GiaSpace is not obligated to exercise control over the content of information, including Your Data, passing through GiaSpace's network except any controls expressly provided in this Agreement.

5.7. Feedback. Any feedback, suggestions, testimonials, endorsements, information or materials conveyed to GiaSpace by You or Your Users in connection with the Services shall be collectively deemed "Feedback." You agree to grant and hereby grant to GiaSpace a non-exclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction.

6. CONFIDENTIALITY AND PRIVACY.

6.1. Confidential Information. "Confidential Information" is all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include Your Data. GiaSpace's Confidential Information will include the Services (and any portion thereof), the terms and conditions of this Agreement and any Accepted Order(s).

6.2. Protection of Confidential Information. Except as otherwise permitted by this Agreement or in writing by the Disclosing Party, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as protective of Disclosing Party and its Confidential Information as the provisions of this Agreement.

6.3. Use and Disclosure by GiaSpace. Notwithstanding the foregoing, GiaSpace may use or disclose Your Data (a) as expressly permitted in writing by You, (b) as expressly provided in this Agreement, including (i) in accordance with the Privacy Policy (as if such Data were "Information" as defined under the Privacy Policy), and (ii) to access Your Data to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters. **You expressly consent to the foregoing use and disclosure.**

7. LIMITED WARRANTY; LIMITATION ON LIABILITY; THIRD-PARTY SERVICES.

7.1. Limited Warranty; Limitation on Liability. **GiaSpace provides the Services and any related products on an "as is" basis. You expressly agree that use of the Services is at Your sole risk. GiaSpace and the GiaSpace Parties expressly disclaim all warranties of any kind, whether express, implied, statutory, or otherwise, oral or written, including, but**

not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. You hereby agree that the terms of this Agreement, including any Accepted Order(s), will not be altered due to custom or usage or due to the parties' course of dealing or course of performance under this Agreement, including any Accepted Order(s). GiaSpace and GiaSpace Parties will not be liable for any direct, indirect, incidental, special, punitive or consequential damages (including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like) that result from the use or inability to use the Services or from mistakes, the Services not meeting Your requirements or expectations, omissions, hardware failures, translations and system wordings, functionality of filters, migration issues, interruptions, deletion of files or directories, unavailability of backups, errors, defects, delays in operation, or transmission, regardless of whether GiaSpace or any GiaSpace Party has been advised of such damages or their possibility. GiaSpace will not be liable for any harm that may be caused by Your access to application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, viruses and similar mechanisms. You agree that the total liability of GiaSpace and any GiaSpace Party and Your sole remedy for any claims regarding the Services under this Agreement, including any Accepted Order(s), or otherwise is limited to any applicable credits set forth in the Service Level Agreement.

7.2. Third-Party Services. GiaSpace may link to or offer Third-Party Services.

Any purchase, enabling, or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between You and any Third-Party Service, is solely between You and the applicable Third-Party Service provider and is subject to the terms and conditions of such Third-Party Provider. GiaSpace does not warrant, endorse or support Third-Party Services and is not responsible or liable for such Services or any losses or issues that result as Your use of such services. If You purchase, enable or engage any Third-Party Service for use in

connection with the Services, You acknowledge that GiaSpace may allow providers of those Third-Party Services to access Your Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Data by the Third-Party Service provider, and that such consent, use, and access is outside of GiaSpace's control. GiaSpace will not be responsible or liable for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.

8. OWNERSHIP AND CONTROL.

8.1. No Transfer. Except for rights expressly granted in this Agreement, including any Accepted Order(s), GiaSpace does not transfer any intellectual or other property or proprietary right to You. All right, title, and interest in any Service provided to You, including without limitation any copyright, trade secret and vested or potential trademark and patent rights, is solely the property of GiaSpace and its vendors and licensors. As between You and GiaSpace, all materials distributed by GiaSpace in connection with the Services will at all times remain the property of GiaSpace, and upon the request of GiaSpace or upon termination of this Agreement or any Accepted Order(s), You will promptly return any and all such materials.

8.2. Control. GiaSpace will have sole and complete control over, and reserves the right at any time to make changes to, the configuration, appearance, content and functionality of the Services. In addition, GiaSpace reserves the right, at any time, without prior notice, to the exercise of its sole discretion to suspend or terminate any Service for the protection of the security and integrity of the Services or other business, technical or financial considerations as determined by GiaSpace.

9. INDEMNIFICATION.

You agree to defend, indemnify, save, and hold GiaSpace and the GiaSpace Parties harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against them that may arise or result from Your use of the Services, Your breach of this Agreement (or any Accepted Order(s)), or Your negligence or willful misconduct.

10. MODIFICATION OF TERMS.

GiaSpace may update, amend, modify or supplement the terms and conditions of this Agreement, including any Accepted Order(s), the SLA, AUP and Privacy Policy, from time to time and will be published on our website <http://www.giaspace.com/services/hosted-master-service-agreement>. Such changes will take effect immediately. **Your continued use of Your Account or the Services after GiaSpace posts a new version of the Agreement will be conclusively deemed to be acceptance by You of any such new version.**

11. MISCELLANEOUS.

11.1. Governing Law; Jurisdiction; Forum; Attorneys' Fees. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws or its principles. Any claim or suit arising out of or relating to this Agreement will be brought in any court of competent jurisdiction located in Broward County, Florida. In any action to enforce this Agreement, including, without limitation, any action by GiaSpace for the recovery of fees due hereunder, You agree to pay GiaSpace reasonable attorneys' fees and costs in connection with such action if GiaSpace prevails in such action. You agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement.

11.2. Written Communications and Notice. You accept that communication from GiaSpace may be electronic. GiaSpace may contact You by e-mail or provide You with information by posting notices on GiaSpace's website. You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that GiaSpace provides to You electronically are acceptable and effective as notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given (i) immediately upon personal delivery, (ii) the second (2nd) business day after mailing, (iii) the second (2nd) business day after sending by confirmed facsimile, or (iv) the first (1st) business day after sending by email or, if from GiaSpace to You, online posting. Notices to You may be addressed by GiaSpace to any e-mail address, postal address or facsimile number registered with GiaSpace, or through means of online posting through GiaSpace website. Notices to GiaSpace can be done via email or mail.

11.3. Age and Capacity. You hereby represent and warrant that each User has reached the older of (i) the age of eighteen (18) and (ii) the age of

majority in the User's jurisdiction, and that You are not subject to a limitation on Your ability to enter into this Agreement.

11.4. Severability. If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this Agreement, and this Agreement will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

11.5. Waiver. No waiver by either party of any breach by the other party of any of the provisions of this Agreement will be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver will be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing.

11.6. Remedies. The rights and remedies of the parties hereunder shall not be mutually exclusive, i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. The parties acknowledge, confirm and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.

11.7. No Assignment. No benefit or duty of You under this Agreement will, without the consent of GiaSpace, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. GiaSpace may assign this Agreement without Your consent and with notice.

11.8. Force Majeure. Except for monetary obligations, neither party shall be liable to the other for failure or delay in the performance of a required obligation hereunder if such inability or delay is caused by reason of Force Majeure Event. "Force Majeure Event" is any cause beyond a party's reasonable control or

anticipation, including, without limitation, acts of war, acts of god, terrorism, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, labor shortage or dispute, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, condemnation, acts of third parties, failure of the Internet or other reason that is beyond a party's reasonable control or anticipation.

11.9. Survival. The preamble, "Definitions" and Sections 2, 3, 4, 5, 6, 8, 9, 10, and 11 of this MSA will survive termination.

11.10. Independent Parties. Notwithstanding anything to the contrary herein, it is acknowledged, confirmed, and agreed that You shall be, and shall be deemed to be, an independent entity for all intents and purposes, including, without limitation, federal taxation. You shall pay all expenses in connection with performing Your obligations hereunder and shall not incur any indebtedness on behalf of GiaSpace in connection with such expenses. Neither party shall have or hold itself out as having any right, authority nor agency to act on behalf of the other party in any capacity or in any manner, except as be specifically authorized in this Agreement.

11.11. Entire Agreement; Third Party Beneficiaries. This Agreement, including any Accepted Order(s), constitutes the entire agreement for provision of the Services to You and supersedes all other prior agreements and understandings, both written and oral, between You and GiaSpace with respect to the Services. You understand and agree that (a) GiaSpace and You may include, as the sole third party beneficiaries of this Agreement, the GiaSpace Parties, and (b) in the event of any breach of this Agreement, including any Accepted Order(s), such GiaSpace Parties shall have all rights and remedies available to them as if they were parties to this Agreement, including claiming the benefit of Section 8 of this MSA.

11.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.