

MASTER SERVICES AGREEMENT

1. Parties & Effective Date of Agreement

This Master Services Agreement ("MSA") is between Colony IT Solutions, LLC, a Massachusetts limited liability company ("CITS"), and the entity identified as the client in an Order Form that references this MSA ("Client").

Provider and Client may be referred to individually as a "Party" and collectively as the "Parties."

This agreement becomes effective on the earliest of a) the date this Agreement is signed by Client; b) the date the Client accepts a Quote, Proposal, Statement of Work, Service Order, or another document incorporating this Agreement by reference; c) the date Client authorizes Provider to commence Services; or the date Provider first delivers Services to Client.

Definitions

"Services" means the managed services, professional services, consulting, cloud services, cybersecurity services, backup services, hosting services, and other services provided by Provider.

"Statement of Work" or "SOW" means a document describing specific services, projects, deliverables, pricing, or scope.

"Quote" means any proposal, estimate, order form, service order, invoice, electronic acceptance, or similar document issued by Provider.

"Third-Party Services" means products, software, licenses, cloud services, telecommunications services, and services provided by parties other than Provider.

"Confidential Information" means non-public information disclosed by either Party and designated as confidential or that reasonably should be understood to be confidential.

"Client Data" means information, records, files, content, and data owned or controlled by Client.

2. Scope of Agreement

2.1 Purpose

The purpose of this Agreement is to establish the terms and conditions governing the services provided by Provider to Client. This Agreement applies to and governs all services, products, subscriptions, licenses, deliverables, and work performed by Provider pursuant to any Covered Document issued by or accepted by Provider.

For purposes of this Agreement, "Covered Documents" include, without limitation:

- (a) Quotes;
- (b) Proposals;
- (c) Service Orders;
- (d) Statements of Work ("SOWs");
- (e) Service Schedules;
- (f) Change Orders;

- (g) Renewal Orders;
- (h) Managed Service Plans;
- (i) Project Agreements; and
- (j) Any other written or electronic document referencing, incorporating, or governed by this Agreement.

2.2 Incorporation of Covered Documents

Each Covered Document is incorporated into this Agreement by reference and forms a part of this Agreement as though fully set forth herein. In the event of a conflict between this Agreement and a Covered Document, the order of precedence set forth in Section 2.3 shall apply.

2.3 Order of Precedence

No Covered Document shall amend, waive, supersede, or modify this Agreement unless such Covered Document expressly identifies the specific Article or Section being modified and clearly states the intended modification. In the event of any conflict, inconsistency, or ambiguity between this Agreement and any Covered Document, the documents shall control in the following order of precedence:

- (a) Change Orders;
- (b) Statements of Work;
- (c) Service Orders, Order Forms, and Quotes;
- (d) Service Schedules;
- (e) This Master Services Agreement.

To the extent reasonably possible, all documents shall be interpreted so as to give effect to each provision without conflict.

3. Acceptance and Incorporation by Reference

3.1 Acceptance

Client may accept this Agreement by:

- (a) executing this Agreement;
- (b) executing or accepting any Covered Document;
- (c) electronically accepting a Covered Document; or
- (d) authorizing Provider in writing to commence Services.

Client's acceptance by any of the foregoing methods shall constitute acceptance of this Agreement and all applicable Covered Documents.

3.2 Incorporation by Reference

This Agreement is incorporated by reference into all Covered Documents. Likewise, each Covered Document is incorporated into and made a part of this Agreement as though fully set forth herein.

The Parties intend that this Agreement and all applicable Covered Documents collectively constitute a single integrated agreement governing the relationship between the Parties.

3.3 Authority to Bind

Each individual accepting this Agreement or any Covered Document on behalf of a Party represents and warrants that he or she possesses full authority to bind such Party to the terms and conditions thereof.

3.4 Electronic Transactions

The Parties agree that electronic signatures, electronic records, email approvals, online quote acceptances, and other electronic manifestations of assent shall have the same force and effect as original handwritten signatures.

3.5 Continued Use of Services

Client's continued use of Services following acceptance of any Covered Document shall constitute ongoing acceptance of this Agreement.

4. Services

4.1 Services Generally

Provider shall provide the services identified in applicable Covered Documents (the "Services"). Services may include managed services, professional services, consulting services, cybersecurity services, cloud services, backup services, hosting services, telecommunications services, procurement services, and other technology-related services offered by Provider.

Provider shall use commercially reasonable efforts to perform the Services in a professional and workmanlike manner.

4.2 Managed Services

Managed Services may include monitoring, maintenance, patch management, help desk support, vendor coordination, administration, and other recurring technology services as described in the applicable Covered Documents.

4.3 Professional Services

Professional Services include projects, installations, migrations, assessments, consulting, implementation, remediation, and similar non-recurring services.

4.4 Service Changes

Provider may modify, add, remove, replace, or discontinue specific tools, methods, platforms, personnel, software, vendors, and technologies used to provide Services provided that such changes do not materially reduce the overall Services purchased by Client.

4.5 Third-Party Providers

Provider may utilize subcontractors, vendors, service providers, cloud providers, and third-party technologies in the delivery of Services.

Provider shall remain responsible for Services performed by its authorized subcontractors.

4.6 Unsupported Environments

Provider may decline to support hardware, software, operating systems, networks, applications, processes, or technologies that are obsolete, unsupported by the manufacturer, end-of-life, end-of-support, insecure, or otherwise unsuitable for continued operation.

4.7 Excluded Services

Services not expressly identified in a Covered Document are excluded from the Services and may require a separate agreement, quote, statement of work, or change order.

4.8 Emergency Services

Provider may perform emergency, after-hours, or expedited services when reasonably necessary to respond to service interruptions, security incidents, system failures, or other urgent circumstances. Such services may be billed at then-current rates unless otherwise specified in a Covered Document.

4.9 No Exclusivity

Client acknowledges that Provider offers services to multiple customers and nothing in this Agreement shall be construed to grant Client exclusive access to Provider's personnel, tools, resources, or services unless expressly agreed in writing.

5. Client Responsibilities

5.1 Cooperation and Access

Client shall provide Provider with timely access to personnel, systems, facilities, equipment, applications, accounts, documentation, credentials, and other resources reasonably necessary for Provider to perform the Services.

Client acknowledges that Provider's performance may be delayed or impaired by Client's failure to provide such access, information, or cooperation.

5.2 Authorized Contacts

Client shall designate one or more authorized representatives with authority to make decisions, approve work, request changes, and communicate with Provider regarding the Services.

Provider may rely upon instructions and approvals received from such authorized representatives unless Provider receives written notice to the contrary.

5.3 Accurate Information

Client shall provide accurate, complete, and current information reasonably requested by Provider.

Provider shall not be responsible for delays, errors, service interruptions, or additional expenses resulting from inaccurate, incomplete, misleading, or untimely information provided by Client.

5.4 Supported Environment

Client shall maintain hardware, software, operating systems, networks, cloud environments, and other technology assets in a condition reasonably suitable for the Services.

Client shall maintain valid licenses, subscriptions, support agreements, warranties, and maintenance contracts as reasonably required for Provider to perform the Services.

5.5 Security Responsibilities

Client remains responsible for its users, employees, contractors, policies, procedures, physical security, regulatory compliance obligations, password practices, identity verification processes, and business operations.

Nothing in this Agreement transfers overall responsibility for Client's business operations or security program to Provider.

5.6 Administrative Access and Third-Party Control

Client acknowledges that systems, applications, cloud services, and other environments may be accessed, administered, or modified by Client personnel, vendors, contractors, consultants, software providers, or other third parties not controlled by Provider.

Provider shall not be responsible for issues arising from changes, configurations, permissions, access grants, administrative activities, policy modifications, or other actions performed by persons outside the Provider's control.

5.7 Unauthorized or Unapproved Changes

Client shall notify Provider of material changes to systems, networks, configurations, applications, cloud environments, security settings, administrative roles, or other technology resources that may affect the Services.

Provider shall not be responsible for service interruptions, performance degradation, security incidents, compliance issues, or additional costs resulting from changes made without Provider's knowledge or approval.

5.8 Compliance with Recommended Standards

Provider may establish and maintain minimum technical, operational, licensing, documentation, backup, security, or support standards necessary for efficient service delivery.

Client acknowledges that failure to adhere to such standards may increase operational, security, compliance, and business risks.

5.9 Deviation from Recommended Standards

Where Client elects not to implement, maintain, or follow Provider's recommended standards, configurations, procedures, policies, or controls, Provider may exclude the affected systems, services, applications, processes, or environments from service coverage.

Provider shall not be liable for incidents, interruptions, losses, compromises, failures, damages, costs, or claims arising from such deviation.

5.10 Client Acceptance of Risk

Client acknowledges that Provider may periodically recommend security controls, operational improvements, software upgrades, hardware replacements, process changes, backup configurations, account restrictions, identity controls, administrative limitations, or other measures intended to reduce risk.

If Client declines, delays, overrides, modifies, or fails to implement such recommendations, Client accepts the risks associated with such decision. Any allocation of risk arising from Client's failure to implement

Provider recommendations shall be governed exclusively by Article 11 (Risk Acceptance and Excluded Liability).

5.11 Regulatory and Legal Compliance

Client remains solely responsible for determining and maintaining compliance with all laws, regulations, industry standards, contractual obligations, and regulatory requirements applicable to its business.

Unless expressly stated in a Covered Document, Provider does not warrant that the Services will ensure compliance with any particular legal, regulatory, cybersecurity, privacy, or industry requirement.

5.12 Duty to Report Incidents

Client shall promptly notify Provider of suspected security incidents, unauthorized access, service disruptions, data loss events, compliance concerns, or other material issues that may affect the Services.

Provider shall not be responsible for damages attributable to Client's failure to timely report such events.

6. Third-Party Products and Services

6.1 Use of Third-Party Products and Services

Provider may utilize, resell, license, configure, support, monitor, manage, integrate, or otherwise provide access to third-party products and services in connection with the Services.

Such third-party products and services may include software, hardware, cloud services, telecommunications services, security solutions, backup solutions, hosting services, domain registration services, productivity platforms, internet services, and other technologies provided by third-party vendors.

6.2 Third-Party Terms

Certain third-party products and services may be subject to separate license agreements, end-user license agreements, acceptable use policies, service terms, privacy policies, or other contractual requirements imposed by the applicable third-party provider.

Client agrees to comply with all applicable third-party terms and conditions and shall be responsible for any violation thereof.

6.3 No Control Over Third-Party Providers

Client acknowledges that Provider does not own, operate, or control third-party providers and has no authority over the operations, performance, security, availability, support, pricing, policies, or business decisions of any third-party provider.

Provider shall not be responsible for the acts, omissions, failures, delays, outages, interruptions, security incidents, service degradations, pricing changes, feature modifications, or discontinuation of any third-party product or service.

6.4 Third-Party Service Availability

Provider does not warrant or guarantee the availability, performance, compatibility, security, functionality, or continued operation of any third-party product or service.

Any service level commitments contained in this Agreement apply solely to Services directly provided by Provider and do not apply to third-party products or services.

6.5 Vendor Changes and Product Substitutions

Provider reserves the right to replace, substitute, supplement, or discontinue third-party products, vendors, platforms, tools, or technologies utilized in the delivery of Services, provided such changes do not materially reduce the overall functionality of the applicable Service.

Provider shall use commercially reasonable efforts to provide advance notice of material changes when practical.

6.6 Client Selected Vendors

Where Client directs Provider to utilize, support, integrate, retain, or work with a specific third-party product, vendor, platform, application, service provider, consultant, or technology not recommended by Provider, Client assumes all risks arising from such decision.

Provider shall not be responsible for incidents, compatibility issues, operational failures, security deficiencies, support limitations, compliance concerns, performance problems, or additional costs attributable to Client's selection of such third-party provider.

6.7 Third-Party Administrative Access

Provider shall not be responsible for any configuration changes, permissions, access modifications, security alterations, software installations, policy changes, administrative actions, or other activities performed by third-party vendors, consultants, contractors, software providers, or service providers who possess access to Client systems or environments.

6.8 Vendor Support and Escalation

Provider may, as a convenience to Client, assist with communications, troubleshooting, coordination, support requests, warranty claims, or escalations involving third-party providers.

Provider does not guarantee response times, resolution times, outcomes, or cooperation from any third-party provider and shall not be liable for delays or failures caused by such provider.

6.9 Licensing and Subscription Responsibility

Client shall remain responsible for maintaining all licenses, subscriptions, renewals, registrations, warranties, support contracts, and other rights required for the lawful operation of Client's systems, software, services, and environments, unless expressly assumed by Provider in a Covered Document.

6.10 Limitation of Liability for Third-Party Products

Provider shall have no liability arising from or relating to the failure, outage, discontinuation, compromise, defect, security vulnerability, licensing issue, interoperability issue, data loss, business interruption, or other condition caused in whole or in part by any third-party product or service, except to the extent resulting directly from Provider's gross negligence or willful misconduct.

7. Fees and Payment

7.1 Fees

Client shall pay Provider all fees, charges, expenses, and amounts identified in this Agreement and any applicable Covered Document.

Fees may include, without limitation:

- (a) Recurring managed service fees;
- (b) Professional service fees;
- (c) Project fees;
- (d) Hardware and equipment charges;
- (e) Software licensing and subscription fees;
- (f) Cloud service fees;
- (g) Third-party product and service charges;
- (h) After-hours, emergency, or expedited service fees; and
- (i) Any other charges agreed upon by the Parties.

Unless otherwise specified in a Covered Document, all fees are stated in U.S. Dollars.

7.2 Invoicing

Provider shall invoice Client in accordance with the terms set forth in the applicable Covered Document.

Recurring services may be invoiced in advance, while professional services, project work, and variable charges may be invoiced in arrears.

Client agrees that invoices delivered electronically shall constitute valid invoices for all purposes.

7.3 Payment Terms

Unless otherwise stated in a Covered Document, all invoices are due and payable within ten (10) days of the invoice date without offset, deduction, withholding, or counterclaim.

Payments shall be made through Provider's approved payment methods.

7.4 Automatic Payment Authorization

Where Client enrolls in automatic payment processing, Client authorizes Provider and its payment processors to charge Client's designated payment method for all amounts due under this Agreement and applicable Covered Documents.

Client shall maintain current and accurate payment information at all times.

7.5 Late Payments

Any amount not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

Provider may assess reasonable administrative fees, collection expenses, returned payment fees, and legal fees incurred in collecting overdue amounts.

7.6 Suspension of Services

Provider may suspend or limit some or all Services upon written notice if any undisputed invoice remains unpaid fifteen (15) days after its due date.

Provider shall have no liability for losses, interruptions, data unavailability, delays, or damages resulting from a suspension implemented under this Section.

Provider may require payment of all outstanding amounts, including any applicable reinstatement fees, prior to restoring Services.

7.7 Disputed Invoices

Client shall notify Provider in writing of any good-faith invoice dispute within ten (10) days of the invoice date specifying the basis for the dispute.

Failure to provide timely notice shall constitute acceptance of the invoice.

The Parties shall cooperate in good faith to resolve any properly disputed amounts. Undisputed portions of an invoice remain due and payable in accordance with this Agreement.

7.8 Taxes

All fees are exclusive of taxes unless expressly stated otherwise.

Client shall be responsible for all applicable sales, use, excise, telecommunications, value-added, and similar taxes, assessments, duties, and governmental charges arising from the Services, excluding taxes based solely on Provider's net income.

7.9 Fee Adjustments

Provider may adjust recurring service fees upon thirty (30) days written notice.

Except for third-party vendor pass-through increases, material pricing changes shall become effective only upon the next annual anniversary of Client's Effective Date.

Provider may immediately adjust fees resulting from changes to third-party vendor pricing, taxes, regulatory fees, licensing costs, telecommunications costs, cloud service costs, or other costs outside Provider's reasonable control.

7.10 Third-Party Licenses and Subscriptions

Client acknowledges that software licenses, cloud services, subscriptions, telecommunications services, and other third-party products may be subject to minimum commitment periods, non-refundable charges, annual commitments, automatic renewals, or vendor-imposed payment obligations.

Client shall remain responsible for all such charges incurred on Client's behalf, regardless of whether the underlying vendor permits cancellation or refund.

7.11 Refunds

Except as expressly provided in this Agreement or required by law, all fees paid or payable under this Agreement are non-refundable.

8. Confidentiality

Each Party may receive or obtain access to non-public, confidential, proprietary, technical, financial, business, or customer information of the other Party ("Confidential Information") in connection with this Agreement.

Each Party agrees to use Confidential Information solely for purposes related to the performance of this Agreement, to protect such Confidential Information using reasonable care, and not to disclose such Confidential Information to any third party except to employees, contractors, professional advisors, or service providers who have a legitimate need to know and who are subject to confidentiality obligations.

Confidential Information does not include information that: (a) is publicly available through no fault of the receiving Party; (b) was lawfully known prior to disclosure; (c) is lawfully obtained from a third party without restriction; or (d) is independently developed without use of the disclosing Party's Confidential Information.

A Party may disclose Confidential Information where required by law, regulation, court order, or legal process.

Upon termination of this Agreement, each Party shall, upon request, return or destroy the other Party's Confidential Information, except where retention is required by law, insurance, audit, backup, archival, or legitimate business recordkeeping purposes.

The obligations of this Section shall survive termination of this Agreement for a period of five (5) years, except for trade secrets and security-sensitive information, which shall remain protected for so long as such information remains confidential.

9. Data Protection and Privacy

Provider may access, transmit, store, process, monitor, or otherwise handle Client Data as reasonably necessary to provide the Services.

Provider shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Client Data from unauthorized access, use, alteration, disclosure, or destruction. Client acknowledges, however, that no system, network, security control, or technology can guarantee absolute security.

Client retains all right, title, and interest in and to Client Data. Except as necessary to provide the Services, comply with legal obligations, enforce this Agreement, or as otherwise authorized by Client, Provider shall not use or disclose Client Data.

Client remains responsible for determining whether the Services are appropriate for its legal, regulatory, compliance, privacy, record retention, or data governance requirements. Unless expressly agreed in a Covered Document, Provider does not warrant or represent that the Services will satisfy any particular legal, regulatory, privacy, or industry-specific compliance obligation.

In the event Provider becomes aware of unauthorized access to Client Data within Provider's systems that materially affects Client Data, Provider shall notify Client without undue delay and, where reasonably practicable, within seventy-two (72) hours after confirming:

- (a) unauthorized access to Client Data within Provider-controlled systems; or

(b) a material cybersecurity incident affecting systems or services managed by Provider on Client's behalf.

The Parties agree to comply with applicable privacy and data protection laws to the extent such laws apply to their respective activities under this Agreement.

10. Cybersecurity

Provider may provide cybersecurity-related Services, including without limitation security monitoring, endpoint protection, threat detection, vulnerability management, email security, identity management, backup services, incident response, security awareness training, and related services as described in applicable Covered Documents.

Client acknowledges that no cybersecurity solution, technology, service, control, or provider can eliminate all risk or guarantee protection against ransomware, phishing, malware, business email compromise, insider threats, zero-day vulnerabilities, nation- state attacks, social engineering, data breaches, or other cyber incidents.

Cybersecurity is a shared responsibility. Provider is responsible only for those security measures expressly identified in applicable Covered Documents. Client remains responsible for user conduct, access management, password security, employee training, regulatory compliance, business processes, and all security obligations not expressly assumed by Provider.

Provider may periodically recommend software updates, security controls, hardware replacements, policy changes, configuration changes, access restrictions, authentication requirements, backup improvements, or other measures intended to reduce risk. Such recommendations may be communicated in writing, electronically, through service tickets, reports, assessments, proposals, or other reasonable means.

Any allocation of risk arising from Client's decision to decline, delay, modify, override, remove, or otherwise fail to implement such recommendations shall be governed exclusively by Article 11 (Risk Acceptance and Excluded Liability).

Client acknowledges that the failure to implement recommended security measures may materially increase the likelihood of security incidents, data loss, compliance violations, system interruptions, financial loss, or unauthorized access.

Where Client declines, delays, overrides, modifies, removes, or otherwise fails to implement recommended security measures, any resulting allocation of risk shall be governed exclusively by Article 11 (Risk Acceptance and Excluded Liability). Provider may designate certain security controls, operational standards, technologies, configurations, procedures, or practices as minimum requirements for service coverage.

Provider may exclude systems, applications, accounts, processes, environments, or services from coverage where Client elects not to maintain such standards.

Client shall promptly notify Provider of any suspected security incident, unauthorized access, credential compromise, fraudulent activity, malware infection, data breach, or other event that may impact the Services or Client environment.

Unless expressly stated in a Covered Document, Provider does not guarantee detection, prevention, mitigation, or recovery from any cybersecurity event and does not warrant that the Services will satisfy any particular security, compliance, or regulatory requirement.

11. Risk Acceptance and Excluded Liability

Client acknowledges that technology, cybersecurity, cloud services, telecommunications services, software platforms, and information systems involve inherent risks that cannot be completely eliminated through the Services.

Provider may periodically identify risks, deficiencies, vulnerabilities, unsupported technologies, operational concerns, security exposures, compliance issues, or other conditions that may adversely affect Client's environment. Such findings may be communicated through assessments, reports, tickets, proposals, recommendations, meetings, email communications, or other reasonable means.

Where Client declines, delays, modifies, overrides, disables, removes, or otherwise fails to implement a recommendation made by Provider, Client shall be deemed to have accepted the associated risks.

Examples of recommendations subject to this Section include, without limitation:

- (a) multi-factor authentication;
- (b) security awareness training;
- (c) endpoint protection or EDR solutions;
- (d) backup and disaster recovery services;
- (e) software updates and patch management;
- (f) hardware replacement;
- (g) operating system upgrades;
- (h) administrative access restrictions;
- (i) privileged identity management;
- (j) conditional access policies;
- (k) network segmentation;
- (l) email security controls; and
- (m) other security, operational, or compliance-related recommendations.

Provider shall not be liable for any loss, damage, interruption, unauthorized access, compromise, data loss, fraud, ransomware event, compliance failure, business interruption, claim, cost, or expense arising from or materially related to Client's decision not to implement Provider's recommendations.

Provider may designate specific systems, applications, accounts, devices, configurations, processes, services, or environments as excluded from service coverage where Client elects not to maintain Provider's recommended standards, requirements, or controls. Provider shall have no responsibility for issues affecting such excluded items.

Client further acknowledges that actions performed by Client personnel, Client representatives, third-party vendors, software providers, contractors, consultants, or other persons with access to Client systems may materially affect the security, reliability, availability, and performance of the Services. Provider shall not be liable for losses or damages resulting from such actions.

The risk allocation provisions of this Article shall apply only where Provider identifies a material risk in writing, identifies the recommended remediation, corrective action, or security control, and Client acknowledges, declines, delays, overrides, or otherwise elects not to implement such recommendation in

writing. Any limitation of liability arising from such decision shall apply only to losses, claims, incidents, or damages reasonably related to the identified risk or unimplemented recommendation.

Where Provider identifies a significant risk and documents such risk in writing, Client's decision to proceed without implementing the recommended remediation shall constitute acceptance of such risk and a waiver of claims against Provider arising from that specific condition to the extent permitted by applicable law.

The provisions of this Article constitute the exclusive procedure by which risk may be allocated to Client based upon Client's decision not to implement Provider recommendations and shall supersede any inconsistent provision elsewhere in this Agreement.

12. Backup and Disaster Recovery

12.1 Backup Services

Provider may provide backup, replication, archival, retention, restoration, monitoring, storage, and related services as described in applicable Covered Documents.

The scope, frequency, retention periods, storage locations, technologies, and procedures applicable to backup services shall be defined in the applicable Covered Documents.

Client acknowledges that backup services are intended to improve data recoverability and operational resilience and are not intended to eliminate all risks associated with data loss, corruption, destruction, unauthorized access, or business interruption.

12.2 Disaster Recovery Services

Provider may provide disaster recovery, business continuity, system failover, infrastructure recovery, continuity planning, recovery testing, or related services as described in applicable Covered Documents.

Disaster recovery services are designed to assist Client in recovering from specified operational disruptions but do not guarantee uninterrupted operations, continuous availability, or recovery from every incident, disaster, or failure.

Unless expressly stated in a Covered Document, disaster recovery services do not include business continuity planning, regulatory continuity programs, alternate work locations, emergency staffing, crisis communications, legal compliance planning, or operational continuity planning.

12.3 No Guarantee of Recovery

Client acknowledges that all backup, archival, replication, storage, restoration, disaster recovery, and business continuity services involve inherent technological and operational limitations.

Provider does not warrant or guarantee that any backup, replication process, archive, retention method, storage solution, recovery procedure, disaster recovery plan, or business continuity measure will successfully prevent data loss or restore data, systems, applications, services, or operations following any incident, cyberattack, ransomware event, human error, equipment malfunction, software defect, service outage, natural disaster, or other event.

Backup and disaster recovery services are intended to improve recoverability and resilience but do not guarantee the prevention of data loss, corruption, destruction, unauthorized access, business interruption, or successful system restoration.

12.4 Recovery Objectives

Any recovery objectives, service levels, retention periods, recovery point objectives ("RPO"), recovery time objectives ("RTO"), restoration targets, storage capacities, or other performance metrics shall apply only if expressly stated in a Covered Document.

Unless expressly agreed in writing, any recovery objectives communicated by Provider are estimates only and shall not constitute warranties or guarantees.

Client acknowledges that actual recovery times and recovery results may vary depending upon the nature of the incident, system complexity, third-party service availability, data conditions, infrastructure limitations, and other factors outside Provider's reasonable control.

12.5 Client Responsibilities

Client remains solely responsible for determining the appropriateness of backup, retention, archival, disaster recovery, and business continuity services for Client's operations.

Client shall be responsible for:

- (a) identifying critical systems and data;
- (b) determining required retention periods;
- (c) identifying legal hold requirements;
- (d) identifying regulatory retention obligations;
- (e) identifying business continuity requirements;
- (f) reviewing recovery objectives; and
- (g) promptly reporting suspected backup failures, data loss, or restoration needs.

Provider shall not be responsible for deficiencies resulting from Client's failure to communicate such requirements.

12.6 Recovery Testing

Provider may perform restoration testing, recovery validation, business continuity exercises, disaster recovery testing, and related services as described in applicable Covered Documents.

Unless otherwise expressly included in a Covered Document, recovery testing shall be performed only upon Client's request and may be billed at Provider's then-current rates.

Client acknowledges that backup systems which have not been periodically tested may not perform as expected during an actual recovery event.

12.7 Backup Liability

Provider shall not be liable for data loss, data corruption, partial recovery, delayed recovery, incomplete restoration, backup failure, storage failure, disaster recovery failure, business interruption, loss of revenue, loss of profits, loss of goodwill, loss of business opportunity, or other damages arising from or related to:

- (a) failure of backup systems;
- (b) failure of disaster recovery systems;
- (c) corruption of backup data;

- (d) third-party storage failures;
- (e) cloud service outages;
- (f) ransomware or cybersecurity incidents;
- (g) acts or omissions of Client or third parties;
- (h) Client's failure to implement Provider's recommendations;
- (i) Client's failure to maintain supported systems; or
- (j) circumstances outside Provider's reasonable control.

Nothing in this Section shall limit liability to the extent caused directly by Provider's gross negligence, fraud, or willful misconduct where such limitation is prohibited by applicable law.

12.8 Excluded Backup and Recovery Risks

Provider shall not be responsible for the recovery, restoration, preservation, or reconstruction of data that:

- (a) was never included within a covered backup scope;
- (b) was deleted or altered by Client personnel or third parties;
- (c) existed outside designated backup systems;
- (d) exceeded contracted retention periods;
- (e) resided within unsupported applications, devices, or systems; or
- (f) became unavailable due to encryption, corruption, licensing restrictions, legal restrictions, or third-party service limitations.

12.9 Provider Recommendations

Provider may periodically recommend modifications to backup configurations, retention policies, storage capacity, disaster recovery procedures, recovery testing schedules, business continuity measures, or other controls intended to reduce operational or cybersecurity risks.

Where Client declines, delays, modifies, overrides, or otherwise fails to implement such recommendations, Client accepts the risks associated with such decision and Article 11 (Risk Acceptance and Excluded Liability) shall apply.

13. Intellectual Property Rights

Each Party retains all rights, title, and interest in and to its respective intellectual property. Client retains sole ownership of all Client Data, business records, content, trademarks, logos, and other materials owned or provided by Client. Provider retains sole ownership of its methodologies, processes, documentation templates, scripts, automation, software, tools, know-how, and other intellectual property used in connection with the Services.

Client grants Provider a limited, non-exclusive license to access, use, process, store, transmit, and otherwise utilize Client Data and Client-owned materials solely as necessary to provide the Services, comply with legal obligations, maintain security, perform backup and recovery services, and fulfill Provider's obligations under this Agreement.

Provider grants Client a limited, non-exclusive license to use deliverables specifically created for Client under the applicable Covered Documents for Client's internal business purposes. Notwithstanding the foregoing, Provider retains ownership of all underlying methodologies, processes, templates, software, automation, tools, and other Provider- developed intellectual property incorporated into such deliverables.

Any suggestions, recommendations, feedback, or enhancement requests voluntarily provided by Client may be used by Provider without restriction or obligation. Except for the limited rights expressly granted herein, no ownership, license, or other intellectual property rights are transferred between the Parties.

14. Warranties

Each Party represents and warrants that it has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.

Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Client's sole and exclusive remedy for a breach of this warranty shall be Provider's reasonable efforts to re-perform the affected Services.

Client represents and warrants that it possesses all rights, permissions, and authorizations necessary for Provider to access, use, process, and manage Client systems, accounts, applications, data, and other materials as necessary to provide the Services. Client further warrants that its use of the Services and all materials provided to Provider shall comply with applicable laws and third-party obligations.

Provider makes no warranty regarding any third-party products, software, hardware, cloud services, telecommunications services, or other services provided by third parties, and any warranties relating thereto shall be limited to those provided by the applicable third-party provider, if any.

Client acknowledges that information technology systems, cybersecurity solutions, cloud services, backup systems, and telecommunications services are inherently subject to interruptions, vulnerabilities, outages, failures, and other operational risks. Except as expressly provided in this Article, all additional warranties are disclaimed and shall be governed by Article 15 (Disclaimer of Warranties).

15 Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 14, THE SERVICES, DELIVERABLES, SOFTWARE, DOCUMENTATION, REPORTS, ADVICE, RECOMMENDATIONS, HARDWARE, AND ALL OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, OR PERFORMANCE.

15.1 No Guarantee of Availability

Provider does not warrant or guarantee that any Services, systems, networks, applications, cloud services, websites, communication services, telecommunications services, software, or technology environments will be continuously available, uninterrupted, error- free, or free from delays.

Client acknowledges that outages, interruptions, downtime, maintenance events, service degradation, and performance issues may occur due to factors within or outside Provider's control.

15.2 No Guarantee of Security

Provider does not warrant or guarantee that any system, network, software, service, device, security control, authentication method, monitoring solution, backup system, or cybersecurity service will prevent all unauthorized access, cyberattacks, malware infections, ransomware events, phishing attacks, social engineering incidents, insider threats, fraud, data breaches, or other cybersecurity events.

Client acknowledges that cybersecurity risk can be reduced but cannot be eliminated and that no security solution or service can guarantee complete protection from evolving threats.

15.3 No Guarantee of Backup Recovery

Provider does not warrant or guarantee the successful operation of any backup, storage, replication, retention, archival, disaster recovery, business continuity, or data restoration process.

Provider further disclaims any warranty that data, systems, applications, services, or operations can or will be fully restored following any interruption, failure, cyberattack, disaster, or loss event.

15.4 No Other Warranties or Guarantees

Provider does not warrant or guarantee that the Services will satisfy any legal, regulatory, contractual, insurance, privacy, cybersecurity, industry, or compliance requirement unless expressly stated in a Covered Document.

Provider makes no warranty regarding any third-party product, software, hardware, cloud platform, internet service, telecommunications service, hosted application, vendor service, or other third-party offering.

Any recommendations, assessments, reports, analyses, guidance, forecasts, projections, security findings, compliance observations, or other information provided by Provider are furnished for informational purposes only and shall not constitute a warranty, guarantee, or assurance of any particular outcome.

Provider does not warrant or guarantee any specific business, operational, financial, security, compliance, insurance, or commercial result arising from the Services.

Client acknowledges that the warranties expressly stated in Article 14 constitute the sole warranties provided by Provider and that no statement, proposal, quotation, marketing material, presentation, recommendation, estimate, or other communication shall create any warranty unless expressly incorporated into this Agreement through a Covered Document executed by the Parties.

16. Limitation of Liability

16.1 Exclusions of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION, DIMINUTION IN VALUE, OR LOSS,

CORRUPTION, DESTRUCTION, COMPROMISE, OR RECOVERY OF DATA, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 Liability Cap

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 16.4, PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR ANY COVERED DOCUMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO PROVIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IF THE CLAIM ARISES DURING THE FIRST TWELVE (12) MONTHS OF THE PARTIES' RELATIONSHIP, THE LIABILITY CAP SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID BY CLIENT TO PROVIDER PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

16.3 Claims Involving Cybersecurity, Backup, and Third-Party Services

Provider shall not be liable for cybersecurity events, data loss, backup failures, or recovery failures except to the extent directly caused by Provider's gross negligence, fraud, or willful misconduct.

Nothing in this Section shall exclude liability arising from Provider's ordinary negligence; provided, however, that any such liability shall remain subject to the limitations and liability cap set forth in this Article.

16.4 Exceptions

THE LIMITATIONS SET FORTH IN THIS ARTICLE SHALL NOT APPLY TO:

- (a) A PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION;
- (b) A PARTY'S WILLFUL MISCONDUCT;
- (c) A PARTY'S GROSS NEGLIGENCE.

16.5 Multiple Claims

MULTIPLE CLAIMS, EVENTS, INCIDENTS, OR CAUSES OF ACTION ARISING OUT OF THE SAME OR RELATED FACTS, CIRCUMSTANCES, SERVICES, OR EVENTS SHALL BE TREATED AS A SINGLE CLAIM FOR PURPOSES OF THIS ARTICLE, AND THE LIABILITY CAP SHALL APPLY ONCE TO SUCH CLAIMS IN THE AGGREGATE.

16.6 Essential Basis of the Agreement

THE PARTIES ACKNOWLEDGE THAT THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES FURTHER ACKNOWLEDGE THAT, ABSENT SUCH LIMITATIONS, THE FEES CHARGED FOR THE SERVICES WOULD BE SUBSTANTIALLY HIGHER.

16.7 Exclusivity Remedy

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE CLIENT'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATED TO THE SERVICES, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

17 Indemnification

17.1 Client Indemnification

Client shall defend, indemnify, and hold harmless Provider, its officers, directors, members, employees, contractors, agents, successors, and assigns from and against any and all third-party claims, demands, actions, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) Client's breach of this Agreement;
- (b) Client's violation of applicable laws, regulations, industry requirements, or contractual obligations;
- (c) Client Data, content, materials, software, or other information supplied by Client;
- (d) Client's unauthorized, unlawful, negligent, or improper use of the Services;
- (e) Client's failure to obtain required permissions, authorizations, licenses, or consents; or
- (f) acts or omissions of Client, its employees, contractors, agents, vendors, consultants, or other persons acting on Client's behalf.

17.2 Provider Indemnification

Provider shall defend, indemnify, and hold harmless Client from any third-party claim alleging that Services provided solely by Provider directly infringe a valid United States copyright, trademark, or patent, provided that:

- (a) Client promptly notifies Provider of the claim;
- (b) Client provides reasonable cooperation in the defense of the claim; and
- (c) Provider retains sole control of the defense and settlement of the claim.

17.3 Exclusions

Provider shall have no obligation under Section 17.2 to the extent a claim arises from:

- (a) Client Data or materials provided by Client;
- (b) modifications made by Client or third parties;
- (c) use of third-party products or services;
- (d) Client's failure to follow Provider's instructions or recommendations; or
- (e) combinations of Services with products, systems, applications, or technologies not supplied by Provider.

17.4 Defense and Settlement

The indemnifying Party shall have the right to control the defense and settlement of any indemnified claim, provided that no settlement imposing liability or obligations upon the indemnified Party may be entered into without that Party's prior written consent, which shall not be unreasonably withheld.

The indemnified Party shall provide reasonable cooperation in the defense of the claim at the indemnifying Party's expense.

17.5 Exclusive Remedy

This Article sets forth each Party's sole and exclusive rights and remedies with respect to third-party claims subject to indemnification under this Agreement.

18. Insurance

18.1 Provider Insurance

During the term of this Agreement, Provider shall maintain:

- (a) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence;
- (b) Technology Errors and Omissions / Professional Liability Insurance with limits of not less than \$1,000,000 per claim;
- (c) Cyber Liability Insurance with limits of not less than \$1,000,000 per claim; and
- (d) Workers' Compensation Insurance as required by applicable law.

Provider's maintenance of insurance shall not increase Provider's liability beyond the limitations set forth in this Agreement and shall not be construed as an admission regarding the amount or type of damages that may be recoverable under this Agreement.

18.2 Client Insurance

Client shall maintain insurance coverage appropriate for its industry, operations, regulatory requirements, and risk profile.

Client acknowledges that certain losses arising from data breaches, cybercrime, ransomware, social engineering, fraud, business interruption, regulatory investigations, privacy incidents, and similar events may be insured under specialized insurance policies maintained by Client.

18.3 Cyber Insurance

Provider recommends that Client maintain appropriate cyber liability insurance coverage throughout the term of this Agreement.

Such coverage should be sufficient to address risks including, without limitation, unauthorized access, data breaches, ransomware events, business email compromise, social engineering, fraud, privacy claims, business interruption, regulatory actions, and data restoration costs.

Client acknowledges that the Services provided under this Agreement are not a substitute for insurance coverage and that cybersecurity risks cannot be entirely eliminated through technology, services, policies, or procedures.

18.4 Waiver of Recovery for Insured Losses

To the extent permitted by applicable law, neither Party shall pursue recovery from the other Party for losses covered by the pursuing Party's insurance policies, except to the extent caused by gross negligence, fraud, or willful misconduct.

Each Party shall use commercially reasonable efforts to obtain endorsements from its insurers permitting such waivers where available.

18.5 No Representation Regarding Coverage

Provider makes no representation or warranty regarding the availability, adequacy, scope, limits, exclusions, or effectiveness of any insurance maintained by Client.

Client remains solely responsible for determining the types and amounts of insurance necessary to protect its business, operations, personnel, customers, assets, data, and technology environment.

18.6 Proof of Insurance

Upon written request, Provider shall furnish Client with a certificate of insurance evidencing Provider's insurance coverage then in effect.

Such certificate shall be provided for informational purposes only and shall not amend, expand, or alter the coverage provided by the applicable insurance policies.

Provider shall have no obligation to disclose confidential policy terms, premiums, endorsements, exclusions, or other proprietary insurance information except as required by law.

18.7 Effect of Insurance

The existence of insurance maintained by either Party shall not expand, waive, modify, or otherwise affect any limitation of liability, disclaimer of warranty, indemnification obligation, exclusion of damages, or other risk allocation provision contained in this Agreement.

19. Term and Modification

19.1 Term

This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis until terminated in accordance with Article 20.

19.2 Continuation

Unless terminated pursuant to Article 20, this Agreement shall automatically continue from month to month and shall govern all Services provided under applicable Covered Documents.

19.3 Annual Review and Modification

Provider may modify this Agreement, any Covered Document, Service Schedule, policy, procedure, service standard, pricing schedule, or other business terms upon not less than sixty (60) days' prior written notice to Client.

Any such modification shall become effective on the next annual anniversary of Client's Effective Date.

If Client objects to a modification, Client may terminate this Agreement by providing written notice prior to the effective date of the modification. Such termination shall be effective on the annual anniversary date without further obligation other than payment of outstanding charges and non-cancellable third-party commitments incurred on Client's behalf.

Client's continued use of the Services following the effective date of a modification shall constitute acceptance of the modified terms.

Price adjustments resulting from increases imposed by third-party vendors, licensors, cloud providers, telecommunications providers, software publishers, distributors, or government authorities may become

effective upon thirty (30) days' prior written notice and are not subject to the annual anniversary limitation set forth above.

19.4 Survival of Covered Documents

Unless expressly terminated, superseded, or replaced, Covered Documents executed pursuant to this Agreement shall remain in force and effect and shall remain subject to this Agreement.

19.5 Service Commitments

Certain Services, subscriptions, licenses, cloud services, telecommunications services, hardware leases, or third-party products may be subject to minimum commitment periods, vendor-imposed contract terms, annual commitments, or other obligations.

Client shall remain responsible for all charges associated with such commitments unless otherwise agreed in writing by Provider.

20. Termination

20.1 Termination for Cause

Either Party may terminate this Agreement or any applicable Covered Document upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail.

If the breach is incapable of cure, the non-breaching Party may terminate this Agreement immediately upon written notice.

20.2 Termination for Nonpayment

Provider may suspend or terminate some or all Services upon written notice if Client fails to pay any undisputed amount when due and such failure continues for fifteen (15) days following written notice from Provider.

Suspension or termination for nonpayment shall not relieve Client of its obligation to pay all amounts accrued or otherwise due under this Agreement.

Provider shall not be liable for any loss, interruption, data unavailability, delay, or damages resulting from a suspension or termination permitted under this Section.

20.3 Termination for Insolvency

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- (a) becomes insolvent;
- (b) ceases business operations;
- (c) makes a general assignment for the benefit of creditors;
- (d) files or has filed against it a petition for bankruptcy, receivership, reorganization, or similar proceeding that is not dismissed within sixty (60) days; or
- (e) becomes subject to a receiver, trustee, or similar custodian.

20.4 Termination for Convenience

Either Party may terminate this Agreement or any applicable Covered Document for convenience upon sixty (60) days' prior written notice to the other Party.

20.5 Immediate Termination by Provider

Provider may immediately terminate this Agreement upon written notice if Client:

- (a) engages in unlawful activity;
- (b) uses the Services in a fraudulent, abusive, threatening, or malicious manner;
- (c) materially interferes with Provider's ability to perform the Services;
- (d) repeatedly disregards Provider's security requirements or operational standards; or
- (e) creates a situation that presents a material risk to the security, integrity, legality, or stability of the Services.

20.6 Effect of Termination

Upon expiration or termination of this Agreement:

- (a) Provider's obligation to provide Services shall cease except as otherwise agreed in writing;
- (b) all unpaid invoices and accrued payment obligations shall become immediately due and payable;
- (c) any licenses, permissions, or rights granted under this Agreement shall terminate except as expressly provided otherwise;
- (d) Client shall promptly cooperate with any transition or offboarding activities; and
- (e) the provisions of this Agreement that by their nature should survive termination shall remain in effect.

20.7 No Refunds

Except as expressly required by applicable law or stated in a Covered Document, fees paid or payable under this Agreement are non-refundable.

Termination of this Agreement shall not entitle Client to a refund of fees previously paid.

20.8 Separate Termination of Covered Documents

Provider and Client may terminate individual Covered Documents in accordance with the terms set forth therein without terminating this Agreement as a whole.

Termination of a Covered Document shall not affect any other Covered Document unless expressly stated otherwise.

21. Transition and Offboarding

21.1 Transition Assistance

Following expiration or termination of this Agreement, Provider may, upon Client's request and subject to Provider's availability, provide reasonable transition assistance to facilitate the transfer of Services to Client or a successor service provider.

Transition assistance may include the transfer of documentation, credentials, configurations, records, knowledge, and other information reasonably necessary to transition Services.

Provider shall not be obligated to provide transition assistance unless all undisputed amounts due under this Agreement have been paid in full.

21.2 Offboarding Services

Transition assistance, offboarding activities, data export, documentation preparation, migration support, meetings, consultation, configuration review, vendor coordination, knowledge transfer, and similar activities are outside the scope of recurring Services unless expressly included in a Covered Document.

Such activities shall be billed at Provider's then-current rates unless otherwise agreed in writing.

21.3 Credential Transfer

Notwithstanding anything herein to the contrary, Client-owned accounts, domains, cloud tenants, administrative credentials, authentication methods, and access rights shall remain the property of Client.

For avoidance of doubt, Client-owned administrative accounts, tenant-level administrative accounts, Global Administrator accounts, domain registrar credentials, DNS credentials, cloud platform credentials, and similar access rights under Client ownership shall be provided to Client.

References to Provider's privileged administrative accounts apply solely to Provider-owned systems, tools, shared administrative platforms, and internal security systems.

Upon termination, Provider shall deliver such Client-owned credentials within five (5) business days regardless of any payment dispute.

Provider shall provide such credentials in the form and condition then maintained by Provider and shall not be required to create new documentation, perform migration services, or provide consulting services except as otherwise provided under this Agreement.

Provider shall not be required to disclose Provider's internal credentials, shared credentials, proprietary security information, privileged administrative accounts, or information that could reasonably compromise Provider's security or that of other customers.

21.4 Data Export

Client Data shall remain the property of Client at all times.

Provider shall not withhold access to Client Data solely due to a billing dispute, provided Provider may charge its then-current rates for extraction, conversion, migration, consulting, or transition services.

Upon written request, Provider shall make commercially reasonable efforts to provide Client with access to or export of Client Data that remains under Provider's control.

Data exports shall be provided in the format reasonably available through the applicable systems, applications, platforms, or services.

Provider is not responsible for converting data into alternative formats, restructuring data, recreating lost data, restoring historical data, performing data normalization, or ensuring compatibility with successor systems unless expressly agreed in writing.

21.5 Third-Party Services and Vendor Relationships

Provider shall have no obligation to transfer, assign, or guarantee the transfer of third-party contracts, subscriptions, licenses, cloud services, hosting services, telecommunications services, domain registrations, vendor accounts, or similar services maintained by third parties.

Any such transfers shall be subject to the applicable third-party provider's policies, contractual requirements, technical limitations, and approval processes.

21.6 Retention of Data

Following termination of this Agreement, Provider may retain Client Data, records, logs, backups, communications, and other information for a commercially reasonable period for administrative, operational, legal, regulatory, insurance, audit, disaster recovery, security, or business purposes.

Provider shall have no obligation to retain Client Data for any specific period unless required by a Covered Document or applicable law.

21.7 Deletion of Data

Following expiration of any retention period determined by Provider, Provider may permanently delete Client Data, backups, records, credentials, documentation, and other materials upon not less than thirty (30) days' prior written notice to Client.

Client is solely responsible for requesting and obtaining any desired copies of Client Data prior to deletion.

21.8 No Obligation to Continue Services

Provider shall have no obligation to continue providing Services after the effective termination date except as expressly agreed in writing.

Provider may disable access, remove monitoring tools, terminate administrative access, discontinue licenses, revoke permissions, and cease all Service activities upon or following termination of this Agreement.

21.9 Cooperation of Successor Providers

Provider shall not be responsible for delays, failures, errors, service interruptions, security incidents, or other issues caused by Client, successor service providers, consultants, vendors, contractors, or third parties participating in the transition process.

Provider makes no representation or warranty regarding the actions, qualifications, performance, or capabilities of any successor provider.

21.10 Survival of Payment Obligations

Expiration or termination of this Agreement shall not relieve Client of its obligation to pay all fees, charges, expenses, and other amounts accrued or incurred prior to the effective termination date, including offboarding fees, third-party obligations, and transition-related charges.

22. Force Majeure

22.1 Force Majeure Events

Neither Party shall be liable for any delay, interruption, failure, degradation of service, or inability to perform its obligations under this Agreement to the extent caused by a Force Majeure Event.

A "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected Party, including without limitation:

- (a) acts of God;
- (b) natural disasters, extreme weather, fires, floods, earthquakes, or other environmental events;
- (c) war, terrorism, civil unrest, riots, sabotage, or insurrection;
- (d) labor disputes, strikes, lockouts, or shortages of labor, materials, or transportation;
- (e) utility failures, power outages, telecommunications failures, internet disruptions, or failures of public infrastructure;
- (f) cyberattacks, ransomware events, denial-of-service attacks, malicious activity, or other cybersecurity events not resulting from the affected Party's gross negligence or willful misconduct;
- (g) failures, outages, interruptions, or actions of third-party service providers, cloud providers, software vendors, hosting providers, telecommunications providers, internet service providers, domain registrars, certificate authorities, or other third parties;
- (h) governmental actions, laws, regulations, embargoes, sanctions, public health emergencies, pandemic-related restrictions, or court orders; or
- (i) any other event beyond the reasonable control of the affected Party.

22.2 Notice and Mitigation

A Party claiming the benefit of this Article shall provide reasonable notice to the other Party of the Force Majeure Event when practicable and shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably possible.

Failure to provide notice shall not eliminate the protections of this Article where circumstances reasonably prevent timely notice.

22.3 Suspension of Performance

During the continuance of a Force Majeure Event, the affected Party's obligations shall be suspended to the extent impacted by such event.

The affected Party shall not be deemed in breach of this Agreement for any delay, interruption, degradation, or failure of performance resulting from a Force Majeure Event.

22.4 Extended Force Majeure

If a Force Majeure Event materially prevents performance of a substantial portion of the Services for a period exceeding ninety (90) consecutive days, either Party may terminate the affected Services or this Agreement upon written notice to the other Party without further liability, except for obligations accrued prior to the effective date of termination.

22.5 Payment Obligations

A Force Majeure Event shall not relieve Client of its obligation to pay for Services rendered prior to the Force Majeure Event or for non-cancellable third-party products, licenses, subscriptions, cloud services, telecommunications services, or other charges incurred on Client's behalf.

22.6 No Expanded Liability

Nothing in this Article shall expand either Party's liability or otherwise modify the warranty disclaimers, limitations of liability, indemnification provisions, or risk allocation provisions contained elsewhere in this Agreement.

23. Dispute Resolution

23.1 Good Faith Resolution

The Parties shall use good faith efforts to resolve any dispute, claim, controversy, or disagreement arising out of or relating to this Agreement, the Services, or any Covered Document before initiating formal legal proceedings.

A Party asserting a dispute shall provide written notice describing the nature of the dispute and the relief sought. The Parties shall promptly confer and attempt to resolve the dispute through discussions between authorized representatives.

23.2 Escalation

If the dispute is not resolved through good faith discussion within thirty (30) days after written notice is provided, either Party may escalate the matter for further review by senior management or other authorized decision makers.

Nothing in this Section shall prevent either Party from seeking immediate emergency relief as permitted under this Agreement or applicable law.

23.3 Preservation of Rights

Except as otherwise provided herein, the Parties shall continue performing their obligations under this Agreement during the pendency of any dispute.

Client shall continue to pay all undisputed amounts when due notwithstanding the existence of a dispute.

23.4 Equitable Relief

Each Party acknowledges that certain breaches of this Agreement may cause irreparable harm for which monetary damages alone would be an inadequate remedy.

Accordingly, either Party may seek temporary, preliminary, or permanent injunctive relief, specific performance, or other equitable remedies from a court of competent jurisdiction without first complying with the dispute resolution procedures set forth in this Article.

23.5 Limitation Period

Any claim arising out of or relating to this Agreement must be commenced within one (1) year after the claiming Party knew or reasonably should have known of the facts giving rise to the claim, or such claim shall be forever barred to the maximum extent permitted by applicable law.

23.6 Attorney's Fees and Costs

In any action, proceeding, or dispute arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, expert witness fees, collection expenses, and other costs incurred in enforcing its rights or defending against claims, to the extent permitted by applicable law.

23.7 Exclusive Dispute Process

The procedures set forth in this Article shall constitute the Parties' exclusive dispute resolution procedures, except where this Agreement expressly permits immediate judicial action or where emergency relief is necessary to protect rights, property, confidential information, intellectual property, or security interests.

24. Governing Law and Venue

24.1 Governing Law

This Agreement, all Covered Documents, and any dispute, claim, controversy, or cause of action arising out of or relating to this Agreement, the Services, or the relationship of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules.

24.2 Exclusive Venue

Subject to Article 23, any action, suit, proceeding, or other legal matter arising out of or relating to this Agreement, the Services, or any Covered Document shall be brought exclusively in the state and federal courts serving Plymouth County, Massachusetts.

Each Party irrevocably submits to the exclusive jurisdiction and venue of such courts and waives any objection based upon forum non conveniens, improper venue, or lack of personal jurisdiction.

24.3 Jurisdiction

The Parties agree that the courts identified in this Article shall have exclusive personal jurisdiction over the Parties for purposes of resolving disputes arising out of or relating to this Agreement.

Each Party consents to the service of process by any method permitted under applicable law.

24.4 Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, CLAIM, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR THE RELATIONSHIP OF THE PARTIES.

24.5 Severability of Forum Selection

If any provision of this Article is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

25. General Provisions

25.1 Assignment

Neither Party may assign, transfer, delegate, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding the foregoing, Provider may assign this Agreement without Client's consent in connection with a merger, acquisition, corporate reorganization, sale of substantially all assets, or similar business transaction.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

25.2 Independent Contractors

The Parties are independent contractors.

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, fiduciary relationship, agency relationship, employment relationship, or other similar arrangement between the Parties.

Neither Party shall have authority to bind or obligate the other Party except as expressly provided herein.

25.3 Subcontractors

Provider may utilize subcontractors, consultants, vendors, service providers, and other third parties in connection with the performance of the Services.

Provider shall remain responsible for the performance of Services provided on its behalf, subject to the limitations and exclusions set forth in this Agreement.

25.4 Notices

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, sent by certified mail, return receipt requested, or sent by electronic mail to the contact information designated by the receiving Party.

Either Party may update its notice information by providing written notice to the other Party.

25.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that most closely reflects the original intent of the Parties.

25.6 Waiver

No failure or delay by either Party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof.

Any waiver must be in writing and signed by the Party granting such waiver and shall apply only to the specific circumstances described therein.

25.7 Amendments

No modification, amendment, or waiver of this Agreement shall be effective unless made in writing and executed by authorized representatives of both Parties, except as otherwise expressly permitted by Article 19.3 or elsewhere in this Agreement.

Provider may update policies, procedures, operational standards, service methodologies, and similar business practices upon reasonable notice to Client provided such changes do not materially diminish the Services purchased by Client.

25.8 Entire Agreement

This Agreement, together with all applicable Covered Documents, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, representations, communications, negotiations, understandings, and agreements, whether oral or written.

In the event of a conflict between this Agreement and any Covered Document, the order of precedence set forth in Article 2 shall govern.

25.9 Survival

Any provision of this Agreement that by its nature should survive expiration or termination shall survive, including without limitation provisions relating to payment obligations, confidentiality, intellectual property, indemnification, warranty disclaimers, limitations of liability, dispute resolution, governing law, and other rights and obligations intended to survive.

25.10 Electronic Signatures and Records

The Parties agree that electronic signatures, electronic records, electronic mail communications, online quote acceptances, electronic approvals, and other electronic methods of execution or acceptance shall have the same legal force and effect as original handwritten signatures.

The Parties agree not to contest the validity or enforceability of this Agreement based solely upon its electronic execution, acceptance, storage, or transmission.

25.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatures transmitted electronically or by digital means shall be deemed original signatures for all purposes.

25.12 Headings

The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

25.13 Relationship of the Parties

The Parties acknowledge that the Services provided under this Agreement are advisory, technical, and operational in nature. Nothing in this Agreement shall be construed as creating a fiduciary duty, professional legal duty, accounting duty, insurance advisory duty, investment advisory duty, or other special duty beyond those expressly stated herein.