

Customer Master Services Agreement

THIS CUSTOMER MASTER SERVICES AGREEMENT (the "MSA") is made between you, the recipient of Services ("Customer") and Just Ask that Guy Inc. ("That Guy" and "Ask That Guy Technical Services"). "Customer" may include Customer's parent, subsidiaries and affiliates (collectively, "Affiliates") who have been approved by That Guy pursuant to Section 2.5 below to purchase Services hereunder. That Guy and Customer agree to the following terms and conditions:

1. Services

1.1. Services and Service Agreements. This MSA shall apply each time Customer engages That Guy to provide services. All services provided by That Guy under this MSA will be described in one or more Service Agreements (the "Services"). "Service Agreements" are order forms or service contracts that incorporate the terms of this MSA, including: (i) "Service Descriptions" found at <http://justaskthatguy.com/?cat=48>; (iii) "Technical Specification Form(s)", (iii) any "Statement(s) of Work" ("SOW"); and other mutually agreed upon documents. The MSA and each Service Agreement will be interpreted as a single agreement, independent of each other Service Agreement. In no event will the description of Services under any Service Agreement be deemed by implication or otherwise to exclude any Services described in this MSA or another Service Agreement.

1.2. Exclusions. "Services" do not include Third Party Products (defined below) or third party branded services ("Third Party Services") that may be purchased by Customer from a third party or procured for Customer by That Guy, including without limitation extended warranties on Third Party Products offered by the manufacturer thereof. Any Third Party services are however, are covered by 11. LIMITED WARRANTY & LIMITATION OF LIABILITY; HIGH-RISK DISCLAIMER (below)

1.3. Order of Precedent. In the event of a conflict between the terms of the MSA and a Service Agreement, the terms of these documents will be interpreted according to the following order of precedence: (1) Service Agreements and (2) the MSA.

2. Terms of Purchase

2.1. Requests for Service; Quotes and Orders. All orders for Services must specify That Guy's quotation number (if any), and reference the Service(s) requested and invoice address. All orders are subject to acceptance by That Guy. If Customer orders on-line, That Guy may issue to Customer; user names and passwords (the "Purchase Codes"). By accepting and using the Purchase Codes, Customer acknowledges the validity of an electronic order, which shall be deemed to be a writing for all purposes hereunder, and agrees to be responsible for full payment of any Services ordered using Customer's Purchase Codes. Customer is responsible for keeping the Purchase Codes confidential and controlling their use.

2.2. Prices. The prices charged for Services purchased under this MSA will be That Guy's "then-current" charges for such services in each geographic region or as quoted by That Guy. That Guy reserves the right to revise pricing if prices for Services are based upon written assumptions and those assumptions are determined inaccurate. If Customer and That Guy are not able to reach agreement on the revised pricing, Customer or That Guy may terminate the applicable Service Agreement. All prices are exclusive of all applicable federal, provincial, local or harmonized sales, use, value added, excise, privilege, franchise and similar taxes. If the Services are being performed on a time and materials basis, any estimates provided by That Guy are for planning purposes only. Any required deposits are non-

refundable unless otherwise authorized by That Guy. Refunds on hardware are subject to a 25% restocking non-refundable restocking fee. There are no refunds on ordered, opened or registered software.

2.3. Additional Fees; Taxes. Customer shall be responsible for all applicable taxes and fees assessed or imposed upon the Services provided or the amounts charged under this MSA, including any sales, use, excise, value-added, or comparable taxes, but excluding taxes related to That Guy's net assets or net income or for which Customer has provided a valid resale or exemption certificate. Should any payments to That Guy become subject to withholding tax, then Customer shall deduct these taxes from the amount owed to That Guy and pay the taxes to the appropriate tax authority in accordance with the laws thereof. Customer shall promptly provide That Guy with receipts or other applicable evidence of substantiating the payments as required under the laws of the applicable taxing authority. That Guy shall not be liable for any withholding tax, penalty, or interest due as a result of Customer's failure to withhold any applicable tax. Taxes imposed on That Guy in connection with the Services purchased under this will appear as separate items on That Guy's invoices.

2.4. Invoicing and Payment. Hardware and software purchases are 50% deposit due at the time of order and the remainder due on delivery. For hourly and managed billed services the customer's payment terms will be net thirty (30) days from the date of invoice, subject to continuing credit approval by That Guy. Customer will pay That Guy in Canadian dollars, as invoiced by That Guy. Additional charges may apply if Customer requests Services that are performed outside contracted hours or are beyond the normal coverage for the particular Service. Some exceptions apply for customers on the Executive level managed service contract. For invoices not paid within thirty (30) days of the invoice date, That Guy reserves the right to charge Customer interest at a rate of 1.5% per month (19.56% per year) applied against undisputed overdue amounts, plus costs of collection and reasonable legal fees. Customer may not withhold payment of any invoice on the basis of any dispute, including dissatisfaction with the Services, other than on the basis of a clear error on the face of the invoice including, for example, a calculation error or a quantity error. Payment by Customer shall not preclude Customer from questioning any charges that Customer believes to be improper or incorrect, within a reasonable period of time. In addition, That Guy may, without waiving any other rights or remedies to which it may be entitled, decide not to accept additional orders from Customer and/or seek collection of all amounts due, including reasonable legal fees and costs of collection

2.5. Purchases by Affiliates. Unless otherwise agreed in writing, any Affiliate who submits an order to That Guy for Services shall agree to abide by the terms of this MSA. That Guy, in its sole discretion, may discontinue selling Services to any Affiliate or may require additional payment and/or credit conditions for such Affiliate. Customer hereby unconditionally guarantees complete and timely payment of any and all amounts due to That Guy from any Affiliate and fulfilment of such Affiliate's obligations under this Agreement.

2.6. Purchases from a Third-Party Reseller. This Section 2.6 shall not apply to Customers who purchase Services directly from That Guy. If Customer purchases from an authorized party other than That Guy (each a "Reseller"), then Customer acknowledges that its payment for the Services is subject to the agreement between the Customer and the Reseller (the "End-User Reseller Agreement"). Otherwise, Customer agrees that this MSA, except for the "Terms of Purchase" provisions above, shall apply to such Customer's use of the Services notwithstanding anything to the contrary in the End-User Reseller

Agreement. That Guy shall not be liable to Customer for any representations, warranties, indemnities or damages beyond those set forth in this MSA. Customer acknowledges that to the extent That Guy does not receive payment for the Services from the Reseller; That Guy shall have the right to suspend or terminate the Services until such payment is received. That Guy shall have no liability to Customer for such suspension or termination of Services and Customer shall look solely and exclusively to the Reseller for any and all damages and liability associated with such suspension or termination of the Services.

3. Term & Renewal

3.1. Term of MSA. This MSA has a one year term, beginning on the earlier of the date on Customer's invoice with That Guy, the date on which Service delivery begins or the date on which your use of the Service begins ("Effective Date"). The MSA will automatically renew on the anniversary of the Effective Date for subsequent one year terms ("Term") unless terminated in accordance with Section 4 below.

3.2. Term of Service Agreement. Each Service Agreement will continue for the term stated therein, unless otherwise terminated pursuant to this MSA. In addition, That Guy may, at its option, propose to renew the Service by sending Customer an invoice or continuing to make the Service available to Customer. Customer may (where permitted by law) agree to such renewal of the Service by paying such invoice by its due date or by continuing to use the Service. If Customer renews a Service Agreement by continued use of the Service, Customer will be invoiced in a manner substantially similar to their initial term of Service.

4. Termination

4.1. Termination of MSA. Either party may terminate this MSA for convenience by providing at least thirty (30) days prior written notice to the other. Termination of this MSA for convenience will not terminate any outstanding Service Agreement that provides for a specific term over which the Services are to be provided. In such case, this MSA, as incorporated into the Service Agreement, and the Service Agreement that provides for a specific term will remain in effect for the remainder of such term. Upon termination of this MSA, all rights and obligations of the parties under this MSA will automatically terminate except for rights of action accruing prior to termination, payment obligations, any obligations that expressly or by implication are intended to survive termination and any obligations as they relate to an existing Service Agreement.

4.2. Termination of Service Agreement. Either party may terminate an individual Service Agreement if the other party commits a material breach of such agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more Service Agreements will not terminate this MSA.

4.3. Additional Termination Right. That Guy may terminate the MSA or a Service Agreement, immediately and without advance notice, where Customer is verbally or physically abusive to, or verbally or physically threatens in any manner, That Guy's personnel.

5. Third-Party Products & Warranties

5.1. Third Party Products. "Third Party Products" means any third-party hardware, services or software licensed, purchased and/or used by Customer. Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if That Guy or anyone else, other than

the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). THAT GUY DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE THAT GUY SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between Customer and That Guy, Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. That Guy shall have no liability for Third Party Products and Customer shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.

5.2. Use Rights. From time to time That Guy may be required to use such Third Party Products in the course of providing Services. Except as otherwise specifically agreed to in a Service Agreement, Customer authorizes That Guy (or otherwise obtains the rights for That Guy) to copy, install and modify, when necessary and as required by the Service Agreement, all Third Party Products, including software, or hardware, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. Customer warrants and covenants to That Guy that it has obtained any licenses, consents, regulatory certifications or approvals required to give That Guy and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creating derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

6. Proprietary Rights

6.1. Deliverables. Except as otherwise specifically agreed to in a Service Agreement, That Guy will retain exclusive ownership in all Deliverables created by That Guy hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by That Guy under this MSA. Subject to payment in full for the applicable Services, That Guy grants Customer a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely in the country(ies) in which Customer does business and solely for Customer's internal use. "Deliverables" means the tangible and intangible materials, including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations that are prepared by That Guy or its subcontractors in the course of performing the Services.

6.2. Tools & Software. That Guy will retain all intellectual property rights with respect to the processes, tools and software related to the Services. Any use by Customer, including the execution, reverse engineering, decompilation, reproduction, modification, distribution, transmission, republication, display, transfer or performance, except as specifically permitted by That Guy during the term of Services is prohibited

7. Customer Use of Hosted or Online Services, Platforms, Tools, and Applications

Certain Services consist of, or make use of, or require the Customer to use or access hosted or online services, platforms, tools, and applications ("Software-Enabled Services"). All such use and access of Software-Enabled Services by the Customer will be in connection with and pursuant to the terms of the That Guy Services License Agreement & Acceptable Use Policy ("AUP") available at <http://justaskthatguy.com/?cat=48>. By accessing, downloading, installing, activating or otherwise using Software-Enabled Services, in any manner, Customer agrees to be bound by the terms of the AUP.

8. Customer Responsibilities

It is the Customer's responsibility to backup data on Customer's system(s). Customer acknowledges that That Guy's performance and delivery of the Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information for Services to be performed at Customer's location, and (B) Customer's timely decision-making, notification of relevant issues or information and granting of approvals or permissions. Customer will promptly obtain and provide to That Guy any required licenses, approvals or consents necessary for That Guy's performance of the Services.

9. Confidentiality

In the performance of the Services, Customer and That Guy may have access to or be exposed to information of the other party not generally known to the public, including, but not limited to software, product plans, marketing and sales information, customer lists, "know-how," or trade secrets which may be designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to personnel of That Guy or Customer, including employees, agents and subcontractors, on a "need-to-know" basis in connection with its performance of this MSA, so long as such personnel have agreed to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality, and shall only make such information available to its employees on a "need-to-know" basis. The foregoing shall not include information, which, (A) was known by one party prior to its receipt from the other or is or becomes public knowledge without the fault of the recipient, (B) is received by the recipient from a source other than a party to this MSA, or (C) a party is required to disclose in response to an order by a court or governmental agency, provided that advance notice of the disclosure is provided to other party. (D) If the customer has files that are subject to section 163.1 of the Canadian Criminal Code regarding child or suspected child pornography they will be reported to police without prior notice to the customer as a requirement of the companies child safe directive. Just Ask That Guy will not be responsible for actions or costs arising out of any police investigation in that case. The obligations with respect to Confidential Information shall continue for three (3) years from the date of disclosure.

10. Support Services

When Services consist of repair of That Guy-branded systems, such Services shall be those repair services that are necessary because of any existing defect or a defect occurs in materials or workmanship in the system or in any system component covered by this MSA. Preventive maintenance is not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than That Guy (or its representatives) are not included. Unless otherwise expressly provided in a Service Agreement, Services do not include repair of any system or system component which has been damaged as a result of: (A) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than That Guy (or its representatives), (B) an act of God such as, but not

limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (C) the moving of the system from one geographic location or entity to another.

11. LIMITED WARRANTY & LIMITATION OF LIABILITY; HIGH-RISK DISCLAIMER

11.1. Limited Warranty. THAT GUY WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, THAT GUY (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "THAT GUY PARTY(IES)") DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS WITH RESPECT TO ANY OF THE SERVICES, DELIVERABLES, OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION THAT GUY MAY PROVIDE IN THE COURSE OF PROVIDING THE SERVICES; INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY OR CONDITION OTHERWISE ARISING BY STATUTE, IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE; ANY WARRANTY OR CONDITION RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY OR CONDITION WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; OR ANY WARRANTY OR CONDITION CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE THAT GUY PARTIES MAY MAKE.

11.2. Limitation of Liability. NEITHER THAT GUY PARTIES NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY THAT GUY. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, THAT GUY PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER. THE THAT GUY PARTIES' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY CLAIM OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED PURSUANT TO THIS MSA SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR THREE (3) MONTH PERIOD.

THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSES OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY, EVEN IF SUCH LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM.

11.3. High-Risk Application Disclaimer. The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). That Guy expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

12. Indemnification

Customer shall defend, indemnify and hold That Guy harmless from, any third-party claim or action arising out of (A) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Customer-provided technology, software or other components related to the Service, as well as software directed or requested by Customer to be installed or integrated as part of Services, or (B) any inaccurate representations regarding the existence of an export license or any allegation made against That Guy due to Customer's violation or alleged violation of applicable export laws, regulations, and orders.

Each party agrees to indemnify and hold harmless the other party from any third-party claim or action for personal bodily injuries, including death, resulting from the indemnifying party's gross negligence or willful misconduct resulting from the Services (excluding Third-Party Products) provided hereunder. This section states each party's exclusive remedies for any third-party claim or action, and nothing in this MSA or elsewhere will obligate either party to provide any greater indemnity to the other.

13. Export; Regulatory Requirements

13.1. Export. Customer and That Guy acknowledges that the Services sold under this MSA, which may include technology and software, are subject to the customs and export control laws and regulations of Canada and the United States ("U.S."), may be rendered and/or performed in countries outside of Canada and the U.S. and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer and That Guy agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide That Guy with all of the information needed for That Guy to obtain export licenses from the Canadian and U.S. Governments (as applicable) and to provide That Guy with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. That Guy may also require export certifications from Customer for Customer-provided software. That Guy's acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the Canadian or U.S. Governments (as applicable); That Guy is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

13.2. Regulatory Requirements. That Guy is not responsible for determining if Third Party Products to be used in performance of the Services satisfy the local regulatory requirements of the country to which the products are to be shipped, nor shall That Guy be obligated to perform any Services where the resulting products or software do not satisfy the local regulatory requirements.

14. Important Additional Terms

14.1. Independent Contractor Relationship; MSA Assignment; Subcontracting. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this MSA. That Guy has the right to assign, subcontract or delegate in whole or in part this MSA, or any rights, duties, obligations or liabilities under this MSA, by operation of law or otherwise, provided that That Guy shall remain

responsible for the performance of Services under this MSA. Otherwise, neither party may assign this MSA without the permission of the other.

14.2. Entire Agreement; Severability; Section Headings. This MSA and Service Agreements is the entire agreement between That Guy and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements. No amendment to or modification of this MSA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this MSA is void or unenforceable, the remainder of this MSA will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this MSA.

14.3. Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this MSA during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other party may immediately terminate the applicable Service Agreement by giving written notice to the delayed party.

14.4. Notices. Notice to That Guy under this MSA must be in writing and sent by postage prepaid first-class mail or receipted courier service to the address below or to such other address (incl. facsimile or electronic) as specified in writing and will be effective upon receipt.

Just Ask That Guy

266 Bulman Drive

Moncton, NB E1G 5P2

14.5. Governing Law, Forum and Language. The parties agree that the MSA, any sales hereunder, or any claim, dispute or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, and equitable claims) between customer and That Guy arising from or relating to the MSA, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement or any related purchase shall be governed by the laws of the province of New Brunswick and the federal laws of Canada applicable therein, without regard to conflicts of law.

The parties agree that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the MSA shall be brought exclusively in the courts located in Moncton, New Brunswick. Customer and That Guy agree to submit to the personal jurisdiction of the courts located within Moncton, New Brunswick, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

14.6. The Parties have requested that this MSA and all documents contemplated thereby or relating thereto be drawn up in the English language. Les Parties ont requis que cette convention ainsi que tous les documents qui y sont envisagés ou qui s'y rapportent soient rédigés en langue anglaise.

14.7. Dispute Resolution. Customer and the That Guy Parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this MSA, That Guy's advertising, or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 90 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

14.8. Limitation Period. Neither party may institute any action in any form arising out of this MSA more than one (1) year after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

14.9. Updates. That Guy reserves the right to update its MSA at any time, effective upon posting an updated version at <http://justaskthatguy.com/?cat=48>; however, Customer's rights and obligations shall be as provided in the version of the MSA executed by Customer or available to Customer at the time of Customer's purchase of Services or, when applicable, Customer's renewal of Services.