



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made this 6th day of May, 2022 (the “Effective Date”) by and between **VSBLTY Group Technologies, Inc. (“VSBLTY”)** and **Wireless Guardian, Inc. (“Company”)** This is an agreement under which Client may engage VSBLTY to provide products or services from time to time and at various times pursuant to the terms hereof and as provided further in various Statements of Work.

Client desires to purchase from VSBLTY certain information technology professional services from among VSBLTY service offerings, which may include, without limitation, consulting, media, creative services, content management, design, installation and implementation, application development, software customization and training services. In consideration of the covenants and conditions contained herein and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, VSBLTY and Client hereby agree as follows:

1. Statement of Services. VSBLTY agrees to provide, and Client agrees to purchase the services described in any proposal or statement of work (“SOW”) which is attached hereto as an exhibit or specifically incorporates by reference the terms and conditions of this Agreement. VSBLTY’ services shall be referred to in this Agreement as the “Services”, and the product and deliverables of said Services shall be referred to in this Agreement as the “Work”. The Services and the Work provided for in any SOW shall be governed by the terms and conditions of this Agreement. In performing the Services or Work, VSBLTY shall meet in all material respects the service levels and performance requirements as set forth in the applicable SOW in accordance with the time schedule set forth in the SOW and shall promptly notify Client upon completion of the Services and Work and deliver all Services and Work to Client.

2. Term of Agreement. Subject to earlier termination pursuant to Section 16 hereof, this Agreement shall be for a term of one (1) year from the Effective Date, or with respect to any SOW, until all Services thereunder are complete, whichever is later. The parties, at any time, may elect to extend or renew this Agreement for additional one (1) year periods, or such other period of time as agreed to by the parties, upon mutual agreement in a writing signed by the authorized representatives of each party. Upon such extension or renewal, all Services, charges, rates, and prices stated herein or in any ongoing SOW shall be reviewed and revised as mutually agreed to by Client and VSBLTY. If no mutual agreement is reached, this Agreement shall terminate. In the event that this Agreement expires or is terminated while any SOW hereto has not expired or been terminated, such SOW shall continue under the terms and conditions of this Agreement in place at the time of this Agreement’s expiration or termination.



3. Rates for Services; Expenses. The rates for Services to be supplied under this Agreement are as set forth on each SOW. Any services performed outside the scope of any SOW will be billed in accordance with the price schedule set forth in or attached to the SOW, unless otherwise mutually agreed to in writing by the parties. Expenses incurred by VSBLTY in providing the Services and previously approved by Client or agreed upon in advance in any SOW, including but not limited to travel, lodging, if necessary, supplies, per diem meals and mileage, will be charged to Client at VSBLTY cost, unless otherwise stated in a particular SOW.

4. Payment Terms. VSBLTY shall invoice Client for Services as set forth in each SOW depending on the particular project. Client shall pay VSBLTY for the Services in accordance with the applicable SOW and the terms and conditions of this Agreement. In the event that a SOW contains milestones or acceptance criteria for deliverables, VSBLTY shall invoice Client on achieving such milestones or acceptance of such deliverables as applicable. All applicable fees shall be due and payable in accordance with the fee schedule set forth in the applicable SOW. In the event any SOW does not set forth the timing of payments for a particular engagement, invoices are due upon receipt. All amount due hereunder are payable in U.S. dollars.

5. Taxes. Any pricing set forth in any SOW shall be exclusive of sales, use, excise, and similar taxes. VSBLTY shall bill and Client shall pay the amount of any such taxes assessed on the performance of any Services hereunder, excluding any tax related to the income of VSBLTY. In the event that Client is tax exempt, Client shall provide VSBLTY with a copy of the Tax Exemption Certificate on or before execution of this Agreement or the applicable SOW. Client agrees to reimburse, indemnify, and hold VSBLTY harmless from and against any such tax and interest and penalties thereon levied against VSBLTY for the provision of Services or the delivery of the Work to Client pursuant to this Agreement.

6. Tools and Equipment; Personnel. Unless otherwise stated in the applicable SOW, VSBLTY shall furnish its own tools, supplies or materials necessary to perform the Work or Services under this Agreement. While VSBLTY will use its commercially reasonable efforts to maintain continuity in the provision of its personnel, VSBLTY reserves the right to substitute personnel provided under any SOW upon forty-eight (48) hours prior notice to Client with personnel of the same or similar skill set and qualifications. Substitution of personnel shall not affect the time schedule set forth in the SOW. Substitution for technical personnel who voluntarily terminate their employment with VSBLTY shall not require prior notice. Client shall have the right, for good cause, to require VSBLTY to promptly replace any of its personnel performing the Work or Services. Client shall have the right, acting with reasonable discretion, to approve all of VSBLTY' personnel requiring access to Client's sites or facilities.

7. Independent Contractor. VSBLTY shall perform all Services and Work under this Agreement in VSBLTY capacity as an independent contractor and not as an employee, agent, or representative of Client. VSBLTY shall have no authority to contract for or to bind Client in any manner and shall not represent itself as an agent of Client or as otherwise authorized to act for or on behalf of Client. VSBLTY and its employees shall not be entitled to any privileges or benefits that Client may provide to its



employees. VSBLTY shall be responsible for payment of all unemployment, social security and other payroll taxes or mandatory assessments imposed by any governmental body on VSBLTY in regard to its employees who are engaged in the performance of the Services, or any federal, state or local income taxes imposed on the profits generated through the performance of the Services. Neither VSBLTY nor Client, their respective employees, or agents, shall be authorized to act or appear to act as a representative of the other, whether in performing the Services or otherwise.

8. No Solicitation. For the term of this Agreement (including all renewals hereto) and for a period of one year thereafter, neither party shall solicit offer or aid others to offer employment, directly or indirectly, any of the other party's employees, agents, or independent contractors with whom it has had contact in the course of the offering and delivery of any Services under this Agreement, unless it first obtains the prior written consent of the other party.

9. Proprietary Rights.

A. Except as otherwise set forth in a particular SOW or in the License Agreement or a subsequent license agreement between the parties, VSBLTY hereby grants Client a non-exclusive, perpetual, fully paid-up, world-wide right to use, display, reproduce and modify any computer programs, code, report, form, template, model, design or other work of authorship or materials provided to Client in the course of VSBLTY performing Services under this Agreement (collectively, "Developments") strictly for Client's internal business use and not for resale, sublicense and/or distribution outside of Client's internal business. Any and all Developments or derivatives thereof shall remain the sole property of VSBLTY.

B. Notwithstanding the foregoing, Client will maintain ownership of all copyrightable works prepared or owned by Client, and modifications or enhancements to or derivatives prepared therefrom by VSBLTY as part of the Work while performing Services hereunder.

C. Client shall grant or transfer to VSBLTY a limited license or sufficient rights to use software or other copyrightable materials owned, licensed, or otherwise controlled by Client solely for the purpose of and sufficient to allow VSBLTY to provide any required Services relating to such software or copyrightable materials under this Agreement. Upon expiration or termination of this Agreement for any reason, such limited license or rights shall immediately terminate.

D. Ownership of Data. The Company assigns to VSBLTY an irrevocable, non-exclusive, worldwide, royalty free, fully paid up license to everything created, developed or produced in the course of VSBLTY's performance of the Services, including, without limitation, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared.



10. Warranty.

A. VSBLTY warrants and represents that the Services will be performed in a skillful and workmanlike manner by qualified personnel according to those industry standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that VSBLTY is not the manufacturer or developer of any hardware or software products that Client may purchase as a result of or relating to VSBLTY' Services, VSBLTY does not provide any warranty on such products, whether with respect to their design, performance, functionality, or compatibility with Client's existing system. Any warranty with respect to product must come from the manufacturer. VSBLTY will pass through to Client any applicable warranties of the manufacturer, to the extent permissible. Any warranty on any VSBLTY software product licensed by VSBLTY to Client will be set forth in the license agreement with respect to the software product.

B. Notwithstanding the provisions of any license agreement governing the license of any VSBLTY software product by VSBLTY to Client, VSBLTY hereby represents and warrants as follows:

(i) VSBLTY is duly organized and in good standing as of the Effective Date, and the execution, delivery, and performance of this Agreement by VSBLTY has been duly authorized by all necessary action on the part of VSBLTY;

(ii) This Agreement has been duly executed and delivered by VSBLTY and, with due authorization, execution, and delivery by Client, constitutes a legal, valid, and binding obligation of VSBLTY, enforceable against VSBLTY in accordance with its terms;

(iii) VSBLTY execution, delivery and performance of this Agreement does not, to VSBLTY knowledge: (a) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of VSBLTY; (b) conflict with or violate any law or governmental order applicable to VSBLTY or any of its assets, properties or businesses including but not limited to OSHA; or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a Party, which in any such case would materially hinder or interfere with VSBLTY' provision of Services hereunder;

(iv) VSBLTY has obtained and possesses any and all necessary rights and consents to perform its obligations under this Agreement including the right to provide the Services to Client and the right to grant Client the rights granted hereunder;

(v) The performance of the Services and the use by Client of the Work, and Client's exercise of the rights granted to Client under this Agreement, do not and will not infringe, misappropriate, or conflict with any intellectual property right of any third party;



(vi) VSBLTY has and shall have good, free, and clear title to all Work, free and clear of any liens, claims or encumbrances; and

(vii) No confidential, proprietary or trade secret information of VSBLTY' that will be used in performing the Services has been misappropriated from any third party.

C. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, VSBLTY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. Client hereby represents and warrants as follows:

(i) Client is duly organized and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by Client has been duly authorized by all necessary action on the part of Client;

(ii) This Agreement has been duly executed and delivered by Client and, with due authorization, execution, and delivery by VSBLTY, constitutes a legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms;

(iii) Client's execution, delivery and performance of this Agreement does not, to Client's knowledge: (a) violate, conflict with or result in the breach of any provision of the charter, partnership agreement or by-laws (or similar organizational documents) of Client; (b) conflict with or violate any law or governmental order applicable to Client or any of its assets, properties or businesses including but not limited to OSHA; or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a Party, which in any such case would materially hinder or interfere with Client's performance of its obligations hereunder;

(iv) Client has obtained and possesses any and all necessary rights and consents to perform its obligations under this Agreement, including all rights necessary for VSBLTY to provide the Services on Client's computer equipment and systems;

11. Indemnity.

A. VSBLTY shall indemnify, defend and hold Client and its officers and directors harmless from and against any claims, liabilities, losses, judgments, costs, damages, or expenses (including reasonable attorneys' fees) (collectively, "Damages"), arising out of (i) any breach of VSBLTY representations,



warranties and covenants set forth in this Agreement, or (ii) actual or alleged infringement or misappropriation of any intellectual property right based on the performance of Services or the delivery or use of Work by VSBLTY; provided, however, VSBLTY shall not be obligated to indemnify Client if the claim of infringement arises from or relates to: (a) Services performed on equipment or software which Client falsely covenanted that it had the rights to modify as set forth in Section 13 below; (b) Services performed to Client's specification or design, (c) the infringement resulting from or caused by Client's misuse or unauthorized modification of systems or product, or (d) Client's failure to use corrections or enhancements to the Work provided by VSBLTY. VSBLTY shall also indemnify, defend and hold Client and its officers and directors harmless from and against any third party claims for Damages arising from injury to or death of any person and for damages to or destruction of real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of VSBLTY or its agents in connection with the performance of the Services provided herein, except to the extent such Damages result from or are caused by the willful misconduct or negligence of Client, its employees or agents.

B. Client shall indemnify, defend, and hold VSBLTY and its officers and directors harmless from and against any Damages, arising out of (i) any breach of Client's representations, warranties and covenants set forth in this Agreement, or (ii) actual or alleged infringement or misappropriation of any intellectual property right based on the improper use or the modification by Client or its contractor of any Work. Client shall also indemnify, defend, and hold VSBLTY and its officers and directors harmless from and against any Damages resulting from Client's willful misconduct or negligent acts or omissions, to the extent such Damages do not result or are not caused by the willful misconduct or negligence of VSBLTY, its employees or agents.

C. Either party's obligation to indemnify and defend the other with respect to any claim shall be subject to (i) the indemnified party providing the indemnifying party with prompt notice of such claim; (ii) the indemnifying party having sole control over the defense and settlement thereof; (iii) the indemnified party's providing the indemnifying party with the information and assistance reasonably necessary to defend or settle such claim as reasonably requested by the indemnifying party; and (iv) the limitations of liability set forth below.

12. Limitations of Liability.



A. EXCEPT WITH RESPECT TO DAMAGES (A) INCLUDED IN AN AWARD AGAINST EITHER PARTY RESULTING FROM A THIRD PARTY CLAIM FOR INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT FOR WHICH SUCH PARTY IS INDEMNIFIED HEREUNDER;(B) CAUSING OR RESULTING IN PERSONAL INJURY OR DEATH; (C) RESULTING FROM EITHER PARTY'S VIOLATION OF THE CONFIDENTIALITY PROVISIONS HEREOF; OR (D) RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT, TO THE EXTENT ALLOWABLE BY LAW, NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING FOR LOSS OF DATA (EXCEPT TO THE EXTENT SUCH LOSS OF DATA IS DETERMINED TO BE A DIRECT DAMAGE) OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE.

B. Either party's right to recover Damages from the other under this Agreement is limited to, in the aggregate, the greater of \$50,000 or the amount of fees paid to VSBLTY under the applicable SOW under this Agreement. The limitation set forth in this section shall not apply to damages (a) included in an award against either Party resulting from a third party claim for infringement or misappropriation of any intellectual property right for which such Party is indemnified hereunder; (b) causing or resulting in personal injury or death; (c) resulting from either party's violation of the confidentiality provisions hereof; or (d) resulting from a Party's gross negligence or willful or intentional misconduct.

C. All claims hereunder must be brought within two (2) years of the date of the occurrence of the event giving rise to such claim, except for claims made under Sections 11.A.(ii) or 11.B.(ii).

13. Client Covenants. Client covenants that:

A. It has the authority to enter into this Agreement and the funding necessary to pay for the Services and Work which are the subject of this Agreement.

B. It has valid title to or sufficient license or rights to use or modify any software or products which it has requested VSBLTY to modify as part of the Services and Work which are the subject of this Agreement.

C. It will provide VSBLTY necessary access to its personnel, appropriate documentation and records and facilities in order for VSBLTY to timely perform the Services and Work which are the subject of this Agreement.

D. It shall ensure that all of its files are adequately duplicated and documented. Client agrees and understands that VSBLTY is not responsible for Client's failure to do so, or for the cost of reconstructing data stored on equipment or other media, lost or damaged during the performance of any Service or Work under this Agreement.



14. Requests for Changes. VSBLTY recognizes that Client may want to implement changes in the Services or Work agreed to in a SOW under this Agreement. It shall be the responsibility of the Client to prepare and request such change in writing (“Change Order”) and sign it and deliver it to VSBLTY. VSBLTY shall review, execute, and return the Change Order with a written evaluation of the change, including the cost of the change and the impact the change will have on the completion for the Services and Work. Client will review VSBLTY’ comments and will determine whether or not to approve the Change Order. Approval by Client of the Change Order shall be signified by the return of the Change Order to VSBLTY with the signature of the authorized representative of Client. Upon approval of any Change Order, the Change Order shall be subject to the terms and conditions of this Agreement. No change in the SOW will be performed until VSBLTY receives a properly issued and executed Change Order.

15. Acceptance for Deliverables. The procedure, if any, for the acceptance of Work shall be set forth in the SOW relating to such Work.

16. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of this Agreement, be exposed to or acquire information which is proprietary or confidential to either the other party or a third party. Confidential Information shall mean hereunder: (a) any technical information, design, process, procedure, formula, improvement, and other data relating to the development or production of any Work done specifically for the Client; (b) business or marketing plans and financial information of VSBLTY or Client; (c) other proprietary VSBLTY or Client information, and (d) any third party information which is or should reasonably be understood to be confidential or proprietary of such third party including Client information.

Each party agrees that it will hold such Confidential Information in strict confidence and will not discuss with or disclose it to any third party or use it for any third party's benefit or for any purpose other than as contemplated by this Agreement.

The parties acknowledge that the following shall not be considered Confidential Information: (i) information which at the time of disclosure is, or without fault of the recipient becomes, available to the public by publication or otherwise; (ii) information which either party can show was in its possession at the time of disclosure or was independently developed by it without any reference to the other party's information and was not acquired, directly or indirectly, from the other; (iii) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; (iv) information which is required to be disclosed pursuant to court order or by law or regulation; provided, however, that in the event disclosure is required by law, regulation or court order, the receiving party will: (a) notify the disclosing party of the obligation to make such disclosure promptly and sufficiently in advance of the time required to disclose to allow the disclosing party the opportunity to seek a protective order; (b) shall cooperate with the disclosing party in seeking the protective order; and (c) shall make disclosure only to the narrowest extent required to comply with the law, regulation or court order.



17. Termination of Agreement.

A. Termination by Client without Cause. Client may terminate this Agreement without cause upon sixty (60) days prior written notice to VSBLTY. However, except as otherwise provided in any SOW, if the Services to be performed and Work to be delivered pursuant to this Agreement are agreed to pursuant to a fixed price arrangement, as opposed to on a time and materials basis, then upon termination Client shall pay to VSBLTY, in addition to any amounts then currently due, a cancellation fee equal to the greater of the amount of 20% of the remaining cost of the project or contract, or such amount set forth in the SOW which will reflect a pro-rated figure commensurate with the Work or Services performed. Upon termination, VSBLTY shall invoice Client for any unbilled Services or Work and any cancellation fee, and Client shall remit payment in accordance with Section 4 above.

B. Termination by Client upon VSBLTY Change of Control. In the event that Client has a reasonable issue or concern with respect to a change of control in ownership of VSBLTY, Client may terminate this Agreement by delivering written notice of termination to VSBLTY at any time within thirty days after receiving written notice from VSBLTY of a change in control of VSBLTY pursuant to Section 18 hereof. Such termination under this paragraph shall be effective five days after receipt by VSBLTY.

C. Termination by Client for Cause. Except as otherwise provided in Section 24 of this Agreement, in the event of a breach of this Agreement by VSBLTY, Client may terminate this Agreement for cause upon giving VSBLTY thirty (30) days prior written notice of the breach; provided, however, if VSBLTY cures such breach within such notice period, this Agreement shall not terminate.

D. Termination by VSBLTY without Cause. VSBLTY may terminate this Agreement without cause upon sixty (60) days prior written notice to Client. VSBLTY shall continue to provide all Services to be performed and Work to be delivered under any outstanding SOW until completion of such Services and Work and shall invoice Client for any such Services or Work pursuant to the terms of the applicable SOW, and Client shall promptly remit payment in accordance with Section 4 above. If Client does not desire VSBLTY to continue to perform Services and Work after notice of termination hereunder, VSBLTY agrees to return all payment received from Client prior to the date of notice for which Services have not been rendered on behalf of Client.

E. Termination by VSBLTY for Cause; Suspension of Work. In the event that Client has not paid any invoice not subject to a bona fide dispute, or the undisputed portion thereof, within sixty (60) days of when due, or Client has otherwise breached this Agreement, VSBLTY may terminate this Agreement by giving Client thirty (30) days prior written notice with respect to the nonpayment of any invoice or the undisputed portion thereof or any other breach. If Client pays such invoices or cures such breach within such notice period, VSBLTY shall not terminate this Agreement. Client and VSBLTY shall work diligently and in good faith to resolve any disputed invoices or portions thereof. As an alternative to termination of this Agreement for nonpayment, VSBLTY may determine in its sole discretion to suspend any Work or Services being performed pursuant to any SOW under this Agreement at any time after any invoice issued by VSBLTY has not been paid by Client for sixty (60) days past its due date,



or if Client becomes insolvent or a party to or acquiesces in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Client and its ability to pay its debts as they become due. In such case, VSBLTY shall provide Client with notice of the suspension of Work or Services at least two (2) days prior to the effectiveness of the suspension and shall reinstitute work as promptly as practicable after payment of such invoice in full or, in the case of insolvency or bankruptcy of Client, such time, if any, when VSBLTY shall become sufficiently comfortable in its sole discretion with Client's financial position to continue providing Services.

F. Termination on Change of Control. VSBLTY shall notify Client within thirty (30) days of a change of control. Client may terminate this Agreement on thirty (30) days' notice to VSBLTY in the event VSBLTY becomes subject to a change of control, provided that, the right of termination under this Section 16.E. must be exercised within sixty (60) days of receipt of notice of such change of control.

G. Termination for Bankruptcy. Either Party may terminate this Agreement by written notice to the other Party and may regard the other Party as in default of this Agreement, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs or is likely to occur, the Party directly involved in such event(s) shall immediately notify the other Party thereof.

H. Unauthorized use of equipment. If at any time the COMPANY or the CUSTOMER makes any unauthorized changes to the technology solution (i.e. equipment, software) provided by VSBLTY that results in a noticeable degradation in performance then VSBLTY will have the right to terminate the Agreement following written notice to COMPANY or CUSTOMER, as the case may be, if such degradation is not cured within 3-businesss days. The COMPANY or CUSTOMER as the case may be, will be liable for any loss of advertising revenue if there is a failure to cure.

18. Insurance. VSBLTY and Client shall maintain their respective standard insurance coverages throughout the term of this Agreement. At a minimum, VSBLTY insurance coverage will include at least \$1,000,000 of general liability coverage as well as workers' compensation coverage in the applicable required statutory amounts.

19. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Change of control in ownership of a party, whether by merger or asset or equity sale, shall not be deemed to be an assignment; provided that the party whose control of ownership changes provides prompt written notice of the event to the other party, and the successor assumes all of the obligations of the acquired party under this Agreement. Reconstitution of Client under an alternative corporate structure shall not constitute an assignment hereunder.



20. Notices. Any notice or communication from one party to the other concerning the terms of this Agreement shall be in writing and shall be sent by Certified Mail, return receipt requested and postage prepaid or by national commercial overnight courier, such as Federal Express, UPS or Airborne Express, to the address specified herein or such other address as either party may in the future specify in writing to the other. Notices sent by certified mail shall be deemed received on the third business day after mailing; notices sent by commercial overnight courier shall be deemed received when delivered according to the records of the courier.

21. Dispute Resolution. In the event of any bona fide dispute between the parties regarding performance of Services under this Agreement, and prior to the commencement of any formal proceedings, the parties will attempt in good faith to reach a negotiated resolution by designating a representative of appropriate authority to resolve the dispute and bringing the disputed matter to the attention of the other party in writing. Neither party will bring an action related to such dispute until forty-five (45) days after notice of the dispute. The parties agree to waive their right to a jury trial.

22. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania. The Parties hereby consent to the exclusive jurisdiction of the courts located in Philadelphia, PA, and expressly waive any objections or defenses based on lack of personal jurisdiction or venue in connection with any dispute arising out of or relating to this Agreement. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

23. Amendment. This Agreement may be modified or amended only by a writing signed by the authorized representatives of both parties.

24. Entire Agreement; Non-Applicability of Terms in Purchase Orders; Precedence of Documents. This Agreement, the attached Exhibits, if any, any attached SOW, and the License Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon the parties in accordance with its terms. There are no understandings, representations or agreements other than those set forth herein. Any additional terms and conditions supplied by one party to the other in the course of the engagement contemplated hereby, such as oral representations of personnel or terms contained in standard purchase orders or sales orders, shall have no legal force and effect to the extent they are different from or conflict with any terms and conditions set forth herein. In the event of any conflict between any terms set forth in this Agreement and any terms set forth in an Exhibit or SOW, the terms set forth herein shall prevail, unless otherwise specifically stated in such other document.

25. Force Majeure. Neither party shall be liable to the other for any failures or delays in the performance of any obligations hereunder to the other party arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences. Performance times under this



Agreement shall be considered extended for a period of time equivalent to the time lost because of any failure or delay; provided, however, that if any such failure or delay shall last for a period of more than twenty (20) consecutive days, except in the case of delays for product availability in which a reasonably equivalent alternative may be substituted without any undue expense or inconvenience to either party, the party not relying on the failure or delay, at its option, may terminate this Agreement.

26. Waiver. Any waiver of any right or default shall be effective only in the instance given and shall not operate as or imply a waiver of a similar right or default on any other occasion. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

27. Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

28. Exclusive Services Provider. VSBLTY is the exclusive services provider of Company for services outlined in this agreement as well as future statements of work. Unless express written consent is provided, Company shall not entrust any other third party.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth above.

VSBLTY Groupe Technologies, Inc.

Wireless Guardian

By: /s/ Jay Hutton

By: /s/ Jason Dumas

Name: Jay Hutton

Name: Jason Dumas

Title: CEO

Title: CEO

Date: _____

Date: _____