

R.K. Black, Inc. – Enterprise Master Service Agreement

This Enterprise Master Service Agreement (this "MSA") is entered into between R.K. Black, Inc. (d/b/a R.K. Black, Inc. and referred to herein as "RK Black") and the Client ordering any RK Black-branded services ("Client") and shall be legally binding upon Client submitting to RK Black either an online Hosted Services Agreement on a RK Black web site or an executed written RK Black Hosted Services Agreement. The MSA includes, and incorporates by reference all electronic and printed Hosted Services Agreements (and any amendments or supplements thereto). In the MSA, the term "RK Black Facility" shall mean a data center facility in which RK Black provides colocation services to Client, including any third-party data center facility.

1. **Services.** RK Black shall provide during the Service Term those services described in the Hosted Services Agreement, in any amendment or supplement thereto, or in a subsequent written or electronic Hosted Services Agreement (including any Hosted Services Agreement entered into through RK Black's electronic ticketing system) entered into between RK Black and Client (the "Services"), with the "Service Term" to begin on the "Service Commencement Date" specified in the initial Hosted Services Agreement which may be sent to Client either electronically or in writing. Unless Client provides RK Black with written notification within two (2) days following the Service Commencement Date that the Services are not operational, Client shall be deemed to have accepted delivery of the Services. Unless either party sooner terminates this MSA pursuant to the terms herein, the Service Term shall be for a period of time specified in the Hosted Services Agreement and, unless Client provides RK Black with written notice sixty (60) days before the end of the Service Term, shall continue at successive one-year renewal periods at prevailing RK Black rates effective at the date of renewal for the Services in effect during the Service Term. Client use of the Services is subject to RK Black's Appropriate Use Policy available at www.rkblack.com and any applicable data center rules and policies in effect with respect to the RK Black Facility, both of which are incorporated into this MSA by reference. RK Black may amend any such policies from time to time, and such amendment shall be effective upon their posting at the RK Black web site or when individually sent to Client at its designated e-mail address. The Services will be delivered according to the RK Black Service Level Agreement ("SLA"). RK Black may amend the SLA at any time as long as such amendment does not materially affect the level or quality of Services provided to Client or Client's entitlements provided for in the SLA. Any such amendment will be effective from the start of the next billing cycle for the Service following the date on which the revised SLA is posted on RK Black's web site or when individually sent to Client at its designated e-mail address. Except as otherwise may be agreed in writing between the parties, Client's continued use of any of the Services following any such amendment will constitute its agreement to be bound by the terms of the revised SLA.

2. **Billing and Payment; Taxes and Charges.** Client shall pay the fees for the Services as specified in the Hosted Services Agreement or any subsequent and effective Hosted Services Agreement. Payment for the fees is due upon receipt of the invoice, with the first invoice to be dated as of the commencement of the Service Term and billing for partial months prorated. The invoice shall be considered past due fifteen (15) days after receipt of invoice. RK Black shall bill fixed charges in

advance. Certain installation fees or advance payments specifically set forth in the Hosted Services Agreement may be payable in advance of the commencement of the Service Term. Any past due amounts that Client owes will accrue interest at the lesser of one and a half percent (1.5%) per month or the highest rate permitted by applicable law. All invoices will be paid in US dollars. Client shall be responsible for all costs and legal fees that RK Black incurs collecting any overdue payment amounts. If Client reasonably disputes any invoice, Client must pay all undisputed amounts on the Payment Due Date and submit written notice of the disputed amount, in reasonable detail, within forty-five (45) days of the applicable invoice date or the right to dispute such invoice is waived.

Charges for the Services do not include any applicable taxes. Except for taxes on RK Black's net taxable income, Client shall be solely responsible for paying all taxes, third-party charges, and fees related to its use of the Services arising in any jurisdiction, including, without limitation, sales and personal property taxes. Client's equipment located at any RK Black Facility shall not be deemed to be fixtures. Client shall be solely responsible for paying any and all recurring and one-time charges associated with local loops, transport facilities, or other telecommunication services or circuits purchased or leased from any third party provider by Client, or its representatives on its behalf, to receive and use the Services (collectively, "Third Party Services").

3. Term and Termination. Client may terminate this MSA if RK Black materially breaches its obligations to provide the Services and RK Black does not cure such breach within fifteen (15) business days of receiving written notice from Client that reasonably describes such breach. Notwithstanding any provision herein to the contrary, RK Black may elect to terminate this MSA, or suspend the provision of Services to Client, at any time without liability for any of the following: (a) upon Client's material breach or violation of the terms of this MSA that it fails to cure within fifteen (15) business days from the date that RK Black delivers to Client written or e-mail notification thereof; (b) if Client fails to cure any payment breach of this MSA within ten (10) days from the date that RK Black delivers to Client written or e-mail notification thereof; (c) if RK Black determines that Client's use of the Services may subject RK Black to legal liability; or (d) if Client violates RK Black's Appropriate Use Policy or any applicable data center rules and policies.

Upon expiration or termination of this MSA, the Services shall terminate and RK Black will remove all of Client's equipment and tangible items located in any RK Black Facility within seven (7) business days and ship to Client at the address provided by Client in this MSA at Client's sole expense. If, upon expiration or termination of this MSA, Client's account is past due, then RK Black will retain Client's property at the sole expense of the Client until such amount is fully paid. Moreover, RK Black may upon thirty (30) days written or e-mail notice to Client, liquidate such property in a commercially reasonable manner and at Client's sole expense without liability.

4. Indemnification. Client shall indemnify, defend, and hold harmless RK Black, its employees, agents, and affiliates from and against any claims, causes of action, losses, damages, costs or expenses arising out of Client's use of the Services, RK Black's network, or a RK Black facility in any way.

5. Disclaimer of Representations and Warranties; Force Majeure; Limitation of Liability. EXCEPT WITH RESPECT TO CLIENT'S REMEDIES UNDER ANY APPLICABLE SERVICE LEVEL AGREEMENT, RK BLACK MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, ITS NETWORK, OR ITS FACILITIES AND DISCLAIMS ANY WARRANTIES OF TITLE MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. The SLA sets forth Client's sole and exclusive remedy for any breaches or issues relating to the Services. Except as otherwise expressly provided for herein or in any service exhibit hereto, in no event shall RK Black's aggregate liability to Client for any legal or equitable claim exceed the amount paid by Client for the Services during the four-month period prior to the date the alleged action giving rise to such claim occurred or arose. Client may not claim service credits under any other service level agreement, including the RK Black Service Level Agreement, for any Services delivered under the RK Black brand name. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUE, DATA OR USE OF SERVICES BY CLIENT OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RK Black shall not be liable or responsible for any Service interruption, performance issues, or failures caused directly or indirectly by the performance, or failure thereof, of any Third Party Services.

RK Black will not be liable, nor will any remedy provided by this MSA be available, for any failure of Services due to cause beyond the control of RK Black ("Force Majeure") and RK Black shall not be liable, nor will any remedy provided by this MSA be available to Client due to any acts or omissions of vendors, service providers, or suppliers of RK Black. Client will not be obligated to pay RK Black for Services not delivered as the result of any Force Majeure event. Any commitments of RK Black under a Service Level Agreement shall not apply during periods of Force Majeure.

6. Non-Solicitation; Intellectual Property Ownership. Client shall not solicit for employment with Client or with any other third party any RK Black employee with whom Client has had direct contact in connection with this Agreement during the term of this Agreement and for twelve (12) months following termination of this Agreement. RK Black shall own all intellectual property that it utilizes or may develop in the course of performing the Services. Each party to this Agreement retains exclusive ownership and rights in its own trade secrets, inventions, copyrights, and other intellectual property. Upon termination of the MSA, Client agrees to promptly release any Internet protocol numbers, addresses, or address blocks assigned to Client in connection with the Services, and which are deemed to be the property of RK Black. Neither party may publicly use the other party's logo or other trade or service mark without that party's written consent.

7. Miscellaneous Provisions. Client may not assign (by operation of law, merger, business acquisition, or otherwise) its obligations or rights hereunder without RK Black's prior written consent, and any assignment without RK Black's written consent will be null and void. This MSA shall be enforceable against any permitted assignees. Client may not resell any of the Services without RK Black's express prior written consent. The Services may be provided by RK Black or an affiliate thereof. This MSA does not create any agency, partnership, or joint venture between RK Black and Client, who are

independent entities. The MSA constitutes the entire agreement between the parties and supersedes all prior agreements, discussions, and proposals regarding its subject matter. The MSA may be modified only in a writing signed by both parties hereto. Except as otherwise expressly provided for in the MSA, notices relating to the MSA shall be in writing and transmitted by overnight courier or U.S. certified or registered mail (return receipt requested), postage prepaid, addressed to RK Black at 4111 Perimeter Center Place, Oklahoma City Oklahoma 73112, attn. Trevor Turner, or, if to Client, at the address specified in the Hosted Services Agreement, or to any other address that a party may designate by notice properly given according to this section. Notices are deemed to be received (i) three days after deposit, postage prepaid, in the U.S. mail if sent by U.S. certified mail or registered mail or (ii) the next day after delivery to an overnight courier, expenses prepaid. If any provision of this MSA is held to be illegal or unenforceable, this MSA's unaffected provisions will remain in effect. The validity, construction, and effect of the MSA Agreement shall be governed by Oklahoma law, without reference to conflicts of laws principles, and the exclusive venue for all disputes—contractual or otherwise—arising out of, or relating to the subject matter of, the MSA shall be Oklahoma County, Oklahoma, and the parties hereby waive their respective rights to contest, or assert a defense based on, inconvenient forum or improper jurisdiction. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF, OR RELATED TO, THE MSA. No waiver by either party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default. This MSA may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Client agrees that RK Black may publicly disclose that it is providing services to Client and may include Client's name in any promotional materials, such as press releases or RK Black's web site.

8. Surviving provisions. Sections 2, 3, 4, 5, 6, and 7 and any other provisions that survive by their nature or their language shall survive the expiration or termination of this MSA.