

Services Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

BY ENGAGING THE DRALA PROJECT, INC. DBA THE REDESIGN GROUP ("**REDESIGN**") TO PERFORM SERVICES, PLACING AN ORDER, OR SIGNING A STATEMENT OF WORK, THE ENTITY IDENTIFIED AS THE CUSTOMER ("**CUSTOMER**") AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS (**THE "AGREEMENT"**), UNLESS CUSTOMER AND REDESIGN HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN. ADDITIONAL OR DIFFERENT TERMS IN ANY FORM PROVIDED BY CUSTOMER, INCLUDING ANY PURCHASE ORDER, ARE NULL AND VOID AND ARE REJECTED AS MATERIAL ALTERATIONS. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE WILL BE RELEVANT TO DETERMINE THE MEANING OF THIS AGREEMENT, ANY ORDER, OR ANY INVOICE.

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE CUSTOMER PLACES AN ORDER OR FIRST ENGAGES REDESIGN FOR SERVICES (**THE "EFFECTIVE DATE"**). ANY CAPITALIZED TERMS IN AN ORDER NOT DIRECTLY DEFINED ARE REFERRED TO IN THESE TERMS AND CONDITIONS. BY SIGNING OR ACCEPTING AN ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO THESE TERMS AND CONDITIONS, WHICH ARE INCORPORATED AS IF FULLY SET FORTH IN SUCH ORDER. THE PARTIES AGREE THAT ELECTRONIC SIGNATURES SHALL BE RELIED UPON AND WILL BIND THEM TO THE OBLIGATIONS STATED HEREIN. EACH PARTY WARRANTS AND REPRESENTS THAT IT HAS THE EXPRESS AUTHORITY TO EXECUTE THE APPLICABLE ORDER.

REDESIGN MAY UPDATE THESE TERMS AND CONDITIONS FROM TIME TO TIME BY POSTING A REVISED VERSION AT [HTTPS://WWW.REDESIGN-GROUP.COM/LEGAL](https://www.redesign-group.com/legal) OR ANY SUCCESSOR LEGAL TERMS PAGE DESIGNATED BY REDESIGN. REDESIGN WILL IDENTIFY THE EFFECTIVE DATE OR VERSION DATE OF EACH UPDATED VERSION. UNLESS AN ORDER EXPRESSLY INCORPORATES A PRIOR VERSION OF THESE TERMS AND CONDITIONS BY VERSION DATE, THE VERSION OF THESE TERMS AND CONDITIONS POSTED AT THE TIME REDESIGN ACCEPTS AN ORDER WILL GOVERN THAT ORDER. FOR ANY ONGOING SERVICES, INCLUDING PROFESSIONAL SERVICES, MANAGED SERVICES, RECURRING SERVICES, SUBSCRIPTIONS, RENEWALS, SUPPORT, MAINTENANCE, SERVICE ENTITLEMENTS, SOFTWARE-AS-A-SERVICE OFFERINGS, THIRD PARTY SERVICES, AND ANY OTHER SERVICES THAT REMAIN IN PROGRESS OR CONTINUE AFTER AN UPDATED VERSION IS POSTED, THE UPDATED TERMS AND CONDITIONS WILL APPLY PROSPECTIVELY BEGINNING ON THE EARLIER OF: (A) THE EFFECTIVE DATE STATED IN THE UPDATED TERMS AND CONDITIONS; (B) THE NEXT RENEWAL, EXTENSION, EXPANSION, OR MODIFICATION OF THE APPLICABLE ORDER; (C) CUSTOMER'S CONTINUED RECEIPT OR USE OF THE APPLICABLE SERVICES AFTER THE UPDATED TERMS AND CONDITIONS ARE POSTED; OR (D) THIRTY (30) DAYS AFTER THE UPDATED TERMS AND CONDITIONS ARE POSTED. UPDATES WILL NOT RETROACTIVELY ALTER PAYMENT OBLIGATIONS ACCRUED BEFORE THE EFFECTIVE DATE OF THE UPDATE OR CHANGE THE SCOPE, PRICING, OR TERM OF SERVICES ALREADY COMPLETED BEFORE THE EFFECTIVE DATE OF THE UPDATE, UNLESS REDESIGN AND CUSTOMER AGREE OTHERWISE IN WRITING OR THE APPLICABLE ORDER EXPRESSLY PERMITS SUCH CHANGE. CUSTOMER'S CONTINUED RECEIPT OR USE OF THE APPLICABLE SERVICES AFTER THE UPDATED TERMS AND CONDITIONS BECOME EFFECTIVE CONSTITUTES ACCEPTANCE OF THE UPDATED TERMS AND CONDITIONS.

ANY GENERAL DESCRIPTION OF THE SERVICE AND/OR THE RESULTS THEREOF POSTED ON ANY REDESIGN WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN REDESIGN AND CUSTOMER.

I. Definitions

- (a) **"Affiliate(s)"** means, with respect to Redesign, entities that Control, are Controlled by, or are under common Control with Redesign; and, with respect to Customer, entities that Control, are Controlled by, or are under common Control with Customer.
- (b) **"Claim"** means any civil, criminal, administrative, regulatory or investigative action or proceeding commenced or threatened by a third party, including Governmental Authorities and regulatory agencies, however described or denominated.
- (c) **"Confidential Information"** means any non-public information or data of a confidential nature of a Party, its Affiliates, or a third party, whether 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 or accessed by the receiving Party in connection with this Agreement, including non-public pricing, Order terms, technical information, security information, Redesign Configurations, business information, customer information, supplier information, and service delivery information. For clarity, these publicly posted Terms and Conditions are not Confidential Information.
- (d) **"Control"** 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.
- (e) **"Deliverables"** means any materials (or combination thereof) to be supplied, provided or produced as specified in the relevant Order by or on behalf of Redesign 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 Redesign IPR, except to the extent Redesign IPR is incorporated into Deliverables as expressly contemplated by Section III.
- (f) **"Device"** means any equipment included in the Services, whether owned by Customer or provided by Redesign 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.
- (g) **"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.
- (h) **"Equipment"** means any computer, networking, telephony, or security equipment, racking, appliances, or associated hardware that Redesign installs on Customer's premises or ships to Customer's location to facilitate the delivery of Services.
- (i) **"Force Majeure Event"** means any event or circumstance arising which is beyond the reasonable control of the affected 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).

- (j) **"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.
- (k) **"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 or undertaking or any of the same is or becomes enforceable; (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 or otherwise become subject to dissolution proceedings; (d) a voluntary arrangement or any other arrangement, compromise or composition of a party's debts, or any class of its 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 if any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of a party and not lifted, withdrawn or discharged within 45 days; or (f) any circumstances arise or events occur in relation to a party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in paragraph (a) to (e) (inclusive) of this definition.
- (l) **"Intellectual Property Rights" or "IPR"** means any and all of the following rights in (i) patents, unpatented inventions, designs and trade marks (whether registered or unregistered), copyright, database rights and know how, trade secrets, inventions, discoveries, utility models, goodwill in any trade or service name or get-up; (ii) 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 (iii) applications, reversions, extensions and renewals in relation to any such rights.
- (m) **"Laws"** means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city, province, or other political subdivision, including those promulgated, interpreted or enforced by any Governmental Authority.
- (n) **"Losses"** means any judgments, settlements, awards, losses, charges, liabilities, penalties, interest claims (including Taxes and all related interest and penalties incurred directly with respect thereto), however described or denominated, and all related reasonable costs, expenses and other charges (including all reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest and penalties), however described or denominated.
- (o) **"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.
- (p) **"Order"** means any statement of work, order form, quote, or purchase order, in electronic or written form, issued or created under this Agreement for the performance of Services. Purchase orders issued by Customer are for administrative purposes only and are not binding on Redesign until accepted. Additional or different terms in any purchase order are null and void.
- q) **"Personnel"** means agents, employees or subcontractors.

- (r) **"Redesign Configurations"** means all hardware and software configurations, scripts, templates, automation workflows, and similar technical work product implemented by Redesign in connection with the Services.
- (s) **"Redesign IPR"** means the Intellectual Property Rights which are used in delivery of the Services and are (i) proprietary to Redesign or any third party (other than Customer) and (ii) 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.
- (t) **"Redesign-Licensed Technology"** means, collectively, Provider Technology and any software installed on Equipment or provided by Redesign for installation on Customer's systems to facilitate the delivery of the Services.
- (u) **"Provider Technology"** means all tools, software, scripts, utilities, agents, methodologies, processes, templates, configurations, and other technology owned or licensed by Redesign and used in the delivery of Services, including but not limited to remote monitoring and management (RMM) tools, security agents, and automation scripts.
- (v) **"Services"** means consulting, managed, and other services performed by Redesign or its subcontractors, but not including Third Party Services.
- (w) **"Standard Rates"** means Redesign's then-prevailing hourly rates for time-and-materials services, as published or quoted by Redesign from time to time.
- (x) **"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 Redesign).
- (y) **"Third Party Services"** means certain services other than services provided by Redesign, including but not limited to ongoing support and/or maintenance services (each of which if provided may be subject to third party terms and conditions which are available from Redesign on request), extended warranty service by manufacturers, that are sold by Redesign as a distributor or sales agent.
- (z) **"Unsupported Hardware"** means hardware that is beyond its manufacturer's end-of-life date or no longer under manufacturer warranty or maintenance contract.
- (aa) **"Unsupported Software"** means software that is no longer under manufacturer product support or no longer supported by the software publisher.
- (bb) **"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 Redesign upon Customer's request. Users do not include any clients of Customer or other third parties.

II. Services

Redesign Obligations

- (a) Subject to the terms and conditions of this Agreement, Redesign may perform certain Services for Customer as described generally in this Agreement and as more particularly described in an Order. Each Order constitutes a separate agreement with respect to the Services performed thereunder. In the event of an addition to or a conflict between any term or condition of the Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual Order by specific reference to the amended provision.
- (b) Changes to the scope of the Services described in an Order will be made only in a writing executed by authorized representatives of both parties (a "**Change Order**"). Redesign will have no obligation to commence work in connection with any such change unless and until the Change Order is agreed upon and executed by both parties. If Redesign performs any Services or work at the request of Customer that is not specified in an Order, the work will be considered Services provided under this Agreement, and Customer will pay Redesign for such Services at Redesign's Standard Rates
- (c) In the event of any termination of an Order for any reason, Customer will pay Redesign for all Services performed and expenses incurred and any other non-recoverable costs incurred by Redesign up to and including the date of such termination. If Customer terminates an Order without cause, Customer shall also pay Redesign any cancellation fees or early termination charges specified in the applicable Order.
- (d) Redesign 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 Redesign are estimates only and time shall not be of the essence.
- (e) Customer acknowledges that there are lead times between ordering Services and commencement of performance. The Parties shall cooperate in the ordering and agreement of Orders to meet each Party's demands and expectations.
- (f) Redesign 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 Redesign, to either (i) use commercially reasonable efforts to reperform any Services not in substantial compliance with this warranty, or (ii) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Redesign in writing within five (5) business days after performance of the applicable Services.
- (g) Redesign 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 an Order), materially conform to, and operate in accordance with the specifications set out in the relevant Order. Except as otherwise set forth in an Order, 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. Redesign will be entitled to rely on all decisions and approvals of Customer in connection with the Services and Deliverables.

(h) **Third Party Services.** Redesign may resell, sublicense, procure, or otherwise arrange for Customer's access to Third Party Services. Customer acknowledges that Redesign acts as a reseller, distributor, sales agent, channel partner, or procurement facilitator with respect to Third Party Services and is not the manufacturer, licensor, operator, or provider of any Third Party Services. Customer's rights to use Third Party Services are limited to the license, subscription, warranty, support, and use rights granted by the applicable third-party provider. Third Party Services are subject to the applicable third-party provider terms, including end user license agreements, subscription terms, use restrictions, audit rights, suspension rights, support policies, warranty terms, and service provider terms, to the extent provided by Redesign or the applicable third-party provider before the Order is placed. Redesign makes no warranty with respect to Third Party Services except to the extent an express warranty is passed through from the applicable third-party provider. All Orders for Third Party Services that Redesign places with a third-party provider on Customer's behalf are non-cancelable and non-refundable once submitted to the third-party provider, unless the applicable third-party provider permits cancellation or refund and Redesign receives the corresponding credit or refund. Customer's exclusive recourse for performance, availability, warranty, support, infringement, product liability, service quality, data loss, suspension, termination, or other issues relating to Third Party Services is against the applicable third-party provider, and Customer waives and releases any Claim against Redesign and its Affiliates arising from or relating to any Third Party Services, except to the extent caused by Redesign's fraud or willful misconduct.

Customer Service Obligations

- (i) **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 Order, Redesign 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 Redesign 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.
- (j) **Customer Cooperation and Access.** Customer shall cooperate with Redesign in all matters relating to the Services and shall: (i) provide timely responses to Redesign's inquiries and requests for approvals and authorizations, and ensure that each person with whom Redesign engages in relation to the Services has the authority contractually to bind Customer on matters relating to the Services; (ii) provide, for Redesign, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to any information or materials reasonably required by Redesign in connection with providing the Services, and access to Customer's premises, office accommodation, data and other facilities as required by Redesign; (iii) provide, in a timely manner, such Input Material and other information as Redesign may require, and ensure that it is accurate in all material respects (for the avoidance of doubt, Redesign shall be under no obligation to test, check or confirm the accuracy of the Input Material prior to performing the Services unless required by an Order); (iv) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services; and (v) 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 Redesign's performance of the Services.
- (k) **On-Premises Services.** Customer shall provide Redesign 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 Redesign determines are useful or necessary for Redesign 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 Redesign and Customer's premises and shall indemnify, defend and hold Redesign, 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 Redesign's gross negligence or willful misconduct.

(l) Health and Safety. Customer shall inform Redesign 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.

(m) 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 Redesign, 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 Redesign directly or indirectly in the supply of the Services.

(n) Additional Obligations. Customer shall comply with any other obligations set out in the applicable Order.

III. Intellectual Property and Work Product

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

(b) 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.

(c) Customer agrees that Redesign may incorporate Redesign 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 Redesign.

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

(e) If any Redesign IPR is made available to Customer under subsection (d)(i) above, it will be made available on an "AS IS" basis and without express or implied warranties of any kind. Redesign IPR is Confidential Information of Redesign for purposes of Section XI.

(f) In no event shall Redesign be precluded from developing for itself, or others, anything, whether in tangible or nontangible form, which is competitive with, or similar to, the Deliverables. Redesign 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.

(g) Customer hereby assigns to Redesign 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. Redesign shall have the unrestricted right

to use, incorporate, and commercialize such feedback without any obligation to Customer.

IV. Provider Technology and Equipment

- (a) **Provider Technology License.** Subject to the terms of this Agreement, Redesign grants Customer a limited, non-exclusive, non-transferable, revocable license to use any Redesign-Licensed Technology solely as necessary to receive the Services during the term of the applicable Order. Any software provided under this Section is also subject to all applicable terms of any end-user license agreement pertaining to such software. 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: (i) modify, copy, tamper with, reproduce, or create derivative works based on any Redesign-Licensed Technology; (ii) reverse engineer, reverse assemble, reverse compile, disassemble, or decompile any Redesign-Licensed Technology, or otherwise attempt to discover any source code or underlying proprietary information, except as may be permitted by applicable law; (iii) sell, resell, license, sublicense, distribute, rent, lease, or otherwise transfer any Redesign-Licensed Technology; (iv) use any Redesign-Licensed Technology for the benefit of any third party; or (v) build a product or service using similar ideas, features, functions, or graphics of the Provider Technology.
- (b) **Equipment Ownership.** Redesign 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.
- (c) **Equipment Selection.** Redesign retains sole discretion to determine the appropriate Equipment and associated software and/or technology to be used at Customer's location, provided that Redesign's determination does not materially impair the availability or delivery of Services under this Agreement. Redesign also retains sole discretion to determine the necessity of maintenance, repairs, and/or improvement of the Equipment.
- (d) **Equipment Care.** 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 Redesign's prior written consent. Customer shall not remove any sign, label, or other marking on the Equipment identifying Redesign as the owner of the Equipment.
- (e) **Equipment Liability.** 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 Redesign's gross negligence or willful misconduct.
- (f) **Equipment Insurance.** 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, without limitation, accidental loss or damage) and must name Redesign as an additional insured with respect to the Equipment. Upon demand, Customer must produce evidence that such insurance is being maintained and is valid.
- (g) **Equipment Environment.** Customer is responsible for providing the necessary power, space, cooling, physical security, network connection, and any other appropriate environment to support the Equipment.

V. Customer Technical Obligations

- (a) **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 Redesign to use, access, or modify any software that Customer has requested Redesign 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. Redesign 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 Redesign's Standard Rates.
- (b) **Unsupported Software and Hardware.** Redesign 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 REDESIGN 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 HARDWARE.
- (c) **Remote Access.** Customer grants to Redesign 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.
- (d) **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 Redesign. Redesign is not responsible for Customer equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. Redesign, 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 Order.
- (e) **Minimum Security Requirements.** Unless otherwise specified in an applicable Order, Customer shall maintain the minimum security requirements set forth in Exhibit A.
- (f) **Designated Contact.** Customer must assign at least one employee to be a liaison or contact person to Redesign 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.
- (g) **Security Recommendations.** From time to time, Redesign 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.

VI. Cybersecurity and Malicious Activity

- (a) Unless specifically otherwise agreed to in an applicable Order, 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. Redesign is not responsible for: (i) 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; (ii) any harm that may be caused by Customer's access to third-party application programming interfaces or by any Malicious Activity; or (iii) criminal acts of third parties, including but not limited to Malicious Activity and any network environment subject to ransom.

(b) Except to the extent caused by Redesign's breach of its express obligations under an applicable Order, subject to Section X, Customer agrees to hold Redesign 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 Redesign's Standard Rates.

VII. Payment

(a) Redesign 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 applicable Order within thirty (30) days of the date of the invoice, subject to continuing credit approval by Redesign. 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.

(b) Unless Customer expressly provides remittance advice, Redesign is entitled to allocate payments received to settle (in full or in part) any sums due from Customer under any Order, in any order or manner Redesign determines.

(c) Redesign's pricing for the provision of Services is exclusive of applicable Taxes. Customer will pay for, and shall indemnify, defend and hold Redesign, 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 Redesign with any necessary supporting documentation.

(d) In the event of a default in the payment of an invoice, Customer will be responsible for all of Redesign's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees

(e) Customer shall pay Redesign'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 Redesign in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.

(f) Customer shall make all payments under each Order 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 Redesign such additional amount as will ensure that Redesign receives the same total amount that it would have received if no such withholding or deduction had been required.

(g) Payment Disputes. If Customer disputes any invoiced amount, Customer shall: (i) pay all undisputed amounts by the applicable due date; (ii) deliver to Redesign, within fifteen (15) days after the invoice date, a written notice identifying the disputed amount and the specific basis for the dispute; and (iii) work in good faith with Redesign to resolve the dispute within fifteen (15) days after Redesign receives the dispute notice. Customer's failure to deliver a timely

written dispute notice constitutes acceptance of the invoice. A payment dispute does not relieve Customer of its obligation to pay undisputed amounts when due.

- (h) **Service Suspension and Reactivation.** In the event of a payment default, Redesign reserves the right to suspend the applicable Services. Following any suspension of service under this provision, and after Customer makes full payment to Redesign, Redesign may restore the Services after validating that all components to be monitored and/or managed under any applicable Order comply with Redesign'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. Redesign's right to suspend Services under this Section is in addition to Redesign's right to terminate this Agreement.
- (i) **Customer Delay.** If Redesign 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 Order and this Agreement.
- (j) **Off-Boarding Fees.** Off-Boarding fees, if any, shall be as set forth in Section XII(g).

VIII. Warranties and Disclaimers

- (a) EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, REDESIGN 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, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.
- (b) CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF REDESIGN OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.
- (c) REDESIGN 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. REDESIGN 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, OR SERVICES PROVIDED BY THIRD PARTIES.

IX. Indemnification

- (a) Customer shall indemnify, defend, and hold harmless Redesign and its Affiliates from and against any Losses arising from any Claim to the extent resulting from: (i) Customer's breach of this Agreement; (ii) Customer's violation of applicable Laws; or (iii) Customer's misuse of any Services or Deliverables.
- (b) Redesign shall indemnify, defend, and hold harmless Customer from and against any Losses arising from any third party Claim to the extent resulting from Redesign's fraud or willful misconduct.
- (c) **IP Indemnification.** Redesign 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. Redesign 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 (i) notify Redesign promptly in writing of any such claim; (ii) permit Redesign to have sole control of the defense, compromise, or settlement of such claim, including any appeals; (iii) not make any prejudicial statements or settlement offers without the prior written consent of Redesign; (iv) fully cooperate with Redesign in the defense or settlement of such claim; and (v) the claim does not arise as a result of any breach by Customer of a term of any applicable license.

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

(e) IP Indemnification Remedies. If any Deliverable is, or in Redesign's opinion is likely to be, held to be infringing, Redesign will at its expense and option either (i) procure the right for Customer to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) 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 Redesign's entire liability with respect to infringement.

(f) The indemnifying party's obligations under this Section are subject to the limitations set forth in Section X.

X. Limitation Of Liability

(a) 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, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.

(b) 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. CUSTOMER'S PAYMENT OBLIGATIONS ARE NOT SUBJECT TO THIS LIMITATION. For clarity, all confidentiality, privacy, data security, cybersecurity, service availability, and indemnification claims are subject to the foregoing cap unless the applicable Order expressly states otherwise.

(c) CUSTOMER ACKNOWLEDGES AND AGREES THAT REDESIGN WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CUSTOMER BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CUSTOMER CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE

XI. Confidential Information

- (a) 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 "MNDA"), that MNDA will take precedence over this Section.
- (b) 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. Disclosures of the other Party's Confidential Information will be restricted (i) to a Party's personnel (including personnel employed by such Party's Affiliates) 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 (ii) 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. 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, the other Party will either return, or certify the destruction of, such Party's Confidential Information.
- (c) 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.
- (d) Redesign Configurations. All Redesign Configurations shall be and remain the Confidential Information of Redesign. Customer shall not copy, distribute, or disclose Redesign Configurations to any third party without Redesign's prior written consent.
- (e) Non-Public Terms. Non-public Orders, pricing, security information, technical information, Redesign Configurations, service delivery information, and business terms are Confidential Information to the extent they meet the definition of Confidential Information. These publicly posted Terms and Conditions are not Confidential Information.

XII. Term and Termination

- (a) Term. This Agreement shall be deemed to have come into force on the Effective Date and shall continue thereafter unless and until otherwise terminated in accordance with the terms of this Agreement.
- (b) Termination. 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. Failure to remedy any material default within the applicable time period will give cause for immediate termination. Notwithstanding anything specified herein to the contrary, Redesign shall have the right to terminate this Agreement immediately upon notice to Customer upon the occurrence of an Insolvency Event. The termination rights in this Section apply except to the extent an Order or Addendum states a specific term, renewal, suspension, termination, or early termination fee provision, in which case the Order or Addendum controls for the applicable Services.

- (c) Continuing Orders. Save where this Agreement has been terminated as a result of non-payment by Customer, this Agreement will continue to remain in effect with respect to Orders submitted by Customer prior to the termination of this Agreement. Upon termination or expiry of this Agreement, Redesign may terminate upon written notice any Orders that are still in force upon the date of such termination or expiry.
- (d) Order Term. Any Order shall be effective as of the date set forth in such Order and shall, unless terminated as set forth in this Agreement or the applicable Order, continue in effect until the date the relevant Services have been completed or the relevant Deliverables, if any, have been accepted.
- (e) Survival of Payment. Termination of this Agreement or any Order shall not relieve Customer of its obligation to pay all amounts due or that become due under any outstanding Order.
- (f) Off-Boarding. Customer's cancellation, termination, or transition of the Services to Customer's control or to another service provider ("Off-Boarding") may require Redesign to perform additional work to facilitate such transition. Any Off-Boarding projects will be subject to a separate Order or Change Order and will be billed at Redesign's Standard Rates. Redesign shall have no obligation to perform Off-Boarding services until Customer has paid all outstanding amounts owed under this Agreement.
- (g) Effects of Termination. Upon termination or expiration of this Agreement or any Order: (i) Customer shall allow Redesign and its employees and contractors reasonable access to Customer's premises to remove any Equipment, or upon Redesign's request, Customer shall return the Equipment to Redesign via the carrier of Redesign's choice, with all applicable shipping charges borne by Customer; (ii) Customer shall immediately cease using any Redesign-Licensed Technology and, at Redesign's direction, uninstall or delete all copies of such technology and software from Customer's systems; (iii) each Party shall return or certify the destruction of the other Party's Confidential Information in accordance with Section XI; (iv) Customer shall pay all amounts owed to Redesign for Services performed and Deliverables delivered through the date of termination; and (v) all Redesign Configurations shall remain the property and Confidential Information of Redesign.

XIII. Escalation and Dispute Resolution

- (a) 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. The Parties shall conduct such negotiation on a confidential basis. 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 (acting in good faith) within one (1) calendar month of notice of the claim or controversy being given.

- (b) Arbitration. Any Dispute not resolved through the escalation procedure set forth in Section XIII(a), 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. The arbitration will be held in Delaware or at another location upon which the Parties may agree.
- (c) If arbitration is chosen by any Party with respect to a Claim, neither Redesign 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. Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.
- (d) 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).
- (e) Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Redesign 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.
- (f) Period for Bringing Claims. Except in the case of nonpayment, neither Party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. Failure to bring such a claim within such period shall forever bar the claim.
- (g) Continued Performance. Unless Redesign is bringing an action for Customer's failure to make payments for Services not otherwise in dispute, Redesign will continue to provide Services under this Agreement, and Customer shall continue to make payments to Redesign, in accordance with this Agreement, during the period in which the Parties seek resolution of the Dispute.
- (h) 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.

XIV. Miscellaneous

- (a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

- (b) Authority. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.
- (c) Order Amendments. Any change to the scope, delivery location, project schedule, Service quantities, or transaction-specific pricing stated in an accepted Order must be agreed by Redesign in writing, except as otherwise provided in this Agreement or the applicable Order.
- (d) Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will survive and be construed in a manner consistent with the intent of this Agreement.
- (e) Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.
- (f) Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver may be binding unless executed in writing by the Party making the waiver.
- (g) Governing Law; Jurisdiction. THE LAWS OF THE STATE OF DELAWARE, INCLUDING THE DELAWARE ARBITRATION ACT, WITHOUT REGARD TO CONFLICTS OF LAWS RULES, GOVERNS THIS AGREEMENT AND ANY DISPUTE OF ANY SORT THAT MIGHT ARISE BETWEEN THE PARTIES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN DELAWARE, AND BOTH PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.
- (h) Independent Contractor. The relationship between Redesign and Customer is that of independent contractors and not that of employer/employee, agency, partnership or joint venture. Accordingly, except as expressly authorized herein, no Party shall have any authority to act or make representations on behalf of the other Party.
- (i) Assignment. Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Redesign. 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. Redesign 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 Redesign, the sale of substantially all the assets of Redesign, or the restructuring or reorganization of Redesign or its affiliate entities.
- (j) Affiliates. From time to time, subject to credit approval, an Affiliate of Customer may receive Services by placing an Order with Redesign. In doing so, an Affiliate agrees to be bound by this Agreement and will be considered "Customer" for purposes of that transaction. Any Affiliate that places an Order is liable for its own obligations. Affiliates may not amend, modify, or change the terms of this Agreement.
- (k) 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 of any kind or nature whatsoever, or shall use the trademark, service mark, trade or service name, or logo of the other Party. Notwithstanding

the foregoing, Customer hereby grants Redesign the right to reference Customer's name and industry in Redesign's marketing literature, website, and correspondence to potential clients, solely to identify Customer as a client of Redesign for marketing purposes.

- (l) 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. Except as expressly stated in this Agreement, the Parties do not intend that any term of this Agreement shall be enforceable by any third party.
- (m) No Hiring. Customer shall not solicit for employment with Customer any Redesign 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. Customer acknowledges that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right Redesign may have at law or in equity, Customer shall make a one-time payment to Redesign in the amount of one hundred percent (100%) of the affected employee's base annual salary, which the Parties agree is a reasonable estimate of the projected costs Redesign would incur to identify, recruit, hire, and train a suitable replacement for such personnel.
- (n) Cooperation with Third Parties. Redesign 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. Redesign shall be entitled to charge Customer its reasonable pre-approved (such approval not to be unreasonably withheld or delayed) costs of complying with this Section.
- (o) Force Majeure. Redesign shall not be liable for any loss or damage suffered or incurred by Customer arising from Redesign's delay or failure to fulfill or otherwise discharge any of its obligations under this Agreement or any Order where such delay or failure is caused by any non-performance of its obligations by Customer, Force Majeure Event, or industrial dispute affecting Redesign's ability to perform. Any Party whose performance is so affected shall give written notice to the other Party describing the affected performance. 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. For the avoidance of doubt, Customer's payment obligations are not excused by a Force Majeure Event.
- (p) Anti-Corruption. Redesign and Customer each agree that in connection with this Agreement, they will each respectively comply with all applicable anti-bribery and anti-corruption laws and regulations, including the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010, and the Canadian Corruption of Foreign Public Officials Act.
- (q) 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. Redesign shall comply with all Laws applicable to Redesign in its role as a managed IT services provider. For the avoidance of doubt, Redesign is not responsible for complying with the Laws applicable to Customer or Customer's industry. Customer shall comply with all Laws applicable to Customer or in Customer's industry.
- (r) No False Statements. Neither Party shall knowingly make any false statement of fact about the other Party with the intent to materially harm the other Party's business reputation. This Section does not restrict either Party from

exercising its rights under this Agreement, complying with legal obligations, responding truthfully to legal process, reporting or disclosing information to governmental authorities, or making truthful statements in the ordinary course of business.

- (s) Notifications and Alerts. Customer hereby grants Redesign the right to utilize Customer information to send alerts, notifications, news, and general correspondence to Customer to provide the Services.
- (t) 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 or email. Notices to Redesign shall be sent to: The Drala Project, Inc. dba The Redesign Group, 222 N Pacific Coast Hwy, Floor 10, El Segundo, CA 90245, Attention: Legal Department.

XV. International Services

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

- (a) International Tax Indemnification. Customer will pay for, and will indemnify, defend and hold Redesign 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 Redesign 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 Redesign in the Services invoices or separately.
- (b) International Taxes Defined. For purposes of this Section XV, "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 Redesign).
- (c) 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 Redesign or any of its Affiliates to register and/or obtain a governmental license, permit, or consent to make the Services available within a jurisdiction, Redesign 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.
- (d) Dispute Resolution for International Services. Customer and Redesign 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 XIII. 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.

- (e) 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.
- (f) Currency. Notwithstanding Section VII(a), for Services provided to Customer locations outside of the United States, Redesign 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.
- (g) 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 Redesign in violation of any applicable export control laws or regulations.
- (h) 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. Redesign makes no representations or warranties regarding compliance with data localization requirements in any jurisdiction.
- (i) Language. All Services provided under this Agreement shall be provided in English unless otherwise agreed in writing in the applicable Order. All notices, communications, and documentation shall be in English.

XVI. Personal Data

If Redesign processes Personal Data on behalf of Customer in connection with the Services, the Data Processing Agreement available at <https://www.redesign-group.com/legal> will apply to such processing and is incorporated into this Agreement by reference. 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 Redesign.

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 Redesign's liability and void certain warranties.

1. Network Security

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

2. Endpoint Security

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

3. Access Controls

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

4. Data Protection

Customer's data backup obligations are set forth in Section II(i) of this Agreement. In addition to those obligations, Customer shall maintain power surge protection for all covered computers and devices.

5. Physical Security

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

6. User Training

- (a) 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. Customer has an affirmative obligation to protect its network environment and to ensure its employees are trained in accordance with this Section.

7. Consequences of Non-Compliance

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

Managed Services Addendum

This Managed Services Addendum ("Addendum") supplements the Services Terms and Conditions between Redesign 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 Redesign 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 Redesign'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 Redesign's default delivery method is remote support. On-site support is available when Redesign 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 Redesign shall use commercially reasonable 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. Redesign's ability to implement a solution to a reported problem may depend on input or information from Customer or from third parties beyond Redesign'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, Redesign 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. Redesign shall classify all support requests and incidents according to the five-tier severity model set forth in Schedule 1. Redesign shall assign severity classifications in its reasonable judgment based on the information available. Customer may request a reclassification, and Redesign shall consider such request in good faith.

4.5 SLA Exclusions. Redesign 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 Redesign'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 Redesign 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 Redesign's knowledge or approval.

5. User Credentials

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

5.2 Customer shall not share User Credentials with any third party without Redesign'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 Redesign's written approval.

5.3 Redesign 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. Redesign, 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, Redesign 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. Redesign 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, Redesign 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 Redesign 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 Redesign via email of all significant proposed changes to Customer's network and shall provide Redesign 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 Redesign are not covered by this Addendum and shall be billed at Redesign's Standard Rates.

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. Redesign'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 Redesign.

(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 Redesign's management tool installation and ongoing support activities.

(j) Domain Administrator accounts or equivalent administrative access must be provided to Redesign 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, Redesign 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 Redesign's written recommendation. Redesign 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 Redesign 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 Redesign shall authorize all server upgrades or repairs. Customer agrees not to perform server upgrades or repairs without notifying Redesign in advance.

11. Training

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

12. Right to Act as Agent and Site Preparation

12.1 Customer designates Redesign 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 Redesign shall have no duty, responsibility, or obligation to make any structural alterations or adjustments to Customer's premises to install Equipment. Customer shall provide Redesign with reasonable access to the premises during Redesign'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 Redesign 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. Redesign 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. Redesign 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. Redesign 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 Redesign, including alterations, software installations, or modifications made by Customer's employees or anyone other than Redesign; (c) any defect or malfunction in hardware or software not

caused by Redesign that adversely affects Redesign's ability to perform the Managed Services; (d) any problem resulting from a Customer resource not under Redesign's management or control; (e) any changes Customer has made to the networking environment that were not communicated to or approved by Redesign; (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 Redesign'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 Redesign or any other source.

14.2 Temporal Exclusions. Redesign 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 Redesign; (b) the battery, electricity, power-protective equipment, or uninterruptible power supply (UPS) has malfunctioned and rendered Redesign 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 Redesign Does Not Perform. Redesign 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, Redesign 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. Redesign 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. Redesign 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 Redesign in any month exceeds the number at the beginning of the preceding month, Redesign 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 Redesign 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, Redesign 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, Redesign 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 Redesign'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 Redesign 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) Redesign 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) Redesign 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 Redesign 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 Redesign. Redesign may terminate this Addendum upon thirty (30) days' advance written notice, with or without cause. Redesign may terminate immediately for illegal conduct by Customer. Redesign 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. Redesign may suspend the Managed Services upon fifteen (15) days' notice if Customer's action or inaction hinders Redesign 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, Redesign shall assist Customer in the orderly transition of the Managed Services, including timely transfer to another designated provider. Customer shall pay Redesign at

Redesign's Standard Rates for any such assistance.

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

18.3 Upon Customer's request, Redesign may provide Customer a copy of Customer's data in exchange for a data-copy fee invoiced at Redesign's Standard Rates, not including the cost of any media used to store the data. Subject to the DPA, the applicable Order, Redesign's backup and retention practices, and any applicable legal hold or legal obligation, after thirty (30) days following termination by either party, Redesign shall have no obligation to maintain or provide Customer data and may delete, disable access to, or render unavailable Customer data from active production systems. Redesign shall have no obligation to delete Customer data from archival, disaster recovery, business continuity, or system backup media maintained in the ordinary course, provided that such data remains protected in accordance with Redesign's standard security and retention practices until deleted in accordance with Redesign's ordinary backup lifecycle.

18.4 Redesign may audit Customer regarding any third-party services and may adjust off-boarding fees to reflect third-party charges passed through to Redesign. 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 XII(g)) 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

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 Redesign'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. Redesign's ability to implement a solution to a reported problem may depend on input or information from Customer or from third parties beyond Redesign'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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