

Master Service Agreement

WHEREAS, aNetworks is knowledgeable with regard to Internet technologies, computer hardware and software, systems engineering and design, computer networking systems and operations, and current developments in the computer networking industry; and

WHEREAS, aNetworks is ready, willing and able to provide the Client with computer hardware, software, and support services to allow Client to conduct its business on the terms and conditions set forth herein; and

WHEREAS, Client is desirous of procuring certain computer hardware, software, and support services from aNetworks on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Terms and Conditions

1. Scope of Services. Company agrees to assist Client with professional services and as set forth in one or more applicable "service agreements" that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services"). To be effective, each "service agreement" shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each "service agreement" is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement and any "service agreement", the language of the "service agreement" shall control, but only with respect to that particular "service agreement". Company shall perform all Services in accordance with the relevant best practices for the managed service provider industry, as well as those service levels explicitly described in any relevant "service agreement".
2. Payment Terms. Invoices for all charges are to be paid on or before **twenty (20)** days from the date of the invoice. If said fee is not paid by the **thirtieth (30th)** day of the date of the invoice, aNetworks reserves the right to deny or alter any and all services offered to the Client until said fee is paid. aNetworks will initiate third party collection procedures if said fee is not paid by the **sixtieth (60th)** day of the date of the invoice. aNetworks will accrue a finance charge to all outstanding balances that are not paid within the terms indicated on each invoice.
3. Hardware Procurement. Should Client purchase hardware from a party other than aNetworks and there be problems resulting from delivery delays, failure of Client to verify complete delivery, defective hardware, or incorrect hardware being ordered, Client agrees to pay to aNetworks any additional time charges required as a result of dealing with hardware procurement problems or delays. The purchase of goods from aNetworks shall be considered to be independent and separate from the purchase of services from aNetworks, even if both goods and services shall be included in the same Statement of Work or Agreement. Client's obligation to pay for goods ordered from aNetworks is independent and separate from the obligation of Client to pay for any services delivered by aNetworks. All purchases of goods by Client shall be deemed final at the time the order is placed, unless the manufacturer or distributor of the goods from which aNetworks ordered them is willing to provide a refund for their return.
4. Testing. Client acknowledges that information technology systems are complex and that their performance is affected by a number of factors, many of which are outside of aNetworks' control. Without testing of goods and/or services in a test environment closely resembling Client's then-current network infrastructure, both parties acknowledge that it is difficult or impossible to ensure that those goods and services will function as expected when implemented in Client's live network environment. If, for cost or other reasons, Client chooses not to have aNetworks perform such testing, Client agrees to hold aNetworks harmless from any claims related to the difference in the performance of the goods or services from that expected by Client and/or aNetworks.
5. Term and Termination. Services provided are defined as satisfactorily completed when the issue(s) requiring technical expertise have been resolved and remain resolved for a period of 72 hours without third-party or end-user interference or alteration of systems operation and/or configuration.

INITIALS _____



6. Acceptance. If Client does not dispute any invoice in writing within ten (10) days of receipt of that notice, then the facts stated in that notice shall be deemed agreed upon by Client for all purposes. If Client disputes the facts stated on the invoice in writing within ten (10) days, then Client's written notice of dispute must state the particular aspects of the invoice that Client asserts are not satisfactorily completed. Client agrees to pay at a minimum 85% of the total estimated price of the services delivered under the invoice and may withhold a maximum of 15% of the total price of the services delivered under the invoice subject to completion of the outstanding items identified in Client's written notice of dispute.
7. Third Party Goods and Services. An important part of aNetworks' service is offering a single point of contact for Client's IT needs. To this end, Client may order from aNetworks, goods and services manufactured, produced and/or delivered by third parties. Client agrees that such third parties are and shall be solely responsible for the performance, quality, merchantability, fitness for any general or specific use, and for any and all warranty coverage for such goods and services, and that aNetworks is not liable for any warranty concerning such goods and services or for any losses resulting from any defect or failure of such third party goods or services sold or provided to Client. Although aNetworks may assist with procuring, installing, servicing, returning, and exchanging such goods, Client agrees to pursue all performance, defective product, quality, and/or breach of warranty or other claims related to such goods and services against the third party manufacturers, designers, producers, and providers and not against aNetworks. Client acknowledges that some goods and services cannot be returned or cancelled once ordered. At the request of Client, aNetworks agrees to make a reasonable attempt to return goods to their manufacturer or distributor. However, Client agrees that aNetworks is under no obligation to take back from Client any goods ordered from aNetworks if aNetworks is unable to return those same goods to their manufacturer or distributor. For third party goods ordered from aNetworks, risk of loss or damage shall pass to Client at the time such goods are tendered to a common carrier for shipment to Client unless Client purchases shipping insurance from aNetworks.
8. Use of Developments by aNetworks. aNetworks conducts research and development activities related to its goods and services offerings. All right, title and interest in any inventions, proprietary technology, or intellectual property protectable by copyright or other such law and developed by aNetworks shall be and remain the exclusive property of aNetworks, though during the course of providing service aNetworks may allow Client a nonexclusive royalty-free right to use such property if it is included as part of aNetworks' service offerings. Client's right to use such property, if any, shall terminate upon termination of this Agreement.
9. Multiple or Different Client/User Parties. "Client Affiliate" means any entity that (i) is a parent, subsidiary, or stockholder of Client; (ii) has at least one executive officer, director, or equity owner who is also an executive officer, director, or equity owner of Client; or (iii) shares any office space, personnel or equipment with Client. If any Client Affiliate receives, uses, or shares the use of any software, hardware, systems or other goods installed, provided, sold or serviced by aNetworks, then Client stipulates that Client has signed and agreed to be bound by this Agreement both on its own behalf and as authorized agent with actual authority for such Client Affiliate. If a Client Affiliate receives, uses, or shares the use of any software, hardware, systems or other goods installed, provided, sold or serviced by aNetworks, then such Client Affiliate is jointly and severally liable for all obligations of Client.
10. Confidentiality.
 - (a) aNetworks operates under a high-level of security and confidentiality for Client's security and protection. aNetworks will only accept dispatch or service modification orders from a maximum of three individuals, each who must be designated in writing by the Client to aNetworks upon the execution of this Agreement, one of whom must be directly responsible for the operation and supervision of all data and/or communication services. aNetworks regards data and network security with a high level of respect and confidentiality, and will assist Client in developing a solid, strategic plan to maintain a high-level of security on their network for data protection.
 - (b) aNetworks shall hold in the strictest confidence all information that Client or its affiliates may furnish to aNetworks and/or aNetworks may observe while on Client's premises rendering Services to Client, which information may include, but is not limited to, technical, business and client information (including personal information as defined in 201 CMR 17.02, as modified and in effect from time to time), plans, products, processes, equipment, and production facilities ("Confidential Information"), taking all reasonable measures to ensure confidentiality. aNetworks shall limit disclosure of Confidential Information to only those individuals as the parties consider necessary and only after such individuals have undertaken to comply with the confidentiality obligations provided for in this Agreement. In turn, Client will keep all technical information, system addresses, systems design, and information of its own network and the network,

processes, procedures, and design methodology of aNetworks confidential. Furthermore, Client agrees to not disclose confidential or proprietary information provided by or through aNetworks, its vendors, agents, affiliates, or subcontractors to external parties without the express written permission of aNetworks, except that the Client may disclose technical information, system addresses, component information, codes and passwords, and system design information relative to its own network to other vendors as may be necessary from time to time to maintain and upgrade the content and functionality of the Clients' network at its own discretion.

- (c) Client shall not make reproductions, copies or disclosures to others of any portion of Confidential Information, except with the previously obtained written permission of aNetworks and as accepted here in.
 - (d) aNetworks' obligation to maintain confidentiality shall not apply to any Confidential Information which: (i) at the time of disclosure is in the public domain; (ii) after disclosure, becomes part of the public domain, by publication or otherwise, through no fault of aNetworks; (iii) at the time of disclosure is already in aNetworks' possession, and such prior valid possession can be demonstrated in writing by aNetworks; (iv) is subsequently made available to aNetworks by an independent third party; *provided, however*, the third party has a lawful right to make such disclosure and that such Confidential Information was not obtained by said third party, directly or indirectly, from Client; or (v) is required by law or judicial decree to be disclosed though if so obligated, aNetworks shall make known to said government body or court the proprietary nature of Confidential Information and make any applicable claim of confidentiality with respect thereto, and shall give Client timely advance notice of such requirement to disclose.
 - (e) No right or license is granted by aNetworks to Client hereunder or by the disclosure of Confidential Information.
 - (f) No right or license is granted by Client to aNetworks hereunder or by the disclosure of Confidential Information.
11. Intellectual Property Rights. aNetworks represents and warrants that the service, coding and content it supplies to Client does not infringe any copyright, trademark, patent or the trade secrets of any third party, or otherwise violate this Agreement or any applicable law. aNetworks shall indemnify and hold Client harmless from all liability arising from any such claim, pursuant to the Indemnification Section of this Agreement.
12. aNetworks' Representations, Warranties and Covenants. aNetworks represents, warrants and covenants to Client on behalf of itself, its employees, subcontractors and agents that:
- (a) aNetworks is engaged in the business of providing Services and possesses the requisite expertise, knowledge, skill, and ability to perform and complete the Services in a competent, professional, and workmanlike manner.
 - (b) aNetworks represents, warrants and covenants that it is capable of maintaining appropriate security measures to protect personal information provided to it consistent with the 201 CMR 17.00 et seq. and applicable federal regulations. aNetworks further represents, warrants and covenants that it has adopted and implemented a written comprehensive information security program in compliance with 201 CMR 17.00 et seq. and that said comprehensive information security program includes a security system covering aNetworks' computers and wireless systems. aNetworks agrees that it will maintain its written comprehensive information security program in effect throughout the term of this Agreement. In accordance with the comprehensive information security program established by aNetworks, aNetworks will notify the Client if aNetworks learns of a breach of security relative to any personal information maintained by the Client or information the Client has provided to aNetworks pursuant to this Agreement.
 - (c) aNetworks shall provide Services in a professional and workmanlike manner and shall comply with applicable federal, state, county, municipal, and other local laws, regulations, ordinances and rules that are now or may in the future apply to the Services. aNetworks shall provide the Services in a manner that is consistent with all Client policies and procedures applicable to the Services and Client's obligation to ensure the confidentiality of personal information maintained and utilized by the Client, provided that the Client submits to aNetworks a written copy of each such policy or procedure adopted and implemented by the Client, including all applicable modifications, amendments and updates to said policies or procedures. aNetworks shall use its best efforts to provide the Services in a timely manner in accordance with this Agreement. aNetworks shall maintain required permits, licenses, approvals, and documentation in order to provide and complete the Services in compliance with federal, state, and local laws, regulations, ordinances, and rules.
 - (d) aNetworks represents and warrants that it has obtained from all third party vendors written certification that such vendors have adopted and implemented a written comprehensive information security program, including a security system covering the vendors and computers and wireless systems, that complies with

201 CMR 17.00 et. seq. and that the vendors are aware of, and agree to be bound by, the provisions of MGL c. 93H and MGL c. 93I. In accordance with their comprehensive information security programs, the third party vendors have agreed that they will notify aNetworks and the Client if the vendor learns of a breach of security relative to any personal information maintained by them on behalf of the Client.

13. Client Responsibility

- (a) Client acknowledges that to the extent it owns or licenses personal information as set forth in 201 CMR 17.00 et. seq. that it is obligated to adopt and implement a written comprehensive information security program in compliance with 201 CMR 17.00 et. seq. Furthermore, Client acknowledges that to the extent it owns or licenses personal information it is subject to MGL c. 93H and MGL c. 93I and other applicable state and Federal statutes and regulations. aNetworks is not, and shall not be, responsible for ensuring that the Client complies with 201 CMR 17.00 et. seq., MGL c. 93H, MGL 93I or any other applicable state or Federal statute or regulation, such compliance shall be the sole obligation of the Client. Moreover, aNetworks is not responsible for establishing or maintaining a security system covering the Client's computers and wireless systems.
- (b) The Client acknowledges that it is responsible for encrypting all data being transmitted off-site prior to such data being transmitted.

14. Indemnification. Client will hold aNetworks harmless in any case in which aNetworks has made specific written representations including but not limited to electronic (i.e. email to an authorized representative of the Client) directing or requesting actions be taken by Client to become compliant or avoid infringement of a patent, copyright, licensing agreement, or other proprietary right or violation of a trade secret of any third party and Client shall fail to take reasonable actions to do so; or in the event of any negligent act or omission or willful misconduct of Client or its employees, agents or subcontractors, excluding aNetworks, and which act results in: (i) any bodily or personal injury, sickness, disease or death alleged on the part of any person; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting there from; or (iii) any violation of any statute, ordinance, or regulation.

In addition, each party shall indemnify and hold harmless the other party, its agents, officers, directors and employees against any and all liability, loss, damages, penalties, costs or expenses, including reasonable attorneys' fees, which such party may sustain, incur or be required to pay, as a result from, arising out of, or in connections with the other party's failure to comply with 201 CMR 17.00 et seq., MGL c. 93H, MGL c. 93I, or any other applicable state or Federal statute or regulation regarding personal information.

Each party shall provide the other party with written notice within a reasonable time after such party becomes aware of a claim for which it will seek indemnification hereunder. No settlement or payment of any claim for loss, injury or damage or other matter as to which the non-breaching party may be charged with obligation to make any payment or reimbursement shall be made by the breaching party without the written prior approval of the non-breaching party.

15. Limitations on Liability and Damages. aNetworks agrees to follow reasonable industry practices and standards in providing goods and services to Client. However, both Parties acknowledge that it is impossible to guarantee the trouble-free performance of computer hardware and software, even when installed and maintained according to reasonable industry practices. Therefore, Client and aNetworks agree to certain limitations of liability and damages.

In no event and under no legal theory, cause of action or claim of liability or damages shall aNetworks be liable to Client for any of the following:

- (a) Any consequential, incidental, exemplary, punitive, or multiple (double, treble or otherwise) damages or losses.
- (b) Except in the event of gross negligence by aNetworks, the loss of any of Client's data or third party data or loss of privacy of data on Client's systems, that many occur on equipment or systems installed or serviced by aNetworks or any damages resulting there from.
- (c) Any damages, losses, expenses and attorney's fees that in the aggregate exceed the service fees paid by Client to aNetworks for services that were rendered during the six month period immediately preceding the date that Client first asserts the claim against aNetworks, except in the event that aNetworks hires a Client's employee or that aNetworks commits a felony against Client.
- (d) ANETWORKS (INCLUDING THEIR EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS) SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT OR AS THE RESULT OF THE UNAUTHORIZED ACQUISITION OR USE OF PERSONAL INFORMATION. THIS LIMITATION SHALL APPLY

WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, OR CLIENT, OR ANETWORKS (OR THEIR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Force Majeure. Delays or failure of aNetworks in the performance of the Services shall be excused only for events clearly beyond the control of aNetworks including, but not limited to, such events as acts of God, wildfire, flood, war and government action, terrorism, epidemic or pandemic, provided that a reasonable attempt of prompt notice of such event and of the anticipated delay is given and aNetworks is diligent in attempting to remove or cure such cause(s) and to mitigate the delay.
17. Assignment. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
18. Subcontractors. aNetworks is responsible for negotiating its contracts with subcontractors and shall, to the extent applicable to the Services to be done by each subcontractor, bind each by the terms of this Agreement, including the confidentiality, warranty and indemnity obligations set forth in this Agreement. aNetworks shall promptly pay all bills incurred by aNetworks or its subcontractors in performance of the Services hereunder, including, without limitation, bills for labor, services, equipment and materials. aNetworks shall not permit any lien or charge to be fixed, filed, or otherwise assessed against Client. Any losses due to defalcation by subcontractor in connection with any advance or prepayment made in breach of the foregoing provision shall be incurred at aNetworks' sole expense.
19. Arbitration and Legal Fees. In the event aNetworks breaches this Agreement or aNetworks and Client have other disputes needing 3rd party resolution, aNetworks and Client agree to try to resolve these breaches or disputes first by amicable negotiation for a period of 60 days, then through binding arbitration, pursuant to the rules of the American Arbitration Association. Such arbitration shall take place in Plymouth County, Massachusetts. aNetworks will hold client responsible for all reasonable arbitration, legal fees, and expenses.
20. Independent Contractor. aNetworks is and shall be an independent contractor in the performance of the Services. Client shall not exercise control over aNetworks, its employees, subcontractors or agents, except in so far as may be reasonably necessary to ensure performance of Services and compliance with this Agreement. Nothing in the Agreement shall be construed to designate aNetworks, its subcontractors, agents, or assigns as the employees, subcontractors, partners, or agents of Client or Client's affiliated companies.
21. Hiring of Employees; Liquid Damages. Neither Client nor aNetworks shall during the Term or for a period of two years after the expiration or termination of the Term, knowingly hire as an employee or engage as a contractor, whether part-time or full-time, any person who then is or at any time in the preceding two-year period was an employee of the other Party. Each Party stipulates and admits that its hiring or engagement of any employee or former employee of the other Party is likely to cause irreparable damage to the other Party that would be difficult or impossible to ascertain or prove and for which the amount of damages would be difficult or impossible to prove. Accordingly, each Party agrees that any breach of this paragraph shall obligate the breaching Party to pay to the other Party on demand, as liquidated damages, an amount equal to two times that employee's or former employee's departing or final salary at the other Party. This provision is mutual, and each Party agrees that this provision does not provide for unreasonably large liquidated damages.
22. Client Credit Status. Client and the authorized representative signing on behalf of Client hereby represent and warrant to aNetworks that the authorized representative is in a position to know Client's financial condition and that, to the best of his/her knowledge, Client is financially solvent and is current in the payment of its debts and bills.
23. Remedies. The sole remedy provided by aNetworks to Client under this Agreement, aNetworks only agrees to reimburse Client monies paid under this Agreement or such other amount as allowed under Section [15](#) and [21](#) hereof. Client recognizes the Services aNetworks is providing in this Agreement do not include protecting the Client network from network breach, intrusion, information gathering, or Virus outbreak.
24. Severability. In the event that any of the provisions, or portions thereof, or interpretations by the parties or by either party of any provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Client and aNetworks agree that the court shall enforce such provision to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.
25. Modification. This Agreement shall not be modified except by mutual agreement of the parties in writing.

26. Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without respect to its choice of law principles.
27. Entire Agreement. Collectively, the terms of this Agreement, Addendum and Appendices comprise the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior and contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter.

Time and Materials, Block Time, StorSite, and Network Assessment Agreements

1. Service. aNetworks will provide services for Client at the fair and agreed upon fee. All services will be provided on a priority basis with no response time guarantees. All services will be provided between the hours of 8:30 a.m. and 5:30 p.m. (Eastern Time), unless previously agreed upon. Any work that is executed outside of these hours or outside of aNetworks' regular operating schedule will be subject to a calculated time of one and a half (1.5) times the total time worked. Client may also request aNetworks to escalate any problem to a Priority 911, which guarantees any problem will be responded to within one hour. Any work that is escalated will be subject to a calculated time of two (2) times the total time worked. Any work that is executed under the 911 provision outside of aNetworks' regular operating schedule will be subject to a calculated time of three (3) times the total time worked. Travel fees of \$100.00 per hour, billed in 15 minute intervals, port to port will be charged for all on-site visits.

StorSite and aManage Complete Care Plus Agreements

1. Terms of Use. Client shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.
2. Return Policy. There are no refunds. Equipment cannot be traded in or upgraded. Additionally, the Equipment cannot be modified in any way or the warranty is voided. This includes adding memory or hard drives which includes adding software applications. This also includes the removal of back up images, unless expressly directed to do so by aNetworks.
3. Warranties; Firmware Upgrades, Disclaimer. The Equipment is fully warranted for the life of this agreement. Software used to perform backup and virtualization will be maintained and updated by aNetworks at no additional cost as long as the warranty is in effect. Replacement parts will be shipped via next day business air. The faulty equipment should be returned in the time allotted following the aNetworks Returned Merchandise Agreement (RMA) or else the Client will be charged for the replacement parts. If it is determined the equipment has been tampered with or it is not faulty, the Client will bear the freight and shipping costs for the replacement part as well as the shipping costs of the original part. aNetworks reserves the right to modify or discontinue such limited warranty at any time, in its sole discretion, upon advance written notice to Client. aNetworks undertakes and warrants that the Products it ships will meet the specifications and that it will convey good title to the Products free from any security interest, lien, or encumbrance.
4. Theft, Destruction or Damage to Equipment. Client hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Client under this agreement which shall continue in full force and effect through the term of the agreement. If the Equipment is stolen, destroyed or damaged, the monthly payments are still owed and payable for the duration of the payment plan.
5. Surrender. Upon the expiration or earlier termination of this, Client shall return the Equipment to aNetworks in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Client's cost and expense to such place as aNetworks shall specify within the city or county in which the same was delivered to Client.
6. Insurance. Client shall procure and continuously maintain and pay for:
 - (a) All risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming aNetworks as loss payee, and;
 - (b) Combined public liability and property damage insurance with limits as approved by aNetworks, naming aNetworks as additionally named insured and a loss payee.

The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to aNetworks, shall provide at least thirty (30) days advance written notice to aNetworks of any cancellation, change or

- modification, and shall provide primary coverage for the protection of Client and aNetworks without regard to any other coverage carried by Client or aNetworks protecting against similar risks. Client shall provide aNetworks with an original policy or certificate evidencing such insurance. Client hereby appoints aNetworks as Client's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement.
7. Taxes. Client shall keep the Equipment free and clear of all levies, liens and encumbrances. Client, or aNetworks at Client's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of aNetworks or Client. However, Client shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of aNetworks to the Equipment; provided, Client shall reimburse aNetworks for any damages or expenses resulting from such failure to pay or discharge.
 8. aNetworks' Payment. In case of failure of Client to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Agreement, aNetworks shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to aNetworks with the next installment of rent, and failure to repay the same shall carry with it the same consequences, including interest, as failure to pay any installment of rent.
 9. Default. If Client fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Client fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Client, aNetworks shall have the right to exercise any one or more of the following remedies:
 - (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Client.
 - (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
 - (c) To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Client hereby waives any and all damages occasioned by such taking of possession.
 - (d) To terminate this Agreement.
 - (e) To pursue any other remedy at law or in equity.Notwithstanding any repossession or any other action which aNetworks may take, Client shall be and remain liable for the full performance of all obligations under this Agreement. All of aNetworks' remedies are cumulative, and may be exercised concurrently or separately.
 10. Bankruptcy. Neither this Agreement nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Client, or if the Client is adjudged insolvent, or if Client makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Client is a party with authority to take possession or control of the Equipment, aNetworks shall have and may exercise any one or more of the remedies set forth in Section labeled "DEFAULT" hereof; and this Agreement shall, at the option of the aNetworks, without notice, immediately terminate and shall not be treated as an asset of Client after the exercise of said option.
 11. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of aNetworks; and the Client shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.
 12. Additional Documents. If aNetworks shall so request, Client shall execute and deliver to aNetworks such documents as aNetworks shall deem necessary or desirable for purposes of recording or filing to protect the interest of aNetworks in the Equipment including, but not limited to a UCC financing statement.