

NETINTEGRATION LLC

MASTER SERVICES AGREEMENT

General legal and operational terms governing services provided or facilitated by NetIntegration LLC, including managed services, projects, professional services, product sales, subscriptions, cloud services, telecommunications, and related support.

Last Updated: July 21, 2026

Version 2026-07-21

This MSA is incorporated by reference into each accepted Net-I Quote and supplements the applicable Quote-Specific Terms and Conditions and Service Guide.

This Master Services Agreement ("MSA") is entered into between NetIntegration LLC ("Net-I," "we," "us," or "our") and the customer identified in an accepted Quote ("Client," "you," or "your"). This MSA establishes the general legal, operational, and risk-allocation terms governing all Services provided or facilitated by Net-I. This MSA becomes effective on the earlier of the date Client accepts its first Quote or the date Net-I begins providing any Service (the "Effective Date"). Each accepted Quote, together with the applicable Quote-Specific Terms and Conditions, Service Guide, service-specific addenda, and this MSA, forms the Agreement for the Services described in that Quote. This MSA is incorporated into each Quote by reference.

1. Definitions

1.1 Authorized Contact. An individual whom Client authorizes to provide instructions, approvals, credentials, scheduling decisions, and other direction to Net-I.

1.2 Client Data. All data, records, files, content, credentials, personal information, and other information supplied by or on behalf of Client, or created specifically from Client Data through the Services, excluding Net-I tools, templates, telemetry, internal records, and de-identified or aggregated information.

1.3 Environment. The devices, networks, systems, cloud tenants, applications, accounts, facilities, and related technology that are within the scope of a Quote.

1.4 Net-I Equipment. Equipment, devices, software, or materials owned, leased, licensed, or controlled by Net-I and placed in or made available to the Environment, including equipment supplied under a Hardware as a Service arrangement ("HaaS").

1.5 Out-of-Scope Services. Services, projects, tasks, products, or responsibilities that are not expressly included in an accepted Quote or applicable Service Guide.

1.6 Quote. A proposal, quote, order form, service order, statement of work, change order, or similar ordering document issued by Net-I and accepted by Client.

1.7 Quote Terms. Net-I's Quote-Specific Terms and Conditions identified in and incorporated into a Quote, which govern commercial and transactional matters applicable to that Quote.

1.8 Security Incident. An actual or reasonably suspected unauthorized access to, use of, acquisition of, disclosure of, alteration of, encryption of, destruction of, or loss of Client Data or a material compromise of the Environment.

1.9 Service Guide. Net-I's service guide, service description, support policy, service-level document, or service-specific addendum that describes how a Service is delivered.

1.10 Services. All professional, managed, project, consulting, support, monitoring, security, backup, cloud, telecommunications, procurement, subscription, implementation, or other services that Net-I provides or facilitates under a Quote.

1.11 Third-Party Product. Hardware, software, subscription, license, circuit, device, or other product supplied by a third party and sold, licensed, leased, or facilitated by Net-I.

1.12 Third-Party Provider. A vendor, manufacturer, distributor, carrier, hosting provider, software publisher, cloud provider, subcontracted platform provider, or other third party that supplies a Third-Party Product or Third-Party Service.

1.13 Third-Party Service. A service performed, hosted, licensed, transmitted, or otherwise provided by a Third-Party Provider, whether supplied directly to Client or facilitated or resold by Net-I.

2. Contract Structure and Interpretation

2.1 Contract Documents. Each engagement between the parties consists of: (a) the applicable Quote, which identifies the Services, scope, quantities, pricing, locations, implementation assumptions, and initial term; (b) the Quote-Specific Terms and Conditions identified in the Quote (the "Quote Terms"), which govern the commercial and transactional aspects of the Quote, including payment timing, deposits, recurring commitments, renewals, cancellation, products, subscriptions, and project conditions; (c) the applicable Service Guide or service-specific addendum, which describes how the Services are delivered, supported, limited, and administered; (d) this MSA, which governs the parties' overall legal and business relationship; (e) any applicable Business Associate Agreement or data protection addendum; and (f) applicable Third-Party Provider terms. Together, these documents are the "Contract Documents" and constitute the "Agreement."

2.2 Order of Precedence. If the Contract Documents conflict, the following order of precedence applies: (a) a Business Associate Agreement or data protection addendum, but only regarding the protected data and regulatory obligations addressed by that document; (b) a mutually signed amendment or change order that expressly identifies the provision being modified; (c) the applicable Quote, but only regarding scope, quantities, pricing, locations, schedule, and initial term; (d) the applicable Quote Terms, but only regarding the commercial and transactional matters addressed by those terms; (e) the applicable Service Guide or service-specific addendum, regarding operational delivery of the Services; (f) this MSA; and (g) applicable Third-Party Provider terms, but only regarding the applicable Third-Party Product or Third-Party Service. No Quote, purchase order, Quote Terms, or Service Guide will modify this MSA's provisions concerning confidentiality, Client Data ownership, intellectual property, indemnification, limitations of liability, dispute resolution, or governing law unless the document expressly identifies the section being modified and is accepted in writing by authorized representatives of both parties.

2.3 Version Control. The version of this MSA, the Quote Terms, and the applicable Service Guide identified in or made available with an accepted Quote governs that Quote unless the parties later agree in writing to a different version. Net-I will retain or make reasonably available an archival copy of the applicable version. Later revisions apply only to future Quotes, renewals, or amendments unless the parties expressly agree otherwise in writing or applicable law requires a different result.

2.4 Service Guide Updates. Net-I may update a Service Guide to reflect operational, technical, security, vendor, or industry changes. Net-I will provide reasonable notice of a material update. A Service Guide update will not retroactively increase committed fees, shorten a committed term, or materially reduce the core Services promised in an existing Quote unless the change is required by law or a Third-Party Provider and Net-I offers a commercially reasonable substitute, adjustment, or termination option for the materially affected Service.

2.5 Client Forms. Terms printed or referenced on Client purchase orders, portals, vendor forms, checks, or other Client documents do not apply unless Net-I expressly accepts those specific terms in a writing signed by an authorized Net-I representative.

3. Scope and Delivery of Services

3.1 Limited Scope. Net-I will provide only the Services expressly identified in an accepted Quote. All other matters are Out-of-Scope Services and require separate written approval. Marketing materials, websites, presentations, assessments, recommendations, and informal discussions do not expand the scope or create a guarantee unless incorporated into a Quote.

3.2 Implementation and Prioritization. Net-I will implement and perform Services in a commercially reasonable sequence and priority. Stated dates are estimates unless a Quote expressly identifies a binding deadline. Start dates may depend on onboarding, transition, prerequisites, product availability, third-party provisioning, and Client cooperation.

3.3 Advice and Recommendations. Net-I may recommend that Client replace obsolete equipment, increase capacity, acquire licensing, implement security controls, change processes, or avoid actions that create operational or security risk ("Advice"). Client is responsible for deciding whether to follow Advice and for the related costs. Net-I is not responsible for problems caused by Client's unreasonable delay or refusal to follow material Advice. If Client's refusal makes a Service unsafe, insecure, unlawful, technically impracticable, or economically unreasonable, Net-I may exclude the affected item, suspend the affected Service, or terminate it for cause after reasonable notice where practicable.

3.4 Authorized Contacts. Net-I may rely on instructions and approvals from an Authorized Contact. If no person is formally designated, Net-I may rely on the person who accepted the applicable Quote or who customarily provides Client direction. Client will notify Net-I of any change by email or other written notice to Net-I's designated account or legal notice address. A ticket or voicemail alone is not sufficient for a change involving authority, termination, payment instructions, or access rights unless Net-I confirms the change in writing.

3.5 Access. Client grants Net-I and applicable Third-Party Providers the right to access, monitor, diagnose, configure, update, communicate with, retrieve information from, and otherwise interact with the Environment only as reasonably necessary to provide, administer, support, secure, suspend, or terminate the Services; comply with Client's authorized instructions; or comply with applicable law. Net-I may install software agents or management tools for those purposes.

3.6 Scheduled Maintenance and Service Delays. Net-I may perform scheduled maintenance outside 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, and will use commercially reasonable efforts to provide at least twenty-four (24) hours' notice when practicable. Service commitments do not apply during scheduled maintenance, Client-caused delay or downtime, vendor or carrier downtime, security-related suspension, force majeure, or a transition period described in the applicable Quote or Service Guide.

3.7 Transition Exception. Unless a Quote states otherwise, target response times do not apply during the first forty-five (45) days after a new managed Service begins or during offboarding and transition activities. Net-I will nevertheless use commercially reasonable efforts to respond and reduce avoidable disruption.

3.8 Co-Managed Environments. When Client personnel or another provider performs overlapping services, Net-I is not responsible for that party's acts, omissions, changes, security practices, training, technical competency, or delays. Net-I may defer to Client's designated co-managed provider after notifying Client of a material disagreement. Unless a Quote states otherwise, Net-I does not provide general IT training, staff development, or operational instruction to Client personnel or other providers.

3.9 Safety and Lawful Conditions. Client will provide safe, lawful, and industry-appropriate working conditions. Net-I is not required to enter an unsafe location, work on hazardous equipment, handle suspected contraband, or perform an act that Net-I reasonably believes violates law, professional obligations, a vendor agreement, or accepted security practice.

4. Client Responsibilities and Environment Standards

4.1 Cooperation and Information. Client will timely provide accurate information, decisions, access, credentials, personnel, installation media, vendor contacts, licenses, facilities, and other resources reasonably required for the Services. Client is responsible for delays, rework, and added costs caused by incomplete, inaccurate, or late information or unavailable personnel.

4.2 Licensing and Authority. Client represents that all hardware, software, data, media, domains, accounts, and devices within the covered Environment are genuine, properly licensed, and lawfully controlled by Client. Client will provide proof of authority or licensing upon reasonable request and will obtain all third-party consents required for Net-I and its providers to perform the Services.

4.3 Minimum Requirements. Client will implement and maintain the minimum hardware, software, warranty, connectivity, security, access, and environmental requirements stated in a Quote or Service Guide. Work required to bring the Environment into compliance or to remediate problems caused by noncompliance is Out-of-Scope Services unless expressly included.

4.4 Changes to the Environment. Client will not materially move, reconfigure, disable, replace, or install hardware, software, network components, security controls, or cloud configurations covered by the Services without coordinating with Net-I. Net-I is not responsible for problems caused by unauthorized or uncoordinated changes, and remediation is Out-of-Scope Services.

4.5 Administrative Access. Net-I strongly recommends limiting administrative or root access to authorized and appropriately trained personnel. If Client directs Net-I to provide administrative access to Client personnel or a third party, Client assumes the risk of that party's activities and is responsible for resulting remediation, downtime, vulnerabilities, and claims except to the extent directly caused by Net-I's gross negligence or willful misconduct. Net-I's system logs and business records may be used as evidence of access and activity, subject to ordinary rights of challenge.

4.6 Legacy and Unsupported Items. Client acknowledges that obsolete, unsupported, incompatible, underpowered, underperforming, or out-of-warranty devices, software, and systems may fail, create vulnerabilities, or prevent effective Service delivery. Net-I may decline to manage them, require replacement, or provide limited support without service-level commitments. Client assumes the risks of retaining such items after receiving Advice to replace or remediate them.

4.7 BYOD and Unknown Devices. Client represents that it has authority to permit access to all devices connected to the Environment, including employee-owned devices. Unless included in a Quote, Net-I is not required to support devices that are not enrolled, inventoried, and approved. Net-I is not responsible for issues caused by unknown, unmanaged, or unauthorized devices.

4.8 Physical and Environmental Security. Client will maintain reasonable safeguards appropriate to the Environment, including controlled physical access, protection from theft and environmental hazards, appropriate power and cooling, and prompt removal of access for separated personnel. More specific safeguards may be stated in a Quote, Service Guide, insurance requirement, or applicable law.

4.9 Acceptable Use. Client will not use the Services or Environment for unlawful, infringing, fraudulent, abusive, harassing, malicious, or dangerous activity; to distribute malware or unsolicited communications; or to interfere with another system or person. Net-I may suspend an affected Service when reasonably necessary to stop or prevent such activity.

4.10 Insurance. Client is encouraged to maintain insurance appropriate to its operations and risks, including property, business interruption, cyber, privacy, crime, and technology-dependent loss coverage. Net-I's Services are not a substitute for insurance.

5. Third-Party Products and Services

5.1 Selection and Substitution. Net-I may select and replace Third-Party Providers when the substitution does not materially diminish the core functionality Net-I is obligated to provide. Not every Third-Party Service will be separately identified as third-party supplied.

5.2 Reseller and Facilitator Role. Net-I generally resells, facilitates, configures, or supports Third-Party Products and Third-Party Services but does not manufacture or directly operate them. They are provided under the applicable vendor terms and on an "as is" basis as between Net-I and Client. Net-I is not an insurer or guarantor of third-party availability, performance, security, compatibility, or results.

5.3 Vendor Terms and Acceptance. Client agrees to applicable end user license agreements, subscription terms, acceptable-use policies, carrier terms, and vendor privacy or data-processing terms. When acceptance of Third-Party Provider terms is reasonably required to procure or provision an item identified in a Quote, Client authorizes Net-I to accept those terms on Client's behalf, provided that the terms are standard for the applicable product or service and are made reasonably available to Client. Net-I is not authorized to accept terms that impose material obligations unrelated to the ordered product or service without Client's separate approval.

5.4 Pass-Through Changes. Net-I may pass through vendor, carrier, licensing, cloud, subscription, shipping, tariff, tax, regulatory, and similar third-party cost increases. Net-I will provide as much advance notice as reasonably practicable. If a material vendor change makes continued delivery impracticable, Net-I may offer a substitute, adjust the affected scope and price, or terminate the affected Third-Party Service without liability for the vendor's change.

5.5 Vendor Support. Net-I may contact a manufacturer, publisher, carrier, or other vendor on Client's behalf and bill Client for the vendor's charges and Net-I's time. When reasonably practicable, Net-I will obtain approval before incurring a material vendor charge, except in an emergency or where delay would likely increase loss or disruption. Payment of a vendor charge does not guarantee resolution.

5.6 Updates. Third parties create and distribute patches, firmware, upgrades, and updates. Net-I may install, defer, test, stage, or decline an update based on vendor guidance, known compatibility, operational risk, and the scope of Services. Net-I does not warrant that an update will be error-free or compatible, and remediation of an update-related failure is Out-of-Scope Services unless expressly included.

5.7 International Access. Some Third-Party Providers or support personnel may access, process, or store data outside the United States. Client will notify Net-I before acceptance if Client requires U.S.-only personnel, hosting, or data access. Such a restriction applies only if accepted in writing and may require different Services or additional fees.

6. Fees and Payment

6.1 Fees and Payment Terms. Client will pay the fees, taxes, costs, expenses, deposits, and other charges stated in the applicable Quote and Quote Terms. The applicable Quote Terms govern invoicing schedules, deposits, payment deadlines, proration, recurring charges, subscriptions, products, projects, annual adjustments, HaaS charges, and other transaction-specific payment obligations.

6.2 Taxes and Expenses. Client is responsible for applicable taxes, governmental charges, freight, shipping, insurance, delivery, courier, disposal, permit, registration, activation, travel, lodging, and similar costs. Net-I may incur reasonable miscellaneous expenses up to two hundred fifty dollars (\$250) in the aggregate per month without separate approval when reasonably necessary to provide

the Services; larger discretionary expenses require approval unless immediate action is reasonably necessary to protect people, property, systems, or data.

6.3 Automatic Payment. If Client authorizes automatic payment, Client will maintain a valid payment method and authorizes Net-I to charge amounts when due. A rejected or reversed payment does not extend the due date.

6.4 Invoice Disputes. Client must notify Net-I in writing of a good-faith fee dispute within thirty (30) days after the invoice date and must timely pay all undisputed amounts. Failure to provide timely notice waives the dispute to the extent permitted by law. The parties will work in good faith to resolve a timely dispute.

6.5 Late Payment and Suspension. Undisputed amounts unpaid more than thirty (30) days after the due date accrue interest at the lower of one percent (1%) per month or the maximum lawful rate. Net-I may suspend affected Services for nonpayment after reasonable notice, except where immediate suspension is permitted by the Agreement. Recurring and committed charges continue during suspension. Net-I may charge a reasonable reactivation fee not exceeding ten percent (10%) of the affected monthly recurring fees.

6.6 Collections. Client will reimburse reasonable collection costs, court costs, arbitration costs, and attorneys' fees incurred to collect undisputed past-due amounts. Client may not withhold, offset, or deduct amounts due based on an unrelated claim.

6.7 State of Emergency Costs. Reasonable incremental costs incurred to provide Services during a declared emergency, material fuel or utility shortage, public health event, or similar extraordinary condition may be invoiced to Client when the costs are directly attributable to Client's Services.

7. Term, Renewal, Suspension, and Termination

7.1 MSA Term. This MSA becomes effective upon Client's first acceptance of a Quote or Net-I's commencement of Services, whichever occurs first, and remains in effect while any Quote, Service, payment obligation, transition obligation, or other obligation between the parties remains outstanding. The expiration or termination of the final Quote will terminate this MSA, except for provisions that expressly or by their nature survive.

7.2 Quote Terms. Each Quote has its own term, renewal, and cancellation provisions. Termination of one Quote does not terminate any other Quote or this MSA. A fixed-term Quote may not be terminated without cause before its stated expiration unless Net-I agrees in writing.

7.3 Termination for Cause. A non-defaulting party may terminate an affected Quote or, if the breach materially affects the entire relationship, this MSA, if the other party materially breaches the Agreement and fails to cure within twenty (20) days after written notice. The cure period for nonpayment is ten (10) days. No cure period is required for an unlawful act, fraud, intentional security compromise, credible threat to persons or systems, repeated abusive conduct, insolvency where immediate termination is permitted by law, or a breach that cannot reasonably be cured.

7.4 Client Conduct. Net-I may suspend or terminate affected Services for cause if Client personnel, contractors, or representatives engage in conduct that makes Service delivery unsafe, unlawful, abusive, impracticable, or commercially unreasonable. Net-I will provide ten (10) days' notice when the circumstances reasonably permit.

7.5 Early Termination Obligations. If Client terminates a committed Quote without cause, or Net-I terminates a Quote because of Client's uncured material breach, Client will pay the early-termination amounts described in the applicable Quote and Quote Terms. At a minimum, Client remains

responsible for: (a) fees accrued through the termination date; (b) all non-cancelable Third-Party Provider, license, equipment, financing, and subscription commitments; (c) approved products, equipment, and project costs already incurred or committed; and (d) reasonable deactivation, recovery, return, and transition charges. Any charge for the remaining committed Service term will be calculated as provided in the applicable Quote Terms. The parties intend any early-termination amount to compensate Net-I for committed capacity and costs and not to impose a penalty.

7.6 Mutual Termination. The parties may terminate a Quote or the relationship at any time by a written agreement that addresses effective date, final charges, transition, equipment, licenses, and data handling.

7.7 Effect of Termination. Upon termination, Client will pay all amounts due. Net-I may remove or disable Net-I Equipment, software agents, licenses, and access rights that Client is no longer entitled to use. Client will provide reasonable access during business hours for removal. Client is responsible for the replacement value of missing or damaged Net-I Equipment, ordinary wear excepted.

7.8 Transition Services. At Client's written request, Net-I will provide reasonable offboarding and transition assistance at then-current time-and-materials rates. Net-I may require payment of undisputed past-due balances and a reasonable advance deposit based on the estimated transition effort before beginning transition Services. Net-I will apply the deposit against final transition charges and invoice or refund any remaining balance, as applicable. Transition assistance may include credential export, data export, log retrieval, administrative information, provider coordination, and configuration documentation not otherwise included in the applicable Quote.

7.9 Data Retention After Termination. Unless a Quote, Service Guide, Business Associate Agreement, or law requires a different period, Net-I may delete Client Data in its possession or control thirty (30) days after the applicable Service ends. Client is responsible for requesting and validating exports before deletion. Net-I may retain records required for legal, security, billing, backup rotation, or dispute purposes, subject to applicable confidentiality obligations.

8. Client Data, Credentials, Security, Backup, and Compliance

8.1 Client Data Ownership. As between the parties, Client owns Client Data. Client grants Net-I and applicable Third-Party Providers a limited right to host, copy, transmit, access, use, modify, and disclose Client Data only as reasonably necessary to provide and secure the Services, comply with Client instructions, enforce the Agreement, or comply with law.

8.2 Credentials and Administrative Information. Credentials for Client-owned accounts and systems are Client Data. Subject to reasonable identity, authority, and security verification, Net-I will provide available credentials for Client-owned systems and accounts during transition. Net-I may condition discretionary transition assistance, configuration conversion, documentation preparation, and other professional Services on payment of undisputed past-due amounts and an advance transition deposit. Net-I is not required to disclose credentials for Net-I-owned platforms, shared infrastructure, internal tools, privileged vendor portals, security keys, or information that would compromise another customer, Net-I, or a Third-Party Provider.

8.3 Net-I Security Measures. Net-I will maintain commercially reasonable administrative, technical, and physical safeguards appropriate to the Services and information under Net-I's control. No security measure is completely effective, and Net-I does not guarantee that every attack, vulnerability, malware event, unauthorized access, or data loss will be prevented or detected.

8.4 Client Security Responsibilities. Client is responsible for user behavior, access approvals, password practices, physical security, data classification, legal notices and consents, employee

training, and controls not expressly included in a Quote. Unless expressly included, Net-I is not responsible for enabling multifactor authentication in every application, monitoring every account, or enforcing Client policies.

8.5 Backup and Recovery. Net-I provides backup, retention, restoration, and disaster-recovery Services only when expressly included in a Quote. Client remains responsible for identifying systems and data that require protection, validating that covered data is included, maintaining any excluded backups, and participating in reasonable restore testing. No backup system guarantees recovery of every file, version, or system, and recovery point and recovery time targets are not guarantees unless expressly stated as service credits in a Quote or Service Guide.

8.6 Security Incidents. Unless expressly included, incident containment, forensics, legal analysis, regulatory reporting, notification, ransom negotiation, public relations, and restoration of impacted data are Out-of-Scope Services. Net-I may isolate devices, disable access, suspend Services, or take other reasonable protective steps. If Net-I confirms a Security Incident involving Client Data in systems under Net-I's control, Net-I will notify Client without unreasonable delay, subject to law, law-enforcement restrictions, and any applicable Business Associate Agreement or data protection addendum. Any notification obligations, investigation requirements, cooperation obligations, or reporting deadlines contained in an applicable Business Associate Agreement or data protection addendum will control over this Section with respect to the protected information governed by that document.

8.7 Compliance and No Legal Advice. Unless a Quote expressly states otherwise, the Services are not a complete compliance program and do not guarantee compliance with HIPAA, PCI DSS, GLBA, state privacy laws, professional rules, insurance requirements, or any other law or standard. Recommendations, reports, and plans are not legal advice. Client is responsible for obtaining legal and compliance advice and for notifying Net-I before providing access to regulated or specially protected data.

8.8 HIPAA. If Net-I creates, receives, maintains, or transmits protected health information on behalf of a HIPAA covered entity or business associate in a manner that makes Net-I a business associate, the parties will enter into a Business Associate Agreement. The Business Associate Agreement controls with respect to protected health information.

8.9 De-Identified and Aggregated Information. Net-I may create and use de-identified or aggregated information that does not identify Client or any individual to operate, secure, benchmark, and improve its services, provided such use complies with applicable law and any Business Associate Agreement.

9. Confidentiality

9.1 Confidential Information. "Confidential Information" means non-public business, technical, financial, operational, security, customer, employee, pricing, contract, and proprietary information disclosed by one party (the "Discloser") to the other (the "Recipient"), whether oral, written, electronic, or observed. Confidential Information includes Client Data and the non-public terms of the Agreement.

9.2 Exclusions. Confidential Information does not include information that the Recipient can document: (a) is publicly available through no breach; (b) was lawfully known without restriction before disclosure; (c) was independently developed without use of the Discloser's information; or (d) was lawfully received from a third party without a duty of confidentiality.

9.3 Use and Protection. The Recipient will use Confidential Information only to perform, receive, evaluate, secure, or enforce the Agreement and will disclose it only to personnel, professional

advisers, insurers, financing sources, and Third-Party Providers who have a need to know and are subject to appropriate confidentiality duties. The Recipient will use at least commercially reasonable care and no less than the care it uses for similar information of its own.

9.4 Required Disclosure. A Recipient may disclose Confidential Information when legally required, but will, unless prohibited, provide prompt notice and reasonable assistance so the Discloser may seek protective treatment. The Recipient will disclose only the portion legally required.

9.5 Return and Destruction. Upon request or termination, the Recipient will return or destroy Confidential Information when reasonably practicable, subject to routine backups, legal holds, record-retention obligations, security logs, and the data-retention provisions of the Agreement. Retained information remains protected.

9.6 Equitable Relief. Unauthorized disclosure of Confidential Information may cause harm not adequately remedied by money damages. A party may seek temporary or injunctive relief in a court of competent jurisdiction without waiving arbitration of the underlying dispute.

10. Ownership and Intellectual Property

10.1 Pre-Existing Materials. Each party retains ownership of intellectual property, software, documentation, data, trademarks, methods, tools, templates, scripts, know-how, and materials it owned or developed independently of the Services.

10.2 Net-I Tools and Reusable Materials. Net-I owns its management tools, monitoring configurations, scripts, automation, templates, security rules, documentation formats, processes, methodologies, know-how, and improvements, including materials created while providing the Services that are of general applicability or do not uniquely embody Client Data.

10.3 Client-Specific Deliverables. Ownership of a specifically commissioned deliverable is governed by the Quote. If the Quote is silent, Net-I owns the deliverable and, after full payment, grants Client a perpetual, non-exclusive, non-transferable license to use the deliverable internally for Client's business. The license does not include the right to resell, publish, sublicense, reverse engineer, or use Net-I tools or reusable components outside Client's business.

10.4 Third-Party Materials. Third-party software and materials remain owned by their licensors and may be used only under the applicable license terms. No third-party license is transferred except as expressly permitted by the vendor and the Quote.

10.5 Feedback. Client may provide suggestions or feedback. Net-I may use feedback without restriction or obligation, provided Net-I does not disclose Client Confidential Information.

11. Limited Warranties and Disclaimers

11.1 Professional Services Warranty. Net-I warrants that Services performed directly by Net-I personnel will be performed in a commercially reasonable and professional manner. Client's exclusive remedy for a material breach of this warranty is for Net-I, after timely written notice, to reperform the materially nonconforming Service or, if reperformance is not commercially reasonable, refund the fees paid for that specific nonconforming Service.

11.2 Third-Party Products and Services. Third-Party Products and Third-Party Services are provided under vendor warranties and terms, if any. As between Net-I and Client, they are provided "as is" and without a Net-I warranty. Net-I will use reasonable efforts to pass through or facilitate available vendor warranty rights but is not responsible for vendor performance or warranty charges.

11.3 No Guaranteed Outcome. Net-I does not warrant uninterrupted or error-free operation, complete prevention or detection of security events, recovery of every item of data, compatibility with every third-party product, achievement of a particular business result, or regulatory compliance. Service tickets, incidents, downtime, software defects, user error, and conflicts among interconnected technologies may occur without constituting breach.

11.4 Disclaimer. Except for the express warranty in Section 11.1 and to the maximum extent permitted by law, Net-I disclaims all other express, implied, statutory, and common-law warranties, including merchantability, fitness for a particular purpose, title, noninfringement, and warranties arising from course of dealing, usage, or trade practice.

12. Limitations of Liability

12.1 Excluded Damages. To the maximum extent permitted by law, neither party is liable to the other for lost profits, lost revenue, loss of business opportunity, loss of goodwill, loss of anticipated savings, loss or corruption of data, business interruption, or any indirect, incidental, consequential, special, exemplary, or punitive damages, regardless of theory of liability and even if advised that such damages were possible.

12.2 Liability Cap. To the maximum extent permitted by law, Net-I's aggregate liability arising from or relating to a Quote, the Services under that Quote, or the related Contract Documents will not exceed the fees paid or payable to Net-I under the affected Quote during the six (6) months immediately preceding the event giving rise to the claim. For a one-time project lasting less than six months, the cap will not exceed the fees paid or payable for that project. Multiple claims do not increase the cap.

12.3 Exceptions. The exclusions and cap do not limit: (a) Client's payment obligations; (b) liability that cannot lawfully be limited; or (c) a party's gross negligence, willful misconduct, or fraud. Any indemnity obligation remains subject to this Section unless the applicable indemnity expressly states otherwise or law prohibits the limitation.

12.4 Allocation of Risk. The parties agree that the fees reflect the allocation of risk in the Agreement and that the limitations apply even if a limited remedy fails of its essential purpose. Client may request higher liability limits subject to Net-I's approval, additional fees, and a written amendment.

12.5 Time to Bring Claims. Except for undisputed payment obligations, a claim arising from the Agreement must be commenced within one (1) year after the claimant knew or reasonably should have known of the facts giving rise to the claim, unless applicable law prohibits a shorter contractual period.

12.6 No Third-Party Beneficiaries. The Agreement benefits only Net-I and Client. No employee, customer, patient, vendor, insurer, user, or other third party may enforce it.

13. Indemnification

13.1 Client Indemnity. Client will defend, indemnify, and hold harmless Net-I, its affiliates, personnel, and Third-Party Providers from third-party claims, damages, fines, penalties, judgments, costs, and reasonable attorneys' fees arising from: (a) Client Data or materials supplied by Client; (b) Client's unlawful or infringing use of the Services; (c) Client's breach of Sections 4, 5.3, 8.4, or 8.7; (d) acts or omissions of Client personnel, contractors, or providers with administrative access; or (e) bodily injury or property damage caused by conditions under Client's control, except to the extent caused by Net-I's gross negligence or willful misconduct.

13.2 Net-I IP Indemnity. Net-I will defend Client from a third-party claim that a deliverable created solely by Net-I and expressly identified in a Quote as a Net-I deliverable infringes a United States

patent, copyright, or trademark, and will pay damages finally awarded or agreed in settlement. Net-I has no obligation for claims arising from Client Data, Client instructions, third-party materials, combinations not supplied by Net-I, modification by others, continued use after notice, or use outside the Agreement. Net-I may procure continued use, modify or replace the item, or terminate the affected item and refund prepaid unused fees. This Section states Client's exclusive remedy for such infringement claims.

13.3 Procedure. The indemnified party will promptly notify the indemnifying party, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party to control the defense and settlement. A settlement may not admit fault by or impose a non-monetary obligation on the indemnified party without its written consent, not to be unreasonably withheld.

14. Voice and Emergency Calling Services

14.1 Applicability. This Section applies when a Quote includes hosted voice, VoIP, SIP, telecommunications, or emergency calling functionality.

14.2 Service Dependencies. Voice and emergency calling may depend on commercial power, internet connectivity, local network operation, endpoint configuration, third-party carriers, accurate location registration, and user action. Outages, mobility, call forwarding, multi-line systems, unregistered devices, or loss of power or internet may prevent or misroute calls.

14.3 Client Responsibilities. Client is responsible for providing and updating accurate service addresses and emergency response locations, notifying users of service limitations, maintaining required backup power and alternate calling methods, and complying with applicable emergency-calling laws and carrier requirements.

14.4 VoIP Indemnity. Client will defend, indemnify, and hold harmless Net-I and applicable voice providers from third-party claims arising from incorrect location information, unauthorized or improper use, failure of Client power, internet, network, equipment, or procedures, or inability to use emergency calling, except to the extent directly caused by Net-I's gross negligence or willful misconduct.

15. Dispute Resolution and Governing Law

15.1 Executive Escalation. Before filing a formal proceeding, each party will designate a business representative with authority to attempt in good faith to resolve the dispute for at least ten (10) business days, unless emergency relief or a filing deadline makes that period impracticable.

15.2 Arbitration. Except for collection of undisputed amounts, temporary or injunctive relief, or a claim that applicable law does not permit to be arbitrated, any dispute arising from or relating to the Agreement will be resolved by binding arbitration before one arbitrator under the then-current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator will have experience in commercial contracts and information technology. The arbitration will occur in Shelby County, Tennessee, or remotely if the parties agree. The arbitrator may award any remedy available under the Agreement and applicable law, including reasonable attorneys' fees and costs to the prevailing party.

15.3 Governing Law and Venue. Tennessee law governs without regard to conflict-of-law principles. For a claim not subject to arbitration, each party consents to exclusive jurisdiction and venue in the state or federal courts located in or serving Shelby County, Tennessee.

16. Non-Solicitation

16.1 Mutual Restriction. During the term of the Agreement and for twelve (12) months after the parties' last active Quote ends, neither party will knowingly and directly solicit for employment an employee of the other party with whom it materially interacted through the Services, without the other party's written consent.

16.2 Exclusions and Remedies. This restriction does not apply to general advertisements, independent recruiting not targeted at the other party, an employee who initiates contact without solicitation, or a person whose employment ended at least six (6) months earlier. A breach may support actual damages and appropriate injunctive relief. No fixed liquidated-damages amount applies unless separately agreed in writing.

17. General Provisions

17.1 Notices. Legal notices must be sent by personal delivery, nationally recognized overnight courier, certified U.S. mail, or email to the notice address designated in the applicable Quote or later written notice. Email notice is effective one (1) business day after transmission if no delivery failure is received. Courier notice is effective one (1) business day after dispatch, and certified-mail notice is effective three (3) business days after mailing.

17.2 Assignment. Neither party may assign the Agreement without the other party's written consent, not to be unreasonably withheld. Net-I may assign the Agreement to an affiliate or successor in connection with a merger, reorganization, financing, sale of equity, or sale of substantially all relevant assets, provided the assignee assumes Net-I's obligations.

17.3 Amendments. An amendment must be in writing, identify the provision being changed, and be accepted by authorized representatives of both parties. Email and electronic signature are sufficient. An operational Service Guide update made under Section 2.4 is not an amendment to committed commercial or risk-allocation terms.

17.4 Independent Contractor; No Fiduciary Duty. Net-I is an independent contractor and not Client's employee, partner, joint venturer, agent, or fiduciary. No fiduciary or special relationship arises from the Services.

17.5 Contractors. Net-I may use employees and contractors to perform Services and remains responsible for work performed directly on its behalf. Third-Party Providers supplying resold or facilitated Third-Party Services are not Net-I subcontractors merely because Net-I resells or supports their services.

17.6 Force Majeure. Neither party is liable for delay or failure caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, epidemic, war, terrorism, civil disturbance, governmental action, labor disruption, utility failure, internet or carrier outage, transportation delay, supply shortage, cyberwarfare, or a widespread malware event that circumvents then-current commercially reasonable controls. The affected party will use reasonable efforts to reduce the impact and resume performance. Payment obligations for Services already provided are not excused.

17.7 Severability and Reformation. If a provision is invalid or unenforceable, it will be enforced to the maximum lawful extent or modified to most closely reflect the parties' lawful intent, and the remaining provisions remain effective.

17.8 Waiver. A waiver is effective only in writing and only for the specific instance. Delay or failure to enforce a right is not a waiver of that or any other right.

17.9 Entire Agreement. The Contract Documents are the entire agreement concerning their subject matter and replace prior or contemporaneous proposals, discussions, representations, and agreements on that subject. Accrued payment obligations under a prior agreement remain due unless expressly released in writing.

17.10 Electronic Records and Counterparts. The parties may accept, sign, and deliver Quotes and amendments electronically and in counterparts. Electronic records, approvals, and signatures satisfy writing and signature requirements to the extent permitted by law.

17.11 Survival. Payment obligations and provisions concerning confidentiality, ownership, data handling, warranty disclaimers, liability, indemnification, dispute resolution, non-solicitation, notices, and any provision that by its nature should survive will survive expiration or termination.

17.12 Headings and Construction. Headings are for convenience only. "Including" means "including without limitation." Singular includes plural and vice versa. The Agreement will not be construed against a party merely because that party drafted it. No course of dealing or trade usage modifies the Agreement unless incorporated in writing.

END OF MASTER SERVICES AGREEMENT