



Master IT Services Agreement

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions represent the Master IT Services Agreement (“Agreement”) entered into between Net Tech Integration L.L.C. (“NTI”) and the Client (as defined in the applicable Order).

1. SERVICES

a. Purpose and Orders. Under this Agreement, the Client may engage NTI to perform information technology (“IT”) related services (the “Services”). Upon Client’s request that NTI provide any Services, NTI will issue an order, proposal, quote, statement of work, or other form of communication to the Client that (i) indicates that NTI is willing to provide certain Services, (ii) includes the associated fees and costs and (iii) sets forth additional terms and conditions applicable to such Services (each, an “Order”). Orders will attach to and be incorporated into this Agreement. NTI is not required to provide any Services to the Client until the Client and NTI execute an Order. All Orders are governed by this Agreement. No modifications to the Agreement shall be effected by any rate schedules, purchase order forms, acknowledgment forms or other documents containing terms and conditions conflicting with this Agreement or the Additional Terms and Conditions set forth in an Order unless such additional terms and conditions have been expressly agreed to by the parties as evidenced by each party’s initials to such additional terms and conditions.

b. Additional Services. NTI is obligated to provide only the Services specifically listed in an Order. If the Client requests additional Services or the scope of Services requires adjustments beyond what is listed in an Order, then a separate or amended Order will be issued for execution by the parties. Depending on the adjustments that need to be made, additional charges may apply. If the Client does not accept the updated Order, then NTI shall not be obligated to continue any further performance of the Services. In such a case, NTI is entitled to payment for the Services provided up to the date that the Client elects not to accept the updated Order. If NTI provides Services under this Agreement as requested by Client but which are not covered under an Order the performance of those Services shall be governed by the terms and conditions set forth in this Agreement and are provided without any warranty, either express or implied.

c. Additional Terms and Conditions. Certain Services, software, hardware, or third-party enterprise solutions provided by NTI may be subject to additional terms and conditions, as set forth in the applicable Order (“Additional Terms and Conditions”). These Additional Terms and Conditions are incorporated into this Agreement by reference. If the Client does not agree to any such Additional Terms and Conditions, NTI may immediately terminate this Agreement and any associated Orders. In addition, any software or hardware provided, licensed, or purchased through NTI may be subject to third-party end user license agreements or other third-party terms. The Client agrees to be bound by all applicable third-party end user license agreements and terms as if fully set forth in this Agreement. All such third-

party products, software, and services are provided by NTI without any warranty, either express or implied.

d. Advice; Instructions. From time to time, NTI may provide you with specific advice and directions related to its provision of the Services or the maintenance or administration of the Client's computer network, computer system, peripheral or device ("**System**"). For example, NTI's advice or directions may include increasing the System's server or hard drive capacity or replacing obsolete equipment. Client agrees to promptly follow and implement any directions NTI provides related to the Services which, depending on the situation, may require Client to make additional purchases or investments in the System or the environment in which the System is maintained, at Client's sole cost. NTI will not be responsible for any System downtime caused by Client's failure to promptly follow NTI's advice or directions. If Client's failure to follow or implement NTI's advice renders part or all of the Services economically or technically unreasonable to provide in NTI's discretion, then NTI may terminate the applicable Order for cause by providing notice of termination to Client. Unless specifically and expressly stated in an Order, any Services required to remediate issues caused by Client's failure to follow NTI's advice or directions, or Client's unauthorized modification of the System, as well as any Services required to bring the System up to or maintain the Minimum Requirements, are not covered under any Order and will be out-of-scope.

e. Response Times. NTI will make reasonable efforts to meet agreed upon response times during its performance of Services under this Agreement. Response times vary based upon the Service(s) requested by the Client.

f. Business Hours. The specific hours during which NTI will provide Services shall be set forth in each Order. If the Client requests Services outside of these specified hours, NTI may agree to provide such Services at its discretion. Should Services outside the agreed-upon hours require additional fees, NTI will inform the Client of the fees and will provide such Services only with the Client's consent to proceed. Unless otherwise stated in an Order, U.S. public holidays are excluded from all agreed-upon hours.

1A. ADDITIONAL TERMS FOR MANAGED, SECURITY, AND BACKUP SERVICES

a. Managed Services. The Client may engage NTI to provide managed information technology services ("Managed Services"). The scope of Managed Services for each engagement will be described in the applicable Order. NTI may modify the Managed Services it offers at any time; if such modification materially affects the Managed Services provided to Client under an active Order, Client may terminate the affected Order immediately by written notice within thirty (30) days of such modification.

b. Security Services. The Client may engage NTI to provide managed security services ("Security Services"). The scope of Security Services for each engagement will be described in the applicable Order. NTI may modify the Security Services it offers at any time; if such modification materially affects the Security Services provided to Client under an active Order, Client may terminate the affected Order immediately by written notice within thirty (30) days of such modification.

c. Backup Services. The Client may engage NTI to provide managed backup services ("Backup Services"). The scope of Backup Services for each engagement will be described in the applicable Order. NTI may modify the Backup Services it offers at any time; if such modification materially affects the Backup

Services provided to Client under an active Order, Client may terminate the affected Order immediately by written notice within thirty (30) days of such modification.

d. Combined Services. References to “Services” in this Agreement shall include Managed Services, Security Services, and Backup Services, as applicable.

e. Retention of Data. Unless otherwise specified in an Order, NTI has no obligation to retain any Client data as part of the Services after the termination or expiration of this Agreement. Any data retained as part of Backup Services shall be purged from NTI’s systems upon the termination or expiration of the applicable Order.

f. Remote Access. During the provision of Services, NTI may require remote access to Client systems. Client may be required to provide authorization for such access. Failure to provide remote access as reasonably requested may result in NTI’s inability to fulfill its obligations, and NTI shall not be liable for any limited performance or non-performance resulting therefrom. NTI shall not be liable for any harm to Client’s systems resulting from remote access except to the extent such harm is caused by NTI’s breach of its express obligations under this Agreement.

g. Maintenance Windows. Unless otherwise stated in the Order, routine maintenance may be performed outside of normal business hours. Client acknowledges that systems may be unavailable during such periods.

h. Security Suspension. NTI may suspend access to Client systems if a threat is detected, until such threat is remediated or mitigated to NTI’s reasonable satisfaction.

i. Emergency Modifications. NTI may implement emergency changes to the Services or systems without prior notice to Client if deemed necessary to protect the security or integrity of Client systems or NTI’s environment.

j. Service Level Expectations. NTI shall make commercially reasonable efforts to ensure that the availability of the Services is consistent with industry standards and practices. Further, NTI will use commercially reasonable efforts to respond to outages and other incidents within time frames that are consistent with industry standards and practices. The parties may agree to further service level expectations for the Managed Services, which will be set forth in the Order.

k. Whitelist Policy. With the enrollment in Security Services, NTI will permit the Client to define and manage a list (“Whitelist”) of applications, emails, and/or online sites allowed to access, or to be accessed by, the System without being scanned by NTI’s threat detection/analysis functionalities. Please note, any application, email, or website listed in the Whitelist may have or cause complete and unfettered access to the System, which can create System vulnerabilities and pose a high level of risk for which NTI will not be responsible or liable. NTI will not monitor or edit entries in the Whitelist; however, NTI may edit, in its discretion, modify the Whitelist if NTI believes that such editing is necessary to protect the security or integrity of the System.

l. Threat Detection Capabilities and System Data Access. NTI’s threat detection capabilities depend on the continuous operation of its advanced threat protection software, which automatically collects and analyzes system and asset data, behavioral patterns, and usage history. The Client must not disable, interfere with, or block the operation of NTI’s threat protection software or any related data collection

and analysis processes. If the Client disables or interferes with these processes, NTI will not be responsible for any resulting false positives, undetected threats, or NTI's inability to accurately assess or respond to security incidents.

2. PRODUCTS

a. Products and Equipment. Under this Agreement, NTI may provide the Client with various equipment, software, and other IT related products as part of the Services being performed (collectively, the "Products"). Products may be provided to Client on a rental or for purchase basis.

b. Products Provided on Rental Basis. Unless an applicable Order provides that the Client is purchasing Product(s) or NTI and the Client have otherwise agreed in writing that the Client is purchasing Product(s), any Products provided to the Client under this Agreement are deemed as being provided on a rental basis. The Client acknowledges and agrees that NTI (or an applicable third-party owner of the Products) retains all ownership rights, interests and title to such rented Products at all times. Client does not acquire any rights of ownership in the rented Products by virtue of this Agreement, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to Products that are provided to Client on a rental basis under this Agreement. Client agrees that it is responsible for any Products in its possession or control and shall use reasonable measures to protect the Products from loss or damage. Client shall not use the Products for anything other than to receive the related Services provided for under this Agreement and an applicable Order. Unless otherwise explicitly authorized to do so in writing by NTI, Client shall not make any adjustments, alterations, or other changes to the Products, either cosmetically, functionally, or otherwise (including moving the Products from the location where they were originally installed or removing labels). Client agrees that NTI may remove or change out Products at any time as NTI deems necessary in order to perform and continue performance of Services for the Client. Upon termination of this Agreement, an applicable Order, or the related Services for which the Products are being rented to Client, Client shall return the Products to NTI in good order, wear and tear excepted. In accordance with NTI's direction and instruction, the Client shall deliver the Products back to NTI, or the Client will provide reasonable access to NTI at an agreed upon date and time for NTI or a designated NTI agent to retrieve the Products from Client's location. NTI reserves the right to charge the Client for reasonable repair or replacement costs for Products that are damaged, lost, stolen, or otherwise not returned to NTI.

c. Purchase of Rented Products. The parties agree that Client may purchase certain rented Products either during the term of or at expiration of this Agreement or an applicable Order. NTI will identify any rented Product(s) that it is willing to sell to Client along with the pricing for such Product(s). NTI shall continue to retain all right, title and ownership interest in such Product(s) until Client has made full payment to NTI for the Product(s).

d. Delivery. Unless the parties agree otherwise in writing, NTI will be responsible for any damage or loss that occurs to the Products up to the time that the Products are delivered to the Client's location. Once the Products are delivered to the Client's location, then the Client becomes responsible for any damage or loss that may occur to the Products, unless the damage or loss was present before reaching the Client's location or was a direct result of NTI's gross negligence or willful misconduct.

e. Product Warranties and Defects. Unless otherwise stated, all Products are developed and manufactured by third party vendors who are not related to or controlled by NTI. The Client shall rely

only on those warranties and representations about the Products that come directly from the manufacturers and developers of the Products, including any claims regarding the functionality of or specifications about the Products. In the event that any Product sold to Client has a defect, the Client will look to the Product's manufacturer and the applicable warranty to get the defective Product repaired, replaced, or returned. In the event that any Product rented to Client has a defect, is damaged, or is otherwise not functioning properly, the Client will immediately notify NTI and NTI will repair or replace the Product in its sole discretion.

f. Returns. If the Client purchases Products at the recommendation of or based on the consultation of NTI and it is later determined that such Products are not appropriate for the Client's needs, the Client may contact NTI to request a return. Returns are only permitted if allowed by the applicable manufacturer's or distributor's return policies. Additionally, if a manufacturer's warranty or other written policies relating to a Product allow for the return of such Product, NTI will provide reasonable assistance to the Client to facilitate the return in accordance with those requirements. License purchases are not eligible for return and increases in license counts may not be reduced until the conclusion of the relevant license term. Except as otherwise provided in writing, any returns of Products made by Client more than thirty (30) days after the date of purchase are done at the discretion of NTI.

g. Right to Repossess. The Client agrees that, in addition to the other remedies available to NTI for the Client's failure to pay for the Products within the applicable payment timeframes, NTI shall have the right and authority to retake possession of the Products from the Client and the Client shall provide the necessary access to NTI to do so. NTI may allow the Client to make immediate full payment on the Products and NTI will return the Products to the Client.

3. CLIENT OBLIGATIONS

a. Access and Onsite Accommodation. The Client shall provide NTI with the necessary access to the Client's personnel, documentation and records, equipment, network, software, servers, systems, passwords, and other items as NTI reasonably requests in order for NTI to perform its obligations under this Agreement, regardless as to whether NTI is performing the Services remotely or at a location controlled by the Client. Further, if NTI is required to perform any Services onsite at a location controlled by the Client, then the Client shall ensure that NTI is performing those Services in a safe, comfortable, and clean working environment with access to heat, light, ventilation, electric current, outlets, Internet, remote access, and long-distance telephone access. The Client acknowledges that NTI may not be able to fully perform all of its obligations under this Agreement or an Order if NTI does not receive the access and accommodations that it requests, and NTI may suspend all or a portion of the Services until the requested access and accommodations are provided or an alternative resolution is worked out between the parties. The Client shall not hold NTI responsible for any suspension of the Services, if the required access and accommodations are not provided. Further, if any harm, injury, damage, or loss occurs to the Client's personnel, documentation and records, equipment, network, software, servers, systems, or location during NTI's performance of the Services, NTI is responsible to the Client for such harm only when it is directly caused by NTI's gross negligence or intentional misconduct.

b. Passwords and Protection. For Services that require NTI to access password protected systems or information, the Client shall supply all applicable passwords to NTI. All passwords provided by the Client are considered to be its Confidential Information. NTI may not be able to fully perform all of its obligations under this Agreement if NTI does not receive the passwords, and NTI may suspend all or a

portion of the Services until the passwords are provided or an alternative resolution is worked out between the parties. The Client is responsible for protecting its passwords, and the Client shall not hold NTI responsible for any data loss or other harm resulting from lost passwords. NTI is entitled to rely on Client's Login as conclusive evidence of identity and authority.

c. Minimum Requirements. Prior to providing any Services to the Client, NTI may require that the Client's equipment, network, software, servers, systems, and general infrastructure meet certain minimum requirements specified by NTI (the "**Minimum Requirements**"). Specific Minimum Requirements for Services to be provided will be set forth in the applicable Order, applicable Additional Terms and Conditions, or otherwise in writing from NTI to the Client. The Client must meet these Minimum Requirements prior to NTI performing any Services. The Client understands that meeting the Minimum Requirements could result in harm, issues, or problems, including non-compatibility issues, with its current systems, software, networks, equipment, and general infrastructure. The Client is responsible for independently verifying whether meeting the Minimum Requirements could cause such harm, issues, or problems, and the Client shall not hold NTI responsible for any harm, issues, or problems that it experiences when meeting or attempting to meet the Minimum Requirements. If, at any time after NTI begins its performance of the Services, the Client's equipment, software, servers, systems, or general infrastructure no longer meet the Minimum Requirements, then NTI may suspend its performance immediately and is not obligated to continue performance until the Minimum Requirements are met. At the Client's request, NTI may assist the Client with its efforts to meet any Minimum Requirements. NTI shall issue an Order setting forth any Services that NTI will perform to assist the Client in meeting the Minimum Requirements. Additional charges may apply to such Services.

d. Full Right and Title. The Client represents that it has the necessary rights, titles, and licenses to permit NTI to use, access, or modify any software that the Client requests that NTI work with as part of the Services. The Client will maintain those necessary rights, titles, and licenses to the software throughout NTI's performance of the Services. The Client shall be liable to NTI for any costs or damages incurred by NTI due to the Client's failure to obtain or maintain such rights, titles, and licenses.

e. Adherence to Applicable Laws and Regulations. The Client is responsible for determining whether the Services and Products provided to the Client along with the Client's obligations and actions under this Agreement comply with all laws, regulations, rules, or restrictions that might be applicable to the Client and its operations. The Client shall be responsible for fully compensating NTI for any claims, losses, or damages experienced by NTI resulting from the Client's breach of the foregoing obligation.

3A. ADDITIONAL CLIENT OBLIGATIONS FOR MANAGED SERVICES

a. Minimum Requirements. Client must meet and maintain minimum technical requirements as specified in the applicable Order to receive Services. Failure to meet minimum requirements may result in suspension or termination of Services.

b. Notification of Changes. Client shall notify NTI prior to making material changes to any equipment, network, software, servers, systems, or general infrastructure that may impact the Services. NTI may charge additional fees for the evaluation of such changes. If changes are made without proper notification and such changes impact NTI's ability to provide Services, NTI may suspend or terminate the affected Services.

c. Software Licensing. Client is responsible for ensuring that all software NTI is required to install, re-install, or replicate is properly licensed and that NTI has access to necessary software media and license keys as required. Client is responsible for any costs or damages incurred by NTI due to lack of appropriate licensing.

4. FEES AND PAYMENT

a. Fees. Fees associated with the Services performed and Products sold by NTI under this Agreement are included in each Order. Notwithstanding, if no fees are included in those documents, then NTI's standard fees apply (the "**Standard Pricing**"). If NTI provides an estimate of fees for any Services or Products requested, then the Client understands that the final fees associated with the Services or Products could be more than the estimated fees, and the Client is responsible for paying all final fees associated with the Services and Products. NTI may change its Standard Pricing at any time without notice to the Client. AS PERMITTED BY LAW, NTI OFFERS A DISCOUNT FOR SERVICES IF CLIENT MAKES ITS PAYMENTS BY CASH OR AUTOMATED CLEARING HOUSE.

b. Pass-Through Expenses. Unless the parties agree otherwise in an applicable Order, the Client shall pay NTI's reasonable out-of-pocket expenses (the "**Pass-Through Expenses**"). Out-of-pocket Pass-Through Expenses include, but are not limited to third-party vendor support fees and shipping and handling. NTI will make reasonable efforts to notify the Client about any Pass-Through Expenses prior to incurring them. NTI may require payment of Pass-Through Expenses prior to NTI incurring such expenses on the Client's behalf. If the Client refuses to pre-pay any Pass-Through Expenses requested by NTI, then the Client acknowledges that such refusal may affect NTI's ability to perform its obligations under this Agreement and the Client shall not hold NTI responsible for its limited performance or non-performance under such circumstances.

c. Travel and Expenses. If NTI is required to travel beyond the thirty-five (35) mile radius that immediately surrounds its headquarters location to perform Services under this Agreement, then Client agrees to pay any associated travel charges and expenses incurred by NTI. Any travel charges and related expenses are Pass-Through expenses and will be billed to Client.

d. Payment for Products.

- i. Rental Products. NTI may incorporate any fees associated with the rental of Product(s) into the overall fees for the related Services, or NTI may include such rental or license fees as a separate line item in the applicable Order. Unless otherwise provided in the applicable Order, Client shall pay all rental fees prior to the Products being delivered to Client's location.
- ii. Purchased Products. Client will be invoiced for the purchase of Products and will be expected to pay for the Products in accordance with NTI's standard payment timeframes. Provided, however, for certain Products, NTI may require that the Client pre-pay for Products prior to delivery. The parties agree that NTI retains all right, title, and interest in the Products until the Client has made full payment for the Products. Further, unless the Order states otherwise, the Client is responsible for paying all shipping costs associated with getting the Products delivered to the Client.

e. Invoicing and Payment. Payment on all fees and Pass-Through Expenses will be due either in advance of NTI providing any Services and/or Products to Client or at the time the Services and/or Products are

provided. Specific payment due dates may be provided in each applicable Order. For any and all fees and Pass-Through Expenses that are not paid by Client within thirty (30) days from the date on which payment is due, NTI reserves the right to charge interest on such fees and Pass-Through Expenses at a rate that is the lesser of either (i) 2.0% or (ii) the maximum rate allowed under applicable law. If the Client disputes any fees or Pass-Through Expenses, then the Client immediately shall notify NTI about such dispute in writing, but in no case later than thirty (30) days from the due date of such fees or expenses. The parties will make a good faith effort to resolve the dispute within a reasonable time from the date that the Client notified NTI about the dispute. Client waives any right to dispute any fees or Pass-Through Expenses if such dispute is not delivered in writing to NTI within thirty (30) days from the due date of such fees or expenses. NTI is entitled to recover all costs associated with enforcing the payment obligations of this Agreement. The Client agrees to reimburse NTI for any costs associated with NTI's efforts to collect payment under this Agreement.

f. Taxes. The fees provided in an Order do not include any applicable sales, use, excise, or services taxes ("Taxes"). If Taxes are assessed on any Services or Products, then the Client shall pay those taxes directly to the taxing authority or shall reimburse NTI for NTI's payment of those Taxes to the taxing authority.

5. TERM AND TERMINATION

a. Term. This Agreement shall commence as of the Effective Date of first Order entered into pursuant to this Agreement and shall remain in effect until terminated in accordance with the terms herein.

b. Termination of the Agreement for Convenience. The parties may terminate this Agreement at any time upon mutual written Agreement between the parties. Additionally, if there is no active Order between the parties, then either party may terminate this Agreement immediately upon written notice to the other party.

c. Termination of an Order. An Order may be terminated pursuant to the applicable Additional Terms and Conditions set forth in such Order.

d. Termination for Cause. If either party is in breach of one of its material obligations (other than payment of fees and expenses) under this Agreement, an Order, or any applicable Additional Terms and Conditions, then the non-breaching party may terminate this Agreement or the applicable Order by providing written notice of termination to the breaching party so long as: (1) the non-breaching party provided prior written notice to the breaching party of its breach; and (2) the breaching party has failed to cure such breach within ten (10) business days after receiving such notice. Additionally, if the Client is the party in breach, then NTI immediately may suspend its performance of Services upon sending notice to the Client that the Client is in breach of an obligation.

e. Termination based on Third Party Action. If a relationship between NTI and any of its third party vendors, partners, or other providers is terminated or suspended and such termination or suspension affects NTI's ability to provide any Services or Products to the Client, then NTI may terminate its performance or provision of the affected Services or Products or terminate the applicable Order immediately upon notice to the Client. Client shall not hold NTI liable for any termination of Services or Products due to actions of third-party vendors, partners or providers.

f. Suspension of Services and Termination

- **i. Non-Payment.** NTI immediately may suspend its performance of Services, if the Client fails to pay all invoiced amounts when due. This is in addition to the other remedies that are available to NTI under this Agreement, at law, and in equity. If the Client fails to pay all outstanding amounts owed within five (5) business days from the date that NTI suspended its performance of the Services, then NTI immediately may terminate this Agreement and any active Orders upon written notice to the Client.
- **ii. Dispute other than Payment.** If a good faith dispute arises between the Client and NTI for any reason other than payment, including but not limited to, the scope of an Order, the nature of the Services to be provided, or access and accommodation concerns at a Client's location(s), then NTI may immediately suspend any further performance of its Services upon notice to the Client until the dispute is resolved between the parties. If the parties are not able to resolve the dispute within ten (10) business days after the date that the dispute first arose, then, in addition to the other rights and remedies available to the parties under this Agreement, at law, and in equity, either party may immediately terminate this Agreement by providing written notice of termination to the other party.
- **iii. Reconnect Fee.** If the Services are suspended for any reason, NTI may charge Client a reconnection or reinstatement fee if Client requests the restarting of Services after suspension.

g. Effect of Termination.

- **i. Payment.** The Client shall be responsible for paying NTI for all Services and Products provided up through the date of termination, in addition to any other payments that might be owed to NTI under the terms of an applicable Order or under any applicable Additional Terms and Conditions. If the Client is receiving Services that are charged on a recurring monthly basis for a set term, then, unless otherwise provided for in the Order and except where the Agreement is terminated due to NTI's breach or at NTI's convenience, the Client shall be responsible for payment of all monthly recurring Services fees along with any Pass-Through Expenses that would have been owed by the Client had the Services gone for the full agreed upon term length. For example, if the term of an Order is 12 months, and the Order is terminated six months into the term, the Client would be required to pay for six months of the monthly recurring Services fees then in effect.
- **ii. Return of Materials.** The Client immediately shall return any Products or other materials that were provided to the Client by NTI as part of its performance of the Services. Alternatively, NTI may instruct the Client to remove and destroy such items. Once destroyed, the Client shall provide NTI with written certification of the removal and destruction.
- **iii. Use of Products and Licenses.** Client agrees to cease the use of any technology that remains the property of the NTI upon termination of this agreement, including, but not limited to, the NAS device (if applicable for BDR Services). Upon termination, Client shall immediately cease accessing and using any Services or Products which are licensed to Client pursuant to this Agreement.

h. Transfer of Managed Services. NTI may assist the Client with the transfer of the Services to another provider. NTI shall issue an Order setting forth the transfer assistance Services requested by the Client. Such Services are not part of the standard services and additional charges will apply.

6. INTELLECTUAL PROPERTY RIGHTS

a. NTI's Works. The parties do not intend for NTI to develop any intellectual property or "works-for-hire" (as that term is defined under the copyright laws of the United States) for the Client under this Agreement or any Order. With the exceptions of the items listed below, any deliverable provided to the Client by NTI constitutes an NTI work and is not deemed a "work for hire" and NTI shall remain the sole and exclusive owner of all right, title and interest in the deliverable. Except as provided for in this section, nothing in this Agreement or any Order shall be deemed to convey or grant any ownership rights, licenses or goodwill in the deliverables, Services or Products. The following items shall not be considered as an NTI work: (i) software, including but not limited to any proprietary code, source code and object code, that is subject to third-party license Agreements; (ii) those portions of any deliverable including information in the public domain; (iii) those portions of any deliverable constituting generic ideas, concepts, business know-how and work processes, and techniques within the computer design, support and consulting business generally; and (iv) those portions of any deliverable containing general computer consulting knowledge and information that the Client had or acquired during the relationship with NTI that does not include the proprietary business information of NTI. To the extent any NTI work is deemed to be a "work for hire", the Client hereby irrevocably assigns, transfers and conveys to NTI all of its right, title and interest in NTI work, including but not limited to, all rights of patent, copyright, trade secret, know-how and other proprietary and associated rights in NTI work. The Client shall execute documents or shall take other actions reasonably requested by NTI to perfect NTI's ownership of any NTI work. NTI hereby grants the Client a non-exclusive, limited license to make copies of any NTI works during the term of the Agreement only and only as related to the Services. In its provision of services to other clients, NTI may incorporate any deliverable or skills used or developed during its performance under this Agreement.

b. Client Materials. The Client shall retain all ownership and licensing rights in any documents, equipment, software, data, information or other materials that the Client provides to NTI in the provision of the Services (collectively, the "**Client Materials**"). However, the Client hereby grants NTI a fully paid, non-exclusive, unrestricted, irrevocable, sub-licensable, worldwide right and license to use, modify, and redistribute the Client Materials to the extent necessary for NTI to fulfill its obligations under this Agreement and any Order. If the Client refuses to provide or is unable to provide the foregoing license rights to the Client Materials, the Client acknowledges that NTI may be unable to perform a portion of or all of the Services, and the Client will not hold NTI responsible for its non-performance under such circumstances. In an applicable Order, the parties may explicitly identify additional items, documents and materials as Client Materials.

c. General Skills and Knowledge. The Client understands that NTI may utilize any skills, knowledge or ideas of a general nature acquired during the course of providing the Services, and may independently develop the same or similar deliverables for other clients based on skills, knowledge or ideas of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in a similar work performed for other NTI clients and customers.

7. CONFIDENTIAL INFORMATION.

a. Definition. “Confidential Information” means: (a) any technical information, customer and member information and data, design, process, passwords, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Client; and (b) the business plans and financial information of a party, regardless of whether such information would be protected at common law. Confidential Information does not include: (a) information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise; (b) information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other; (c) information received from a third party with the right to transmit same without violation of any secrecy Agreement with the other party; and (d) information that must be disclosed pursuant to court order or by law.

b. Protection. Each party acknowledges that it and its employees or agents may be exposed to or acquire the Confidential Information of the other party. The receiving party shall hold such Confidential Information in confidence using the same standard of care that the receiving party uses to protect its own Confidential Information, but not less than a reasonable standard of care, and shall not disclose any Confidential Information to any third party without the express written consent of the disclosing party, except as permitted herein. NTI shall not be responsible for any damages, losses, expenses, or claims resulting from loss or disclosure of Client Confidential Information unless NTI (1) breached an expressed obligation under this Agreement, an Order, or applicable Additional Terms and Conditions and (2) that breach directly caused the loss or disclosure to occur.

c. Third Party Providers and Vendors. If NTI is required to disclose the Confidential Information to any third party as required to perform its Services hereunder, then NTI will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated herein.

d. Return of Confidential Information. Upon termination or expiration of this Agreement, each of the parties shall immediately cease using the other party’s Confidential Information and shall immediately return any of the other party’s Confidential Information to the other party or destroy it. Without limiting the foregoing, the obligation to return Confidential Information shall include, but not be limited to, the obligation to erase any Confidential Information, and all images, compilations, copies, summaries or abstracts of such information, from computer storage, systems and related storage devices, tools and servers; provided that a party shall not be required to purge any historical backup media and may retain one copy for legal archive purposes each of which shall remain subject to the terms of this Agreement indefinitely. Notwithstanding, to the extent that NTI determines that it is not feasible or commercially reasonable to return or destroy certain Client data, NTI may retain such data after termination or expiration which shall remain subject to the terms of this Agreement indefinitely.

e. Enforcement of Confidentiality. As the violation of the provisions of this section of the Agreement would cause irreparable injury to the non-breaching party, and there is no adequate remedy at law for such violation, the non-breaching party shall have the right to seek specific performance or injunctive relief against the breaching party without the posting of a bond or other security. The remedies available with respect to the rights and obligations under this Agreement are cumulative, and this section shall not

be construed to limit in any manner whatsoever any other rights or remedies that may be available for any breach of this Agreement.

8. WARRANTIES, LIABILITIES, AND LIMITATIONS

a. Limited Warranty. NTI shall perform all Services in a professional and workmanlike manner and in accordance with generally accepted industry standards. If NTI fails to meet this level of performance, then NTI may either (1) re-perform the affected Services at no cost to the Client or (2) not charge the Client for the affected Services. This is the sole and exclusive remedy for the Client for a breach of NTI's limited warranty set forth above in this sub-section.

b. Expectations from Services. The Client acknowledges that even if NTI performs the Services in accordance with NTI's obligations and representations under this Agreement, the Client's systems, networks, software, equipment, and infrastructure may still experience or be susceptible to harm, malfunctions, security breaches, and other issues, including but not limited to, cybersecurity breaches, data loss, viruses, hacking, cyber-attacks, intellectual property theft, and exposure of confidential information. Further, NTI does not represent that its performance of the Services will ensure that the Client's systems, networks, software, equipment, and infrastructure will not experience such problems. NTI shall not be responsible for any damages, losses, expenses, or claims resulting from issues unless NTI (1) breached an expressed obligation under this Agreement, an Order, or applicable Additional Terms and Conditions, and (2) that breach directly caused such problem to occur.

c. DISCLAIMER OF WARRANTIES. NTI MAKES NO WARRANTIES OF ANY KIND TO THE EFFECT THAT CLIENT NEVER WILL HAVE A PROBLEM WITH ITS EQUIPMENT OR THAT THE SECURITY OF CLIENT'S NETWORK NEVER WILL BE COMPROMISED AND THERE WILL BE NO INTERRUPTION OF SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS". NTI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. THIRD PARTY PRODUCTS AND SERVICES. WHERE POSSIBLE, NTI WILL PASS THROUGH ANY MANUFACTURER OR VENDOR WARRANTIES ON PRODUCTS, EQUIPMENT, SOFTWARE AND SERVICES, INCLUDING ANY CLOUD BASED SERVICES, BUT NTI MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE FUNCTIONALITY OR QUALITY OF THE PRODUCTS, EQUIPMENT, SOFTWARE, OR SERVICES, INCLUDING CLOUD BASED SERVICES, AND THE CLIENT SHALL LOOK SOLELY TO THE WARRANTIES PROVIDED BY THE APPLICABLE MANUFACTURER OR VENDOR.

e. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO SECTION 8(f), EACH PARTY'S LIABILITY UNDER THE AGREEMENT IS LIMITED TO THE ACTUAL, DIRECT DAMAGES INCURRED BY A PARTY AND, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO NTI SPECIFICALLY FOR THE PORTION OF SERVICES AND/OR PRODUCTS WHICH GAVE RISE TO THE LIABILITY HEREUNDER WITHIN THE PREVIOUS THREE (3) MONTHS FROM THE DATE ON WHICH THE LIABILITY AROSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NTI SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE CLIENT'S EQUIPMENT, SOFTWARE, DATA FILES OR OTHER INFORMATION RESULTING FROM ANY SERVICES PERFORMED BY NTI OR FROM THE FAILURE OF ANY EQUIPMENT OR THIRD PARTY SERVICE. THE CLIENT IS SOLELY RESPONSIBLE FOR BACK-UPS AND ARCHIVAL COPIES OF ALL SOFTWARE, DATA AND OTHER INFORMATION. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR THIRD-PARTY

DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, AND LOSS FROM INTERRUPTION OF BUSINESS OR DATA, EVEN IF PREVIOUSLY ADVISED OF THEIR PROBABILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE.

f. Indemnification. The Client shall indemnify and defend NTI for any claims, losses, fees (including reasonable attorney's fees) or damages experienced by NTI that are a result of the Client's: (1) gross negligence or willful misconduct; (2) failure to meet applicable regulatory requirements; (3) infringement of a third party's intellectual property, including any infringement done through the Client's Systems; (4) loss of any password(s); or (5) failure to properly maintain its systems and equipment. NTI shall indemnify and defend Client for any loss or damages that are a direct result of NTI's: (i) gross negligence or willful misconduct; or (ii) infringement of a third party's intellectual property.

g. Insurance. Each party is strongly encouraged to maintain reasonable insurance coverage through their respective carriers, including, at a minimum, commercial general liability coverage. The Client is responsible for obtaining and maintaining insurance that covers the full replacement value of any Products provided to the Client on a rental basis. NTI strongly recommends that the Client maintain Data Security & Privacy "Cyber" insurance coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, privacy perils, breach mitigation costs, and regulatory coverage). NTI's services are not a substitute for insurance coverage. Losses or damages resulting from the absence of insurance or from insufficient coverage shall not be the responsibility of NTI, and liability for such losses or damages may not be transferred to NTI. Upon request, if the Client maintains such insurance coverage, the Client should provide evidence of coverage to NTI.

8A. ADDITIONAL DISCLAIMERS AND EXPECTATIONS FOR MANAGED, SECURITY, AND BACKUP SERVICES

a. General Service Limitations. NTI does not warrant or guarantee that all viruses, malware, ransomware, or other threats will be detected or removed, nor that systems can always be restored from backup. NTI shall not be responsible for any damages, losses, or claims resulting from incidents unless directly caused by NTI's breach of its express obligations under this Agreement and such breach is the proximate cause of the incident.

b. No Guarantee of Uninterrupted Service. Except as expressly provided in an Order, all Services and Products are provided "as is." NTI makes no warranty that Client will never experience a problem with its systems or that network security will never be compromised.

c. Data Loss and Security Incidents. Even if NTI performs Services in accordance with this Agreement, Client's systems may still experience harm, data loss, or security incidents. NTI shall not be liable for any such incidents unless caused directly by NTI's breach of its express obligations under this Agreement.

d. Malfunctions, Failures and Outages. The Client shall not hold NTI responsible for NTI's non-performance that is due to any service malfunctions, failures, or outages resulting from any of the following circumstances:

- i. a defect or malfunction in any hardware or software that adversely affects NTI's ability to perform Services;
- ii. a problem resulting from the Client's resources that are not under NTI's management;
- iii. problems or failures related to prioritization or reprioritization of tasks by the Client;

- **iv.** problems resulting from the actions or inactions by the Client that are contrary to NTI's reasonable recommendations;
- **v.** the Client's failure to fulfill its responsibilities under this Agreement or an Order;
- **vi.** loss of internet connectivity to the Client's location for any reason;
- **vii.** any failure by the Client to obtain and maintain access to current updates and patches to the anti-virus solution deployed or to be deployed on its computers and equipment;
- **viii.** scheduled maintenance services.

k. Anti-Virus; Anti-Malware; Anti-Ransomware. NTI's end-point protection solution will generally protect the System from becoming infected with new viruses, malware, and ransomware ("Viruses"); however, Viruses that exist on the System at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. Any security solution may be circumvented and/or rendered ineffective if a user purposely or intentionally downloads or installs malware (such as a rootkit) onto the user's system. Client is strongly advised to refrain from downloading files that are sent by unknown users, and/or users or files whose origination cannot be verified. NTI does not warrant or guarantee that all viruses, malware, or ransomware will be capable of being removed, or that all forms of viruses, malware, and ransomware will be timely detected or removed. In order to improve security awareness, Client agrees that NTI or its designated third-party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information. NTI may automatically remove end-point threat detection from devices that are unable to receive updates for more than 30 days.

9. DISPUTE RESOLUTION

a. Arbitration Procedure. Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "**Rules**"). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in Raleigh, North Carolina, or other location as agreed to by the parties. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

b. Excluded Claims. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Client's failure to pay for Services in accordance with this Agreement may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

c. Brining Claims. No claims to be resolved may be made more than three (3) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the three (3) month period shall forever bar the claim.

10. MISCELLANEOUS

a. Entire Agreement. This Agreement, the Cover Page, Attachments and any Order incorporated herein is the entire understanding between NTI and the Client regarding its subject matter and supersedes all prior and contemporaneous oral and written understanding and Agreements between the parties related to the subject matter.

b. No Hiring. During the term of this Agreement and for one (1) year after its expiration or termination, Client will not solicit or hire, either directly or indirectly, any employee of NTI without first obtaining the written permission of NTI. Client acknowledges that a violation of this section could result in significant and irreparable damages to NTI which would be difficult to ascertain in a dollar amount. If the Client violates this provision, then Client shall pay to the NTI an amount of 150% of the affected employee's total annual compensation as liquidated damages.

c. Force Majeure. NTI will not be liable for delays or failures to perform NTI's obligations under this Agreement or any Order because of circumstances beyond NTI's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by Client, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

d. Notices. All notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth on the Cover Page. The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this section.

e. Waiver. No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

f. Assignment. Neither party may assign the Agreement or any of its rights or obligations without the prior written consent of the other party. The Agreement is binding upon the parties, their successors and permitted assigns. NTI may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of NTI, or any other transaction in which ownership of more than fifty percent (50%) of NTI's voting securities are transferred; provided, however, that such assignee expressly assumes NTI's obligations hereunder.

g. Survival. The duties and obligations of the parties with respect to payment of fees, proprietary rights, intellectual property rights, and non-disclosure, confidentiality and this section will survive and remain in effect, notwithstanding the termination or expiration of the Agreement.

h. Modification. NTI may change and amend this Agreement at any time by posting such changes or amendments on the NTI Website or by email, and such amended Agreement will supersede and replace the earlier Agreement. Provided, however, NTI will amend the Agreement no more than once a year. Following adoption of such amended Agreement, NTI will provide notification of such amended Agreement to Client. Client will have thirty (30) days from notification of the amended Agreement to notify NTI of its rejection of such amendment and termination of this Agreement which will be effective no earlier than 60 days following notification of the amended Agreement.

i. Relationship. NTI is acting as an independent contractor to the Client under this Agreement. Neither party has the authority to act on the other party's behalf.

j. Governing Law. This Agreement is governed by the laws of the State of North Carolina.

k. Severability. If any term or provision of the Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

l. Regulated Industries. Unless the parties specifically agree in an Order that Services are covered under certain federal, state, or local statutes, regulations, or rules (collectively "**Government Regulations**"), such as the Health Insurance Portability and Accountability Act and the Gramm-Leach-Bliley Act, Government Regulations do not apply to the Services. If the parties do agree in an Order that Government Regulations apply to the Services, NTI may require that the parties execute additional applicable terms and conditions before NTI agrees to perform the Services. The Client is responsible for determining whether any Services relate to Government Regulations. Additionally, the Client is responsible for determining whether any Services performed by NTI are and continue to be compliant with applicable Government Regulations. The Client shall fully reimburse NTI for all costs and expenses associated with any claims, losses, or damages experienced by NTI that are a result of the Client's failure to accurately determine whether any Government Regulations apply to the Services, whether any Services meet or continue to meet the requirements of any applicable Government Regulations, or both.