



Services Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

THE TERMS AND CONDITIONS OF SERVICES ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ENGAGING THE REDESIGN GROUP AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER REDESIGN DOCUMENTATION ("PROVIDER") TO PERFORM SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS, UNLESS CUSTOMER AND PROVIDER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF SERVICES AND RESULTS THEREOF POSTED ON ANY PROVIDER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN PROVIDER AND CUSTOMER.

1. Important Information About These Terms and Conditions

- 1.1 These Terms and Conditions constitute a binding contract between Customer and Provider and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Provider or shopping on any Provider Website or Mobile Application (each, a "Site") or otherwise engaging Provider to perform Services.
- 1.2 These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question unless otherwise agreed in writing by Provider and Customer.
- 1.3 Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet. Individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Provider. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.
- 1.4 Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order, invoice, or Statement of Work.
- 1.5 This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

2. Definitions

- 2.1 "Affiliates" means, with respect to Provider, entities that Control, are Controlled by, or are under common Control with Provider; and, with respect to Customer, entities that Control, are Controlled by, or are under common Control with Customer.
- 2.2 "Confidential Information" means any information or data of a confidential nature of a party, its Affiliates or a third party in oral, electronic or written form that the receiving party knows or has reason to know is proprietary or confidential and that is disclosed by a party in connection with this Agreement, including but not limited to the terms and conditions of this Agreement and each Statement of Work. Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) is rightfully received by the receiving party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information.
- 2.3 "Control" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.
- 2.4 "Deliverables" means any materials to be supplied, provided or produced as specified in the relevant Statement of Work by or on behalf of Provider in the performance of the Services, including all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information embodied in such work or materials. Deliverables shall not include any Provider IPR, except to the extent Provider IPR is incorporated into Deliverables as expressly contemplated by Section 5.
- 2.5 "Delivery Date" means the proposed date of delivery of the Services, which may be set out in the Statement of Work, or if not, communicated in writing by Provider to Customer.
- 2.6 "Device" means any equipment included in the Services, whether owned by Customer or provided by Provider for Customer's use, including but not limited to computers, printers, servers, routers, firewalls, switches, access points, and mobile or handheld devices, as well as the software necessary to operate such equipment.
- 2.7 "Documentation" means all documentation and other written material describing, explaining or assisting in the use of the Services and/or any materials, including all diagrams necessary for the maintenance of any such materials, a list of all known defects in the relevant materials, and any user manuals.
- 2.8 "Equipment" means any computer, networking, telephony, or security equipment, racking, appliances, or associated hardware that Provider installs on Customer's premises or ships to Customer's location to facilitate the delivery of Services.
- 2.9 "Force Majeure Event" means any event or circumstance arising which is beyond the reasonable control of either party (including but not limited to any industrial dispute affecting any third party, carrier delays, embargos, acts of God or acts or laws of governmental regulations or government agencies, severe weather conditions, fire, flood, disaster, failure of power, civil riot, war, terrorism, epidemic, pandemic, public health emergency, quarantine, stay-at-home orders, or other governmental restrictions).

- 2.10 "Input Material" means all documents, information, representations, statements and materials provided by Customer or a third party on behalf of Customer, relating to the Services, including computer programs, data, logos, reports, specifications and inventories.
- 2.11 "Insolvency Event" means the occurrence of any of the following: (a) a party stops or suspends, or declares any intention to stop or suspend, its business or payment of its debts or any class of its debts generally or otherwise becomes insolvent; (b) any step is taken to enforce any charge, mortgage or other security interest over all or any material part of its assets; (c) a notice is issued for the purposes of convening a meeting to approve the placing of a party in administration or liquidation, or a petition is presented or an order made for the administration or liquidation of a party; (d) a voluntary arrangement or any other arrangement, compromise or composition of a party's debts is proposed or made by or with a party; (e) a judgment, order or award made against a party is outstanding and not discharged within 20 days; or (f) any circumstances arise or events occur in relation to a party which corresponds to or has an effect equivalent or similar to any of those stated in paragraphs (a) to (e) of this definition.
- 2.12 "Intellectual Property Rights" or "IPR" means any and all rights in patents, unpatented inventions, designs and trademarks (whether registered or unregistered), copyright, database rights, know how, trade secrets, inventions, discoveries, utility models, goodwill in any trade or service name; all other intellectual property or proprietary rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and applications, reversions, extensions and renewals in relation to any such rights.
- 2.13 "Laws" means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.
- 2.14 "Malicious Activity" means any unauthorized access, intrusion, hacking, phishing, ransomware, crypto-locker, virus, worm, Trojan horse, denial of service attack, or other malicious code or criminal activity by third parties.
- 2.15 "Personnel" means agents, employees or subcontractors.
- 2.16 "Provider IPR" means the Intellectual Property Rights which are used in delivery of the Services and are (a) proprietary to Provider or any third party (other than Customer) and (b) are or have been developed independently of this Agreement (whether prior to the effective date or otherwise), including modifications or enhancements to such Intellectual Property Rights, whether or not such modifications or enhancements are developed as part of the Services.
- 2.17 "Provider Technology" means all tools, software, scripts, utilities, agents, methodologies, processes, templates, configurations, and other technology owned or licensed by Provider and used in the delivery of Services, including but not limited to remote monitoring and management (RMM) tools, security agents, and automation scripts.
- 2.18 "Services" means consulting, managed, and other services performed by Provider or its subcontractors.
- 2.19 "Statement of Work" or "SOW" or "Order Form" means a document in electronic or written form that is signed and delivered by each of the parties for the performance of Services as the same may be amended or modified from time to time and that incorporates the terms and conditions of this Agreement.

- 2.20 "Taxes" means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Services (except taxes on or measured by the net income of Provider).
- 2.21 "Unsupported Hardware" means hardware that is beyond its manufacturer's end-of-life date or no longer under manufacturer warranty or maintenance contract.
- 2.22 "Unsupported Software" means software that is no longer under manufacturer product support or no longer supported by the software publisher.
- 2.23 "User" means Customer's employees, consultants, contractors or agents who are authorized to use the Services and have been supplied user identifications and passwords by Customer or by Provider upon Customer's request. Users do not include any clients of Customer or other third parties.

3. Governing Law

- 3.1 THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, AND THE SERVICES HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, INCLUDING THE DELAWARE ARBITRATION ACT, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN DELAWARE, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.
- 3.2 Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

4. Services

- 4.1 Subject to the terms and conditions of this Agreement, Provider may perform certain Services for Customer as described generally in this Agreement and as more particularly described in a Statement of Work. Each SOW constitutes a separate agreement with respect to the Services performed thereunder.
- 4.2 In the event of an addition to or a conflict between any term or condition of the SOW and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual SOW by specific reference to the amended provision.
- 4.3 Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties (a "Change Order"). Provider will have no obligation to commence work in connection with any such change unless and until the change is agreed upon in that writing executed by both parties.

4.4 Provider shall use commercially reasonable efforts to deliver the Services by the Delivery Date, but shall not be liable for any cost or damage caused by late or non-delivery. Dates and times for delivery or performance by Provider are estimates only and time shall not be of the essence.

4.5 Customer acknowledges that there are lead times between ordering Services and commencement of performance. The parties shall cooperate in the ordering and agreement of SOWs to meet each party's demands and expectations.

5. Intellectual Property and Work Product

5.1 As between Customer and Provider, unless otherwise specified in the Statement of Work, all Intellectual Property Rights developed or contained in the Deliverables and Provider IPR shall remain the property of Provider and not deemed a "work made for hire".

5.2 Customer's rights to Deliverables will be, upon payment in full of all amounts due for such Deliverables, a non-transferable, non-sublicensable, non-exclusive, royalty-free, perpetual license to use such Deliverable solely for Customer's internal business purposes. Customer obtains no ownership or other property rights thereto.

5.3 Customer agrees that Provider may incorporate Provider IPR or intellectual property created by third parties into the Deliverables and that Customer's right to use such Deliverables may be subject to the rights of, and limited by agreements with, such third parties or Provider.

5.4 Customer will have no rights in any Provider IPR other than: (a) to use it as authorized by Provider in writing from time to time solely for purposes of performing any Customer responsibilities under any Statement of Work; or (b) to the extent that Provider IPR is incorporated into any Deliverable, to use it as part of the Deliverable for purposes of Customer's internal business purposes only.

5.5 If any Provider IPR is made available to Customer, it will be made available on an "AS IS" basis and without express or implied warranties of any kind. Provider IPR is confidential information of Provider for purposes of Section 14.

5.6 In no event shall Provider be precluded from developing for itself, or others, anything which is competitive with, or similar to, the Deliverables. Provider will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

5.7 Customer hereby assigns to Provider any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or Customer's Users relating to any proposed improvements of or modifications to the Services, Provider Technology, or Deliverables. Provider shall have the unrestricted right to use, incorporate, and commercialize such feedback without any obligation to Customer.

6. Provider Technology and Equipment

6.1 Subject to the terms of this Agreement, Provider grants Customer a limited, non-exclusive, non-transferable, revocable license to use any Provider Technology installed on Customer's systems, and any software installed on Equipment or provided by Provider for installation on Customer's systems to facilitate the delivery of the Services (collectively with Provider Technology, "Provider-Licensed Technology"), solely as necessary to receive the Services

during the term of the applicable SOW. Any software provided under this Section is also subject to all applicable terms of any end-user license agreement pertaining to such software.

6.2 This license will be immediately and automatically revoked without the need for notice upon termination of the Services or this Agreement. Customer shall not, and shall not permit any third party to: (a) modify, copy, tamper with, reproduce, or create derivative works based on any Provider-Licensed Technology; (b) reverse engineer, reverse assemble, reverse compile, disassemble, or decompile any Provider-Licensed Technology, or otherwise attempt to discover any source code or underlying proprietary information, except as may be permitted by applicable law; (c) sell, resell, license, sublicense, distribute, rent, lease, or otherwise transfer any Provider-Licensed Technology; (d) use any Provider-Licensed Technology for the benefit of any third party; or (e) build a product or service using similar ideas, features, functions, or graphics of the Provider Technology.

6.3 Provider is and will remain the sole owner of any Equipment provided to Customer, which is provided on a rental or temporary basis only. This Agreement transfers to Customer no Equipment ownership rights of any kind.

6.4 Provider retains sole discretion to determine the appropriate Equipment and associated software and/or technology to be used at Customer's location, provided that Provider's determination does not materially impair the availability or delivery of Services. Provider also retains sole discretion to determine the necessity of maintenance, repairs, and/or improvement of the Equipment.

6.5 Customer shall take reasonable care of the Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it without Provider's prior written consent. Customer shall not remove any sign, label, or other marking on the Equipment identifying Provider as the owner of the Equipment.

6.6 Customer is financially responsible, up to the full replacement value of all Equipment, for all damage to or loss of the Equipment used at Customer's location, other than loss or damage caused solely by Provider's gross negligence or willful misconduct.

6.7 Customer shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including accidental loss or damage) and must name Provider as an additional insured with respect to the Equipment. Upon demand, Customer must produce evidence that such insurance is being maintained and is valid.

6.8 Customer is responsible for providing the necessary power, space, cooling, physical security, network connection, and any other appropriate environment to support the Equipment.

7. Customer Service Obligations

7.1 **Data Backup.** Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of Services and for any necessary reconstruction thereof. Unless backup services are expressly included in an applicable SOW, Provider shall not be liable for any data loss, backup software failure, backup selection, backup hardware failure, backup media failure, or backup system failure, even if Provider was tasked to configure or monitor backups. Customer will be solely responsible for verifying that backups are made regularly and for the integrity of such backups.

7.2 Customer Cooperation and Access. Customer shall cooperate with Provider in all matters relating to the Services and shall: (a) provide timely responses to Provider's inquiries and requests for approvals and authorizations, and ensure that each person with whom Provider engages in relation to the Services has the authority contractually to bind Customer; (b) provide, for Provider, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to any information or materials reasonably required by Provider in connection with providing the Services, and access to Customer's premises, office accommodation, data and other facilities as required by Provider; (c) provide, in a timely manner, such Input Material and other information as Provider may require, and ensure that it is accurate in all material respects; (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services; and (e) provide full-time qualified, knowledgeable personnel capable of performing Customer obligations, making timely decisions necessary to move the Services forward, and participating in the project and assisting Provider's performance of the Services.

7.3 On-Premises Services. Customer shall provide Provider access to Customer's staff (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Provider determines are useful or necessary for Provider to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Provider and Customer's premises and shall indemnify, defend and hold Provider, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including but not limited to attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Provider's gross negligence or willful misconduct.

7.4 Health and Safety. Customer shall inform Provider of all health and safety rules and regulations and any other reasonable security requirements that apply at the premises where the Services are to be performed.

7.5 Licenses and Consents. Customer shall obtain and maintain all necessary licenses and consents and comply with all relevant Laws in relation to the Services, the right or license for Provider, its Affiliates, and its and their subcontractors to access, use and modify all data and third party products, to use Input Material and to use any equipment, systems, cabling or facilities provided by Customer and used by Provider directly or indirectly in the supply of the Services.

8. Customer Technical Obligations

8.1 Software Licensing. Customer represents and warrants that Customer has title to or has a license or the right to use or modify all software in Customer's environment and has a license or right to permit Provider to use, access, or modify any software that Customer has requested Provider to use, access, or modify as part of the Services. It is Customer's responsibility to independently ensure that all software in use by Customer is properly licensed, and Customer agrees to maintain records of applicable licenses. Provider will not promote the use of, or knowingly support software which is not properly licensed by Customer. Assistance with software audits or licensing compliance matters shall be billed at Provider's then-prevailing hourly rates.

8.2 Unsupported Software and Hardware. Provider shall not be responsible or liable to Customer for any consequences arising from the use of Unsupported Software or Unsupported Hardware. CUSTOMER AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CUSTOMER OR ANY HARDWARE, SOFTWARE, AND/OR DATA OF CUSTOMER CAUSED BY ANY USE OF UNSUPPORTED SOFTWARE OR UNSUPPORTED HARD-

WARE.

8.3 Remote Access. Customer grants to Provider the explicit right to remotely access Customer's network systems without the need to obtain express permission or consent each time remote access is established. Customer shall provide broadband Internet access, remote access via VPN or other secure means to covered equipment, and appropriate cabling to all covered computers and devices.

8.4 Hardware Maintenance. Customer's hardware and Devices must be in working order and maintained under a manufacturer's warranty or maintenance contract, or otherwise in good working condition as verified by Provider. Provider is not responsible for Customer equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. Provider, in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement or any SOW.

8.5 Minimum Security Requirements. Unless otherwise specified in an applicable SOW, Customer shall maintain the minimum security requirements set forth in Exhibit A.

8.6 Designated Contact. Customer must assign at least one employee to be a liaison or contact person to Provider in order to make communications between both parties effective. Customer may be required to conduct preliminary diagnostic steps or provide additional information related to a support request prior to a technician being dispatched to Customer's facility.

8.7 Security Recommendations. From time to time, Provider may make recommendations regarding regulatory compliance, safety, and security related to Customer's network and practices. If Customer fails to adopt or implement the recommended protocols, Customer is responsible for any and all damages related to regulatory, security, privacy, or data protection matters, including but not limited to fines, data breach notification costs, malware or ransomware remediation costs, restoration, forensic investigation, restoring backups, or any other costs or damages related to Customer's refusal to implement the recommended protocols.

9. Cybersecurity and Malicious Activity

9.1 Unless specifically otherwise agreed to in an applicable SOW, it is Customer's sole responsibility to determine whatever actions are necessary to make Customer's data and voice networks and circuits secure from unauthorized access. Provider is not responsible for: (a) the security of Customer's network and circuits from third parties, or for any damages that may result from any unauthorized access to Customer's network; (b) any harm that may be caused by Customer's access to third-party application programming interfaces or by any Malicious Activity; or (c) criminal acts of third parties, including but not limited to Malicious Activity and any network environment subject to ransom.

9.2 CUSTOMER AGREES TO HOLD PROVIDER HARMLESS FOR ANY ACTIVITY AFFECTING NETWORK SECURITY ON CUSTOMER'S ENVIRONMENT RELATED TO THIRD-PARTY CRIMINAL ACTIVITY, NETWORK SECURITY, OR PRIVACY. Any costs or fees to rebuild or service machines affected by Malicious Activity or third-party criminal activity will be billed at Provider's then-prevailing hourly rates.

10. Payment

- 10.1 Provider may issue an invoice to Customer. All invoiced amounts and payments shall be made in United States Dollars. Invoices in respect of Services provided on a fixed fee basis shall be issued in advance of the provision of such Services. Customer will pay invoices containing amounts authorized by the SOW within thirty (30) days of the date of the invoice, subject to continuing credit approval by Provider. Any objections to an invoice must be made to Provider within fifteen (15) days after the invoice date.
- 10.2 Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month calculated daily and compounded monthly (19.56% per annum) or the highest rate allowed by law.
- 10.3 Unless Customer expressly provides remittance advice, Provider is entitled to allocate payments received to settle (in full or in part) any sums due from Customer under any SOW, in any order or manner Provider determines.
- 10.4 Provider's pricing for the provision of Services is exclusive of applicable Taxes. Customer will pay for, and shall indemnify, defend and hold Provider, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including but not limited to attorneys' fees and expenses) arising from any applicable Taxes. Customer must claim any exemption from such Taxes, fees or charges at the time of purchase and provide Provider with any necessary supporting documentation.
- 10.5 In the event of a default in the payment of an invoice, Customer will be responsible for all of Provider's costs of collection, including but not limited to court costs, filing fees and attorneys' fees.
- 10.6 Customer shall pay Provider's reasonable out-of-pocket expenses, including incremental third-party service fees, travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.
- 10.7 Customer shall make all payments under each SOW without withholding or deduction of, or in respect of, any Tax unless required by applicable Law. If any such withholding or deduction is required, Customer shall pay to Provider such additional amount as will ensure that Provider receives the same total amount that it would have received if no such withholding or deduction had been required.
- 10.8 Service Suspension and Reactivation. In the event of a payment default, Provider reserves the right to suspend the applicable Services. Following any suspension of service under this provision, and after Customer makes full payment to Provider, Provider may restore the Services after validating that all components to be monitored and/or managed under any applicable Order or Service Attachment comply with Provider's level of security, updates, and best practices. Customer shall pay a "Reactivation Fee" for such restoration equal to one month of the Service Fees. Provider's right to suspend Services under this Section is in addition to Provider's right to terminate this Agreement.
- 10.9 **Customer Delay.** If Provider is unable to commence delivery of the Services on the service start date because of any failure on Customer's part, including but not limited to the failure to provide access to Customer's resources in a timely manner, Customer nonetheless will begin to incur Service Fees, which Customer shall pay in accordance

with the applicable SOW and this Agreement.

11. Warranties

- 11.1 Provider warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy with respect to this warranty will be, at the sole option of Provider, to either (a) use commercially reasonable efforts to reperform any Services not in substantial compliance with this warranty, or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Provider in writing within five (5) business days after performance of the applicable Services.
- 11.2 Provider warrants that the Services and/or Deliverables will, for a period of thirty (30) days from the date of acceptance (or such other date as may be agreed in a SOW), materially conform to, and operate in accordance with the specifications set out in the relevant SOW. Except as otherwise set forth in a SOW, all Services and Deliverables will be deemed accepted if Customer does not reject the Services or Deliverables by providing written notice within five (5) business days after delivery specifically identifying the manner in which the Services or Deliverables fail to materially comply with their applicable specifications.
- 11.3 EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, PROVIDER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE SERVICES OR THEIR PERFORMANCE OR NON-PERFORMANCE.
- 11.4 CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF PROVIDER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.
- 11.5 PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED OR THAT THE SERVICES WILL BE COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY. PROVIDER IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT OR THIRD-PARTY CONTENT.
- 11.6 Provider will not be responsible for any delays in performance which result from any circumstances beyond Provider's reasonable control, including but not limited to carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency.

12. IP Indemnification

- 12.1 Provider shall indemnify and defend Customer from any third party claim brought against Customer to the extent that any Deliverable infringes any presently existing United States patent, copyright, or trade secret of any third party. Provider will pay any final judgment awarded to the third party against Customer and reasonable attorneys' fees and expenses on behalf of Customer, provided that Customer shall (a) notify Provider promptly in writing of

any such claim; (b) permit Provider to have sole control of the defense, compromise, or settlement of such claim, including any appeals; (c) not make any prejudicial statements or settlement offers without the prior written consent of Provider; (d) fully cooperate with Provider in the defense or settlement of such claim; and (e) the claim does not arise as a result of any breach by Customer of a term of any applicable license.

12.2 Provider shall have no obligation to indemnify Customer for any intellectual property right infringement claim to the extent that it is based on (a) the use or combination of Deliverables with software, hardware or other materials not owned, developed or recommended by Provider; (b) the use of the Deliverables in a manner other than that for which it was designed or contemplated as evidenced by Provider's Documentation; (c) any unauthorized modification of the Deliverables by any party; (d) any compliance with designs, plans, instructions, directions, or specifications provided by Customer; (e) Customer's distribution, marketing or use for the benefit of third parties of the Deliverables; or (f) Customer's failure to use corrections or enhancements made available by Provider and such failure would have prevented such infringement.

12.3 If any Deliverable is, or in Provider's opinion is likely to be, held to be infringing, Provider will at its expense and option either (a) procure the right for Customer to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to Customer the fees paid for such Deliverable less a reasonable amount for Customer's use of the Deliverable up to the time of return. The foregoing remedies constitute Customer's sole and exclusive remedies and Provider's entire liability with respect to infringement.

13. Limitation of Liability

13.1 UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.

13.2 IN THE EVENT OF ANY LIABILITY INCURRED BY EITHER PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF (A) THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO THE CLAIM OR (B) \$100,000 UNITED STATES DOLLARS.

13.3 CUSTOMER ACKNOWLEDGES AND AGREES THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CUSTOMER BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT.

14. Confidential Information

14.1 Each party anticipates that it may be necessary to provide access to Confidential Information to the other party in the performance of this Agreement. In the event that the parties have executed a separate Mutual Non-Disclosure

Agreement (the "MND A"), that MND A will take precedence over this Section 14.

14.2 Each party agrees that it will maintain the confidentiality of the other party's Confidential Information for a period of three (3) years following the termination of this Agreement and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care.

14.3 Disclosures of the other party's Confidential Information will be restricted (a) to a party's personnel and subcontractors with a need to know such Confidential Information in connection with the performance of this Agreement, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement, and (b) to a party's business, legal and financial advisors, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement.

14.4 Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a party or termination of this Agreement, the other party will either return, or certify the destruction of, such party's Confidential Information.

14.5 If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

14.6 **Provider Configurations.** All hardware and software configurations, scripts, templates, automation workflows, and similar technical work product implemented by Provider in connection with the Services ("Provider Configurations") shall be and remain the Confidential Information of Provider. Customer shall not copy, distribute, or disclose Provider Configurations to any third party without Provider's prior written consent.

15. Termination

15.1 This Agreement shall be deemed to have come into force on the date Customer first engages Provider for Services and shall continue thereafter unless and until otherwise terminated in accordance with the terms of this Agreement.

15.2 Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice. Either party may terminate this Agreement for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will have thirty (30) days to remedy its performance, except that it will have only ten (10) days to remedy any monetary default.

15.3 Notwithstanding anything specified herein to the contrary, Provider shall have the right to terminate this Agreement immediately upon notice to Customer upon the occurrence of an Insolvency Event.

15.4 Any SOW shall be effective as of the SOW Effective Date and shall, unless terminated as set forth in this Agreement or the applicable SOW, continue in effect until the date the relevant Services have been completed or the relevant Deliverables, if any, have been accepted.

15.5 **Off-Boarding.** Customer's cancellation, termination, or transition of the Services to Customer's control or to an-

other service provider ("Off-Boarding") may require Provider to perform additional work to facilitate such transition. Any Off-Boarding projects will be subject to a separate SOW or Change Order and will be billed at Provider's then-prevailing rates. Provider shall have no obligation to perform Off-Boarding services until Customer has paid all outstanding amounts owed under this Agreement.

15.6 Effects of Termination. Upon termination or expiration of this Agreement or any SOW: (a) Customer shall allow Provider and its employees and contractors reasonable access to Customer's premises to remove any Equipment, or upon Provider's request, Customer shall return the Equipment to Provider via the carrier of Provider's choice, with all applicable shipping charges borne by Customer; (b) Customer shall immediately cease using any Provider-Licensed Technology and, at Provider's direction, uninstall or delete all copies of such technology and software from Customer's systems; (c) each party shall return or certify the destruction of the other party's Confidential Information; (d) Customer shall pay all amounts owed to Provider for Services performed through the date of termination; and (e) all Provider Configurations shall remain the property and Confidential Information of Provider.

16. Arbitration

16.1 Escalation. Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort, other than matters pertaining to proprietary information, proprietary rights, or payment disputes ("Dispute"), will be resolved according to the following process, which either party may start by delivering a written notice to the other party describing the Dispute and the amount involved ("Demand"). If the Dispute remains unresolved after three (3) business days after receipt of a Demand, each party shall identify a designated representative and a senior manager in writing to the other party, and the designated representatives from each party will meet at a mutually agreed upon time and place and use commercially reasonable efforts to try to resolve the Dispute. If the Dispute remains unresolved for three (3) business days after such meeting, either party may escalate the Dispute by sending notice to the other party's senior manager. If the senior managers from both parties cannot resolve the Dispute within three (3) business days after receipt of such written notice, either party may pursue any other available remedies. The parties shall use commercially reasonable efforts to attempt to settle any claim or controversy between themselves within one (1) calendar month of notice of the claim or controversy being given.

16.2 Arbitration. Any Dispute not resolved through the escalation procedure set forth in Section 16.1, including any claim related to the existence, validity, interpretation, performance, termination, or breach of this Agreement, shall be settled by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English and will have one (1) arbitrator. The arbitrator will not have the authority to award punitive damages to either party. Each party will bear its own expenses but shall share equally the expenses of the arbitration tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

16.3 If arbitration is chosen by any party with respect to a Claim, neither Provider nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.

16.4 Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Delaware or at another location upon which the parties may agree.

16.5 Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). The existence or results of any arbitration will be treated as confidential.

16.6 Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Provider arising out of the Services will be exclusively litigated in court rather than through arbitration. Claims for preliminary injunctive relief and other pre-judgment remedies may be brought in a state or federal court with jurisdiction over the subject matter and parties.

16.7 **Continued Performance.** Unless Provider is bringing an action for Customer's failure to make payments for Services not otherwise in dispute, Provider will continue to provide Services under this Agreement, and Customer shall continue to make payments to Provider, in accordance with this Agreement, during the period in which the parties seek resolution of the Dispute.

16.8 **Attorneys' Fees.** In the event that there is any Dispute that is resolved either through arbitration or through litigation, the prevailing party will be entitled to an award of reasonable attorneys' fees incurred while defending or prosecuting such Dispute, in addition to any other relief awarded.

17. Miscellaneous

17.1 **Assignment.** Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Provider. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns. Provider may assign or otherwise transfer its rights, interests, and obligations under this Agreement without Customer's consent in the event of a change in control of 50% or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities.

17.2 **Affiliates.** From time to time, subject to credit approval, an Affiliate of Customer can receive Services by entering a Statement of Work with Provider. In doing so, an Affiliate agrees to be bound by this Agreement and will be considered "Customer." Any Affiliate that enters a Statement of Work is liable for its own obligations.

17.3 **Publicity.** Neither party, at any time during or after the term of this Agreement, without the prior written consent of the other party in each instance, shall issue, publish, or arrange for any press release or use the trademark, service mark, trade or service name, or logo of the other party. Notwithstanding the foregoing, Customer hereby grants Provider the right to reference Customer's name and industry in Provider's marketing literature, website, and correspondence to potential clients, solely to identify Customer as a client of Provider for marketing purposes.

17.4 **Severability.** If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof.

17.5 **Amendment; Waiver.** No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to enforce such rights thereafter.

17.6 **Independent Contractor.** The relationship between Provider and Customer is that of independent contractors

and not that of employer/employee, agency, partnership or joint venture.

17.7 Cooperation with Third Parties. Provider shall use reasonable endeavors to provide such cooperation as may be reasonably required by any third party contractors of services to Customer so as to ensure that all Services can be provided to Customer in a coordinated, effective and timely manner. Provider shall be entitled to charge Customer its reasonable pre-approved costs of complying with this Section 17.7.

17.8 Force Majeure. Provider shall not be liable for any loss or damage suffered or incurred by Customer arising from Provider's delay or failure to fulfill any of its obligations under this Agreement where such delay or failure is caused by any non-performance of its obligations by Customer, Force Majeure Event, or industrial dispute affecting Provider's ability to perform. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, either party may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of the Agreement relating to the affected performance.

17.9 Anti-Corruption. Provider and Customer each agree that in connection with this Agreement, they will each comply with applicable anti-corruption laws, including the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010, and the Canadian Corruption of Foreign Public Officials Act.

17.10 Compliance with Laws. Each party warrants and agrees that it will comply with all Laws applicable to such party in its performance of its obligations under this Agreement. Provider shall comply with all Laws applicable to Provider in its role as a managed IT services provider. Provider is not responsible for complying with the Laws applicable to Customer or Customer's industry.

17.11 Third Party Beneficiaries. Nothing in this Agreement is intended or will be construed to confer upon any person (other than the parties hereto, their respective successors and permitted assigns, and any indemnified party set forth in this Agreement) any rights, benefits or remedies of any kind or character whatsoever.

17.12 No Hiring. Customer shall not solicit for employment with Customer any Provider employee with whom Customer has had direct contact in connection with the Services during the term of this Agreement and for twelve (12) months following termination of this Agreement. In the event of a violation of this provision, Customer shall make a one-time payment to Provider in the amount of one hundred percent (100%) of the affected employee's base annual salary.

17.13 No Disparagement. Neither party shall initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage, or destroy the goodwill of the other party or its affiliates. The foregoing shall not be construed to prevent or prohibit either party from: (a) exercising its rights under this Agreement; (b) complying with a legal obligation; or (c) reporting information to governmental agencies as required by law.

17.14 Survival. The rights and obligations in those terms and conditions which would, by their meaning or intent, survive the termination of this Agreement shall so survive.

17.15 Notice. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt, the third (3rd) day after postage prepaid mailing by regular mail or airmail, or the first (1st) day after such notice is sent by courier.

18. International Services

If and to the extent that any Statement of Work involves the provision of Services remotely by Provider to a Customer location outside of the United States, the following additional terms shall apply with respect to those Services only.

18.1 International Tax Indemnification. Customer will pay for, and will indemnify, defend and hold Provider and its Affiliates and each of their respective directors, officers, employees and agents harmless from loss (of any kind), cost, damage or expense (including but not limited to attorney's fees and expenses) arising out of any International Taxes. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Provider with the necessary supporting documentation. Any taxes, charges, fees, penalties and interest in respect thereof that are the responsibility of Customer hereunder may be invoiced by Provider in the Services invoices or separately.

18.2 International Taxes Defined. For purposes of this Section 18, "International Taxes" means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Services provided to locations outside the United States (except taxes on or measured by the net income of Provider).

18.3 Regulatory Registration and Licensing. If the Laws or a governmental authority imposes or adopts regulation, or there is a change in the Laws, which requires Provider or any of its Affiliates to register and/or obtain a governmental license, permit, or consent to make the Services available within a jurisdiction, Provider has the right not to make available or to terminate the Services to the Customer's Affiliate(s) in such jurisdiction without any liability whatsoever to the Customer or its Affiliates.

18.4 Dispute Resolution for International Services. Customer and Provider are solely obligated to address and resolve all claims, controversies or disputes associated with provision of Services (including any damages or injuries to a party's foreign Affiliates) in the United States as provided in Section 16 (Arbitration). In the event a party's foreign Affiliate brings suit or makes a claim or demand against the other party or an Affiliate of the other party located outside of the United States, such party will work with its foreign Affiliate to dismiss the suit, claim, or demand, and such party will bring such suit, claim or demand against the other party directly in the United States instead.

18.5 Reimbursement of Foreign Litigation Costs. In addition, such party will reimburse the other party or the other party's Affiliates for any of the costs or expenses that the other party or the other party's Affiliates reasonably incurred while responding to the suit, claim or demand brought by such party's foreign Affiliate.

18.6 Currency. Notwithstanding Section 10.1, for Services provided to Customer locations outside of the United States, Provider may, in its sole discretion, invoice Customer in the local currency of the jurisdiction where the Services are provided or in United States Dollars. If invoiced in local currency, Customer shall pay in the currency specified on the invoice.

18.7 Export Compliance. Customer acknowledges that the Services may be subject to export control laws and regulations of the United States and other jurisdictions. Customer agrees to comply with all applicable export control laws and shall not export, re-export, or transfer any Services, technical data, or information received from Provider in violation of any applicable export control laws or regulations.

18.8 Data Localization. Customer acknowledges that certain jurisdictions may impose data localization requirements that restrict the transfer of data across borders. Customer is solely responsible for determining whether the Services comply with any data localization requirements applicable to Customer's data and operations in any jurisdiction outside the United States. Provider makes no representations or warranties regarding compliance with data localization requirements in any jurisdiction.

18.9 Language. All Services provided under this Agreement shall be provided in English unless otherwise agreed in writing in the applicable Statement of Work. All notices, communications, and documentation shall be in English.

19. Personal Data

19.1 If and to the extent that Provider will process Personal Data on behalf of Customer in connection with the Services, the Data Processing Agreement provided at redesign-group.com/legal shall apply to such processing and is incorporated by reference.

19.2 As used herein, "Personal Data" means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, including any information that qualifies as "personal information" or "personal data" under data protection laws applicable to Provider.

Exhibit A: Customer Minimum Security Requirements

Customer acknowledges and agrees to maintain the following minimum security requirements throughout the term of this Agreement. Failure to maintain these requirements may limit Provider's liability and void certain warranties.

1. Network Security

Customer shall maintain a hardware firewall with current firmware at all network perimeters. All wireless data traffic in Customer's environment must be securely encrypted using WPA2 or higher. Customer shall implement network segmentation appropriate for its environment and risk profile.

2. Endpoint Security

Customer shall maintain anti-malware software on all endpoints, with a valid update subscription and automatic updates enabled. All operating systems and software shall be kept current with security patches within thirty (30) days of release, or as otherwise recommended by Provider. Customer shall not use Unsupported Software or Unsupported Hardware on systems covered by this Agreement unless expressly agreed in writing by Provider.

3. Access Controls

Customer shall implement unique user credentials for all users accessing covered systems. Customer shall implement multi-factor authentication for all remote access and privileged accounts. Customer shall promptly disable access credentials for terminated employees.

4. Data Protection

Customer shall maintain power surge protection for all covered computers and devices.

5. Physical Security

Customer is responsible for the physical security of its on-premises hardware and software systems. Customer shall provide appropriate environmental controls (air conditioning, humidity, ventilation) for all covered equipment.

6. User Training

Customer shall train its employees on security awareness, including recognition of phishing, social engineering, spam, malware, viruses, and other common attack vectors, and on prevention of criminal acts by third parties.

7. Consequences of Non-Compliance

Customer acknowledges that failure to maintain these minimum security requirements may: limit Provider's liability for security incidents; void certain warranties; result in additional charges to bring Customer's environment into compliance; and trigger Customer's indemnification obligations under the Agreement.

Version Date: March 2026

The following terms shall apply only in the event the Customer has signed a Statement of Work for Managed Services.

Managed Services Addendum

This Managed Services Addendum ("Addendum") supplements the Services Terms and Conditions between Provider and Customer (the "Agreement") and, together with the applicable Statement of Work or Order Form, governs the delivery of Managed Services. Capitalized terms not defined herein have the meanings set forth in the Agreement. In the event of a conflict between this Addendum and the Agreement, this Addendum shall control with respect to the Managed Services provided hereunder. In the event of a conflict between this Addendum and the applicable Statement of Work, the Statement of Work shall control to the extent of the conflict.

1. Scope of Managed Services

- 1.1 Provider shall deliver only those Managed Services itemized in the applicable SOW as described in the Schedule of Services ("Managed Services"). Additional Managed Services may be added only by entering into a new SOW or Change Order.
- 1.2 The specific Managed Services, covered Devices, covered Users, locations, and any service limitations applicable to Customer shall be set forth in the applicable SOW.

2. Help Desk Support

- 2.1 Help Desk support is available during Provider's standard business hours. After-hours support is limited to critical system outages and carries a one-hour callback response target. After-hours support shall incur additional charges as specified in the applicable SOW.
- 2.2 All incidents, with status or resolution, will be documented via regular email updates to the designated Customer contact or by posting updates to the ticketing system assigned to Customer.

3. On-Site Support

- 3.1 Provider's default delivery method is remote support. On-site support is available when Provider determines, in its reasonable judgment, that the issue cannot be resolved remotely (typically hardware failures or network connectivity issues requiring physical access).
- 3.2 On-site support is not considered project work. The number of on-site support incidents and the amount of on-site time included per month, if any, shall be defined in the applicable SOW.

4. Service Level Objectives

- 4.1 Provider shall use reasonable best efforts to begin problem management within the response time targets set forth in Schedule 1 (Service Level Objectives) to this Addendum.

4.2 Stated response times are service goals and are not guarantees. Provider's ability to implement a solution to a reported problem may depend on input or information from Customer or from third parties beyond Provider's control, including Customer's other IT vendors.

4.3 **SLA Transition Period.** Service level obligations under this Section 4 shall not take effect until ninety (90) days after the service start date specified in the applicable SOW ("SLA Transition Period"), or such other period as the SOW may specify. During the SLA Transition Period, Provider shall use commercially reasonable efforts to meet the response time targets in Schedule 1 but shall not be subject to any service level remedies.

4.4 **Incident Severity Classification.** Provider shall classify all support requests and incidents according to the five-tier severity model set forth in Schedule 1. Provider shall assign severity classifications in its reasonable judgment based on the information available. Customer may request a reclassification, and Provider shall consider such request in good faith.

4.5 **SLA Exclusions.** Provider is excused from service level obligations to the extent a failure is caused by: (a) a Force Majeure Event as defined in the Agreement; (b) any third party outside Provider's reasonable control; (c) Customer's failure to maintain the Minimum Standards set forth in Section 9; (d) Customer's failure to provide timely access, approvals, or information reasonably required for Provider to perform the Managed Services; (e) scheduled maintenance windows as set forth in Section 13; (f) equipment that has reached end-of-life or end-of-support status from the original manufacturer; or (g) issues arising from changes made by Customer or its agents without Provider's knowledge or approval.

5. User Credentials

5.1 In connection with the Managed Services, Provider or its third-party service providers may issue user credentials allowing Customer's Users to access the Services ("User Credentials"). All User Credentials are Provider's Confidential Information as defined in the Agreement.

5.2 Customer shall not share User Credentials with any third party without Provider's prior written consent. User Credentials may be distributed to authorized employees to access the Services, but no credentials may be transferred to or shared with any third party without Provider's written approval.

5.3 Provider reserves the right to require that Customer change its Users' passwords at any time, with reasonable notice. All User Credentials will automatically expire at the end of the applicable SOW term.

6. Third-Party Service Providers

6.1 Some components of the Managed Services may be provided through or licensed from third-party service providers, including third-party software, products, or services. Provider, and not those third parties, shall provide technical support related to the Managed Services, including support related to third-party components.

6.2 Under certain circumstances, pursuant to the terms of applicable third-party license or service agreements, Provider may be required to disclose certain information to those third parties regarding the Managed Services or Customer's identity. Customer consents to such disclosures.

6.3 Customer acknowledges that third-party services are warranted only by the applicable third-party provider and only

as and to the extent set forth in such provider's license or service agreement. Provider makes no warranty with respect to third-party services other than as expressly contained in the applicable third-party provider's agreements.

6.4 Third-party software publishers, including Microsoft, shall be intended third-party beneficiaries of the Agreement with respect to the Managed Services, with the right to enforce applicable provisions and to verify compliance. If any third-party software publisher believes in good faith that Customer is not complying with the applicable end-user license agreement, Provider shall cooperate in good faith with the third-party publisher to investigate and remedy the non-compliance.

7. No High-Risk Use

Customer acknowledges that the Managed Services are not fault-tolerant and are not guaranteed to be error-free or to operate without interruption. Customer shall not use the Managed Services in any application or situation where the failure of the Services could lead to death or serious bodily injury, or to severe physical or environmental damage ("High-Risk Use"). High-Risk Use does not include utilization of the Managed Services for administrative purposes, to store configuration data, engineering or configuration tools, or other non-control applications whose failure would not result in death, personal injury, or severe physical or environmental damage. Customer shall indemnify and hold Provider harmless from any third-party claim arising out of Customer's use of the Managed Services in connection with any High-Risk Use.

8. Network Change Coordination

8.1 Customer shall notify Provider via email of all significant proposed changes to Customer's network and shall provide Provider with a reasonable opportunity to review and comment on those proposed changes prior to implementation.

8.2 Evaluation of network change requests that require significant research, design, or testing by Provider are not covered by this Addendum and shall be billed at Provider's then-prevailing rates for time and materials.

9. Minimum Environmental Standards

9.1 Customer represents, warrants, and agrees that its existing environment meets, or that Customer shall obtain upgrades to meet, the following minimum standards ("Minimum Standards") for all Devices and systems covered under the applicable SOW. Provider's service level obligations are contingent upon Customer's compliance with these Minimum Standards:

- (a) Internet connectivity with sufficient bandwidth and redundancy to support remote monitoring, management, and support activities.
- (b) All servers with Microsoft Windows operating systems must be running a version of Windows Server supported by Microsoft, with all latest service packs and critical updates installed and patched within thirty (30) days of release.
- (c) All Linux and other non-Windows servers must be running vendor-supported operating system versions with current security patches applied.
- (d) All desktop PCs, notebooks, and laptops with Microsoft Windows operating systems must be running a supported version of Windows, with all latest service packs and critical updates installed and patched within thirty (30) days of release.

- (e) Up-to-date, functioning endpoint detection and response (EDR) solutions deployed on all servers and endpoints as specified by Provider.
- (f) All server and desktop software must be genuine, properly licensed, and under active vendor support.
- (g) The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
- (h) All wireless data traffic must be securely encrypted using WPA2 or higher.
- (i) Remote VPN access must be provided for Provider's management tool installation and ongoing support activities.
- (j) Domain Administrator accounts or equivalent administrative access must be provided to Provider for all covered equipment.
- (k) Multi-factor authentication (MFA) must be enforced on all administrative accounts, remote access systems, and privileged access pathways.
- (l) Active vendor warranty or support contracts must be maintained on all covered equipment.
- (m) Customer is responsible for ensuring that its hardware environments are of sufficient size, quality, capability, and capacity to adequately handle Customer's data processing and workload requirements.

9.2 **Healthcare Customers.** Customer environments subject to HIPAA or other healthcare privacy regulations must additionally maintain MS Active Directory or another identity-management system.

9.3 **PCI-DSS Customers.** Customer environments subject to PCI-DSS must additionally maintain: (a) a segregated payment network; (b) a wireless network segregated from the payment network; and (c) MS Active Directory or another identity-management system.

9.4 All costs required to bring Customer's environment up to the Minimum Standards are not included in the Managed Services fees under this Addendum.

9.5 If Customer's environment fails to satisfy the Minimum Standards at any time during the term, Provider may suspend delivery of the Managed Services or terminate this Addendum upon five (5) business days' advance written notice.

9.6 The Minimum Standards in this Section 9 supplement the Customer Minimum Security Requirements set forth in Exhibit A of the Agreement. To the extent of any conflict, the more stringent requirement shall apply.

9.7 **Chronically Failing Equipment.** Equipment that repeatedly fails despite repairs may be removed from coverage if not replaced in a timely manner following Provider's written recommendation. Provider shall provide Customer with written notice identifying the chronically failing equipment and a reasonable timeframe for replacement prior to removal from coverage.

10. Minor On-Site Tasks and Server Authorization

10.1 Provider may occasionally request that Customer perform simple on-site tasks (e.g., powering down and rebooting a computer or Device). Customer agrees to cooperate with all reasonable requests.

10.2 Provider shall authorize all server upgrades or repairs. Customer agrees not to perform server upgrades or repairs without notifying Provider in advance.

11. Training

Provider shall provide training for Customer's personnel to properly operate newly installed Equipment. Ongoing remote training may be provided at Provider's discretion.

12. Right to Act as Agent and Site Preparation

12.1 Customer designates Provider to act as Customer's agent for purposes of ordering necessary services or submitting trouble tickets with telephone service carriers and internet access providers, as applicable.

12.2 Customer shall: (a) furnish and install all conduit, raceway, or low-smoke cable and create all holes and wireways through concrete, plaster, metal floors, walls, or ceilings required for the installation of Equipment; (b) provide all commercial AC power circuits required for the operation of the Equipment; (c) pay for all electrical current necessary for the operation of the Equipment; and (d) provide a suitable space for the operation of the Equipment consistent with the manufacturer's recommendations, including a dry and dust-free environment.

12.3 Provider shall have no duty, responsibility, or obligation to make any structural alterations or adjustments to Customer's premises to install Equipment. Customer shall provide Provider with reasonable access to the premises during Provider's working hours and shall furnish elevator service when necessary, as well as heat, light, sanitary facilities, electrical power, and protection of the Equipment from theft during installation.

12.4 Provider is not responsible for restoring Customer's premises to their original condition upon removal or relocation of any Equipment.

13. Maintenance Windows

13.1 **Preventive Maintenance.** Routine server and application maintenance and upgrades will occur during scheduled maintenance windows. Provider shall notify Customer at least five (5) business days in advance of preventive maintenance. Some applications, systems, or Devices may be unavailable or non-responsive during such times.

13.2 **Planned Emergency Maintenance.** Maintenance required to remediate or prevent a degradation or loss of service may be performed with twenty-four (24) hours' advance notice to Customer if conditions permit.

13.3 **Unplanned Emergency Maintenance.** Maintenance required to remediate or prevent a loss or severe degradation of service due to a P1 or P2 incident may be performed immediately. Provider shall use best efforts to notify Customer in advance if conditions permit.

13.4 Downtime during Preventive Maintenance, Planned Emergency Maintenance, or Unplanned Emergency Maintenance shall be excluded from service level calculations.

14. Exclusions

14.1 Conditions Excusing Performance. Provider is not responsible for failures to provide Managed Services caused by any of the following:

- (a) Expired manufacturer warranty or support for parts, equipment, or software;
- (b) Alterations or modifications not authorized by Provider, including alterations, software installations, or modifications made by Customer's employees or anyone other than Provider;
- (c) Any defect or malfunction in hardware or software not caused by Provider that adversely affects Provider's ability to perform the Managed Services;
- (d) Any problem resulting from a Customer resource not under Provider's management or control;
- (e) Any changes Customer has made to the networking environment that were not communicated to or approved by Provider;
- (f) Any problems or failures related to a prioritization or reprioritization of tasks by Customer;
- (g) Any Force Majeure Event as described in the Agreement;
- (h) Any problem resulting from Customer actions or inactions contrary to Provider's reasonable recommendations;
- (i) Any problem resulting from Customer's failure to fulfill its responsibilities or obligations under the Agreement;
- (j) Any loss of internet connectivity occurring at Customer locations for any reason; or
- (k) Any maintenance of application software packages, whether acquired from Provider or any other source.

14.2 Temporal Exclusions. Provider is not responsible for failure to provide Managed Services during any period in which any of the following conditions exist:

- (a) The interval between the initial occurrence of a desktop malfunction or other issue and the time Customer reports the issue to Provider;
- (b) The battery, electricity, power-protective equipment, or uninterruptible power supply (UPS) has malfunctioned and rendered Provider unable to connect to the network or troubleshoot the Device in question.

14.3 Out-of-Scope Items. The following are excluded from the Managed Services and may incur additional charges or require a separate billable project:

- (a) Unusual work resulting from a failed software patch or update causing an interruption in Customer's business (with the exception of Microsoft Windows updates and patches);
- (b) Programming (modification of software code) and program (software) maintenance;

- (c) Any training services, unless otherwise agreed to in the applicable SOW;
- (d) Software and web development work;
- (e) Home or remote computers not covered under the applicable SOW;
- (f) Implementation of new or replacement software;
- (g) Office relocation or satellite office setup;
- (h) Non-workstation equipment refreshes; and
- (i) The cost of any parts, equipment, shipping charges, software, licensing, renewal or upgrade fees, third-party vendor or manufacturer support or incident fees, or additional facilities, replacement parts, or service contracts.

14.4 Services Provider Does Not Perform. Provider does not perform the following:

- (a) Printer hardware repair or maintenance work; and
- (b) Management of or involvement with disputes or charges with any third-party vendor, other than issues relating to technical services.

15. Service Fees

15.1 Setup Fee. Prior to delivery of the Managed Services, Provider may charge a non-refundable setup fee to deploy and configure the Managed Services ("Setup Fee"). The Setup Fee, if any, shall be identified in the applicable SOW. Provider shall have no obligation to commence delivery of the Managed Services until the Setup Fee has been paid.

15.2 Service Units for Cloud and Hosting. Provider shall conduct a monthly inventory of the number of users, devices, or networks connected to the Managed Services, based on the service units identified in the applicable SOW ("Service Units"). If the number of Service Units determined by Provider in any month exceeds the number at the beginning of the preceding month, Provider shall: (a) include in its next invoice charges for all Service Units added during the preceding month; and (b) increase the number of Service Units invoiced in future months, unless and until Provider determines that the number has decreased. Under no circumstances during the Initial Term may the total number of Service Units decrease below the number identified on the first month's invoice.

15.3 Backup and Disaster Recovery Fees. If backup and disaster recovery services are included in the applicable SOW, Provider shall conduct a monthly inventory of the environment to determine: (a) the total number of client installations and optional plugins covered ("Backup Units"); and (b) the volume of offsite data-storage capacity required, rounded to the nearest gigabyte. If the number of Backup Units or storage volume increases in any month, Provider shall adjust its invoices accordingly. The monthly minimum data-storage volume shall be the greater of fifty (50) GB or the data volume identified in the first month's invoice. Under no circumstances during the term may the total number of Backup Units decrease below the number identified on the first month's invoice.

15.4 All fees are subject to the payment terms set forth in the Agreement.

16. Term

16.1 This Addendum is effective on the service start date specified in the applicable SOW ("Service Start Date"). Unless properly terminated, the Addendum shall remain in effect through the end of the initial term specified in the SOW ("Initial Term").

16.2 **Auto-Renewal.** This Addendum shall automatically renew upon expiration of the Initial Term for successive twelve (12)-month periods ("Renewal Terms"), unless either party provides written notice of intent to terminate at least sixty (60) days prior to the expiration of the then-current term. All Renewal Terms shall be subject to Provider's then-current terms and pricing.

16.3 **Month-to-Month Services.** If the SOW specifies no Initial Term, the Managed Services shall be delivered on a month-to-month basis. Either party may terminate month-to-month Services by providing written notice, in which case Provider shall cease delivery at the end of the next calendar month following receipt of such notice.

17. Early Termination

17.1 **By Customer With Cause.** Customer may terminate this Addendum for cause upon sixty (60) days' advance written notice if: (a) Provider fails to fulfill in any material respect its obligations under the Agreement or this Addendum and fails to cure such failure within thirty (30) days of receipt of Customer's written notice; or (b) Provider terminates or suspends its business operations (unless succeeded by a permitted assignee).

17.2 **By Customer Without Cause.** No sooner than ninety (90) days following the Service Start Date, Customer may terminate this Addendum without cause during the Initial Term upon sixty (60) days' advance written notice, provided that Customer pays Provider a termination fee equal to fifty percent (50%) of the recurring monthly Managed Services fees remaining from the effective termination date through the end of the Initial Term, based on the prices in the then-current SOW.

17.3 **By Provider.** Provider may terminate this Addendum upon thirty (30) days' advance written notice, with or without cause. Provider may terminate immediately for illegal conduct by Customer. Provider may suspend the Managed Services upon ten (10) days' notice if Customer violates a third-party end-user license agreement for software provided through the Managed Services. Provider may suspend the Managed Services upon fifteen (15) days' notice if Customer's action or inaction hinders Provider from delivering the Managed Services.

18. Effects of Termination

18.1 Provided Customer is current with payment of: (a) all fees under this Addendum, (b) all fees under any SOW for off-boarding services, and (c) any applicable termination fee, Provider shall assist Customer in the orderly transition of the Managed Services, including timely transfer to another designated provider. Customer shall pay Provider at Provider's then-prevailing rates for any such assistance.

18.2 Termination of this Addendum for any reason immediately nullifies all access to the Managed Services. Provider shall uninstall any affected software from Customer's Devices, and Customer hereby consents to such uninstall procedures.

18.3 Upon Customer's request, Provider may provide Customer a copy of Customer's data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination by either party, Provider shall have no obligation to maintain or provide any Customer data and shall thereafter, unless legally prohibited, delete all Customer data on its systems or otherwise in its possession or control.

18.4 Provider may audit Customer regarding any third-party services and may adjust off-boarding fees to reflect third-party charges passed through to Provider. Customer shall pay all remaining third-party service fees and any additional third-party termination fees upon termination or off-boarding.

18.5 The provisions of the Agreement regarding effects of termination (Section 15.6) shall apply in addition to this Section 18, with this Addendum controlling in the event of conflict with respect to the Managed Services.

Schedule 1: Service Level Objectives

Following receipt of any notification that a support-related problem within the scope of the Managed Services has occurred, Provider shall use reasonable best efforts to begin problem management within the response time targets identified below.

All incidents, with status or resolution, will be documented via regular email updates to the designated Customer contact or by posting updates to the ticketing system assigned to Customer.

Incident Severity Definitions and Response Targets

Priority	Definition	Response Time Target
P1 (Critical)	Complete outage or major business disruption impacting a broad user group, critical system failure, or security incident requiring immediate response	Within 1 Business Hour
P2 (High)	Significant degradation of a core service or system affecting multiple users, with no viable workaround available	Within 2 Business Hours
P3 (Medium)	Partial service degradation with a viable workaround; standard business functions still operating	Within 3 Business Hours
P4 (Low)	Minor issues with minimal operational impact; general questions or requests	Within 4 Business Hours
Service Request	Standard provisioning, access changes, configuration changes, and general IT requests	Within 1 Business Day

Response times apply during Provider's standard business hours for P2 through P4 incidents and Service Requests. For P1 incidents, response times apply 24x7 where after-hours coverage is included in the applicable SOW; otherwise, response times apply

during the next available business hours window.

Stated response times represent service goals and are not guarantees. Provider's ability to implement a solution to a reported problem may depend on input or information from Customer or from third parties beyond Provider's control, including Customer's other IT vendors.

Service level obligations are subject to the SLA Transition Period set forth in Section 4.3 and the SLA Exclusions set forth in Section 4.5 of this Addendum.

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