

BizCom Global Master Services Agreement

Updated December 26, 2025

This Master Services Agreement (this “Agreement”) is between **BizCom Global, LLC**, a North Carolina company that maintains an office at 5850 Faringdon Place, #100, Raleigh, North Carolina 27609 (“us”, “our”, “we” or “BizCom”), and the entity that accepts Services from BizCom, whether by physical signature, electronic signature, electronic approval, approval of a Quote, order, renewal, subscription, invoice, procurement portal acceptance, online acceptance, payment, continued use of products or Services, or other acceptance of a purchasing document that references or incorporates this Agreement (“you”, “your” or “Client”). This Agreement is incorporated by reference into each applicable SOW as defined in Section 1(a)(3) and is effective as of the earliest date Client accepts the applicable SOW referencing or incorporating this Agreement (“Effective Date”).

1) SCOPE OF SERVICES; SOW.

a) Scope of Services; Contracting Documents. This Agreement governs all services that we perform, as well as any services, licenses, subscriptions, hardware, software, products, cloud offerings, third-party services, consulting, implementation, procurement, advisory, project, support, cybersecurity, compliance-assistance, resilience, managed services, or other offerings that we sell, resell, facilitate, deliver, or arrange for you (collectively, the “Services”).

(1) Contracting Documents. Services may be described in one or more statements of work, quotes, quotations, proposals, orders, subscriptions, renewals, procurement portal acceptances, online acceptances, electronic approvals, invoices, standardized SOW attachments, or similar purchasing documents that we provide to you and that you accept physically, electronically, by signature, by approval, by payment, by continued use, or otherwise. Each such document is referred to in this Agreement as a “SOW.”

(2) Contracting Models and Quote-Based Acceptance. The parties acknowledge that Services may be purchased or performed under different contracting models, including MSA plus Quote, MSA plus SOW, or MSA plus SOW plus Quote. In the absence of a separate written Statement of Work, any signed quote, proposal, order, subscription, renewal, invoice, online acceptance, electronic approval, procurement portal acceptance, or similar purchasing document accepted by Client shall be deemed a SOW and shall automatically incorporate this Agreement in its entirety. If a quote includes, references, incorporates, or attaches standardized SOW terms or service descriptions, those terms are incorporated into the applicable SOW. If there is both a SOW and a quote, the SOW will generally describe scope, assumptions, exclusions, and service responsibilities, while the quote will generally describe pricing, quantities, products, subscriptions, renewal terms, commercial details, and order-specific information.

(3) References to Applicable SOW. References in this Agreement to an “applicable SOW” mean the applicable SOW as defined in this Section 1(a), including any Quote, order, renewal, invoice,

subscription, standardized SOW attachment, purchasing document, acceptance, or other document deemed to be a SOW under this section.

b) Order of Precedence. If there is a conflict among this Agreement, a SOW, a Quote, vendor terms, purchase order, procurement portal, or other related document, the following order of precedence will apply:

1. any written amendment or special terms expressly accepted by BizCom;
2. this Agreement, with respect to warranties, limitations of liability, indemnification, termination, ownership, confidentiality, dispute resolution, payment obligations, vendor terms, Client responsibilities, shared responsibility, security obligations, and other default risk-allocation terms;
3. the applicable SOW, with respect to scope-specific Services, assumptions, exclusions, deliverables, and service responsibilities;
4. the applicable Quote, order, renewal, invoice, or purchasing document, with respect to pricing, quantities, product details, license counts, subscription details, renewal dates, and commercial terms;
5. incorporated vendor terms, but only with respect to the applicable vendor-controlled product, service, platform, license, subscription, cloud service, or third-party offering; and
6. Client purchase orders, procurement portal terms, or similar Client-provided terms, but only if expressly and specifically accepted in writing by BizCom.

No Client purchase order, portal term, invoice note, or similar document will modify this Agreement or any SOW unless BizCom expressly accepts that modification in writing.

c) Nature of BizCom's Role; No Implied Managed Services. BizCom's role may vary by engagement. Unless expressly stated in the applicable SOW as defined in Section 1(a)(3), BizCom may be acting only as a reseller, value-added reseller, procurement facilitator, licensing provider, cloud solution provider, consultant, advisor, project provider, or provider of the specific limited service identified in the applicable SOW.

No Quote, order, subscription, invoice, product sale, licensing transaction, procurement assistance, advisory engagement, assessment, project, or other limited engagement shall be interpreted to create managed services, monitoring, administration, patching, backup, cybersecurity, compliance, incident response, disaster recovery, business continuity, help desk, ongoing support, or similar operational obligations unless those obligations are expressly stated in the applicable SOW as defined in Section 1(a)(3).

If there is no separate SOW and the Services are described only in a Quote or similar purchasing document, BizCom's role is limited to the specific product, subscription, cloud service, license, procurement activity, or simple service identified in that Quote. Under those circumstances, BizCom shall be treated as a reseller, VAR, procurement facilitator, licensing provider, cloud solution provider, consultant, or limited service provider only, and no broader service obligation shall be implied.

Excluded Services. BizCom is not obligated to provide any service, function, outcome, support activity, monitoring activity, security activity, compliance activity, administrative activity, reporting activity, or

other work that is not expressly included in the applicable SOW as defined in Section 1(a)(3). Services not expressly purchased, scoped, or accepted are excluded and may require a separate SOW, Quote, change order, prepaid retainer, or other accepted purchasing document.

2) GENERAL REQUIREMENTS.

a) Environment. For the purposes of this Agreement, “Environment” means, collectively, the portion of any computer network, cloud environment, computer system, peripheral, application, account, tenant, endpoint, infrastructure, equipment, or device, whether virtual or physical, that we maintain, monitor, support, access, or operate pursuant to an applicable SOW as defined in Section 1(a)(3). The scope of Services, and the fees charged for those Services, are generally determined by your needs and the configuration of the Environment as of the date the applicable SOW is accepted. Therefore, to avoid a delay or negative impact on our provision of the Services, and to mitigate against certain potential costs involved in correcting Client-originated issues, you agree to refrain from modifying or moving the Environment, or installing software on the Environment, unless we expressly authorize such activity.

b) Requirements. At all times, all software in the Environment must be genuine, licensed, supported, and maintained in accordance with applicable vendor requirements, and you agree to provide us with proof of such licensing, support, entitlement, or maintenance upon our request. If we describe minimum hardware, software, licensing, support, warranty, or other requirements in an applicable SOW as defined in Section 1(a)(3) (“Minimum Requirements”), you agree to implement and maintain those Minimum Requirements as an ongoing condition of BizCom providing the Services. For any hardware, equipment, appliance, server, storage device, network device, firewall, or similar physical equipment that BizCom is expected to manage, monitor, support, maintain, troubleshoot, or include within the scope of Services, Client must maintain current manufacturer warranty, support entitlement, replacement coverage, and, where applicable, onsite support sufficient to allow timely repair or replacement. If such support is unavailable, expired, declined, inadequate, or not maintained, the affected equipment may be excluded from coverage, support may be limited, response times may not apply, additional fees may apply, and any related remediation may require a separate SOW, Quote, change order, or other accepted purchasing document. Any exception to this requirement must be expressly stated in the applicable SOW as defined in Section 1(a)(3).

c) Updates. Patches and updates to hardware and software (“Updates”) are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If required under the applicable SOW as defined in Section 1(a)(3), we will implement and follow the manufacturers’ recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) we reserve the right, but not the obligation, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

d) Vendor, OEM, Cloud, Carrier, and Line-of-Business Support. If, in our discretion, an issue, request, configuration, product, service, application, cloud service, carrier service, licensing matter, or line-of-business software matter requires assistance from a vendor, OEM, distributor, cloud provider, carrier,

registrar, software publisher, marketplace provider, or other third party, we may contact or coordinate with that third party on your behalf. Client is responsible for all vendor, support, subscription, licensing, professional service, escalation, diagnostic, travel, freight, and other third-party fees and costs, whether paid directly by Client or passed through by BizCom. Client authorizes BizCom to incur pass-through vendor or third-party charges up to \$250 without separate approval. An applicable SOW as defined in Section 1(a)(3) may increase this authorization threshold to \$500, \$750, \$1,000, or another stated amount based on the scope of Services. Charges above the applicable threshold require Client approval unless exigent circumstances require action to protect systems, data, security, operations, or service continuity. Time spent by BizCom coordinating with third parties is billable unless expressly included in the applicable SOW. BizCom is not responsible for vendor delays, refusals, support limitations, unsupported products, vendor policies, vendor-caused downtime, vendor errors, or vendor-controlled outcomes.

e) Advice; Instructions. From time to time, we may provide you with specific advice and directions related to the Services (“Advice”). You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment or the location in which the Environment is maintained, at your sole cost. We are not responsible for any problems or issues, including downtime or security-related issues, caused by your failure to promptly follow our Advice. If, in our discretion, your failure to follow our Advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW as defined in Section 1(a)(3) for cause by providing notice of termination to you. Unless specifically and expressly stated in the applicable SOW as defined in Section 1(a)(3), any services required to remediate issues caused by your failure to follow our Advice or directions, or your unauthorized or unilateral modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope and not covered. BizCom’s recommendations, assessments, reports, strategic guidance, vCIO, vCTO, vCISO, compliance-assistance, procurement assistance, and advisory services are informational in nature and are intended to assist Client in decision making. Client remains solely responsible for all decisions arising from or related to such recommendations or guidance.

IMPORTANT DISCLAIMER REGARDING ADVICE, COMPLIANCE, INSURANCE, AND OUTCOMES.

SPECIFIC OUTCOMES ARE NOT, AND CANNOT BE, GUARANTEED. BIZCOM GLOBAL’S ADVICE, RECOMMENDATIONS, ASSESSMENTS, REPORTS, SERVICES, PRODUCTS, AND DIRECTION DO NOT CONSTITUTE LEGAL ADVICE, INSURANCE ADVICE, REGULATORY ADVICE, OR A GUARANTEE THAT CLIENT WILL SATISFY ANY LEGAL, REGULATORY, INSURANCE, CONTRACTUAL, INDUSTRY, SECURITY, OR COMPLIANCE OBLIGATION. CLIENT AGREES THAT BIZCOM GLOBAL, ITS PRODUCTS, AND ITS EMPLOYEES ARE NOT A SUBSTITUTE FOR INDEPENDENT LEGAL COUNSEL, INSURANCE ADVISORS, COMPLIANCE ADVISORS, AUDITORS, OR OTHER QUALIFIED PROFESSIONALS.

f) Prioritization. All Services will be performed on a schedule, and in a prioritized manner, as we determine reasonable and necessary.

g) Authorized Contact(s). We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in an applicable SOW as defined in Section 1(a)(3) to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable document or if a previously identified Authorized Contact is no longer available to us, then your Authorized Contact will be the person(s) who accepted the applicable SOW or Quote, or is generally designated by you during the course of our relationship to provide us with direction or

guidance. We will be entitled to rely upon directions and guidance from your Authorized Contact until we are affirmatively made aware of a change of status of the Authorized Contact. If your change is provided to us in writing, physically or by email, then the change will be implemented within two (2) business days after the date on which we receive your change notice. If your change notice is provided to us in person or by telephone, live calls only, the change will be implemented on the same business day in which the conversation takes place. Do not use a ticketing system or help desk request to notify us about the change of an Authorized Contact; similarly, do not leave a recorded message for us informing us of a change to your Authorized Contact. We reserve the right to delay the Services until we can confirm the Authorized Contact's authority within your organization.

h) Insurance. If you are supplied with BizCom-owned or BizCom-licensed equipment or software (collectively, "BizCom Equipment"), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. BizCom must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW as defined in Section 1(a)(3) without prior notification to BizCom. Upon our request, you agree to provide proof of insurance to us including proof of payment of any applicable premiums or other amounts due under the insurance policy.

i) Client Responsibilities. Client acknowledges that the successful delivery of Services requires cooperation between the parties. Client shall timely provide accurate information, access to personnel, access to systems, access to facilities, access to documentation, and any other resources reasonably required by BizCom to perform the Services. Client shall promptly notify BizCom of material changes to the Environment, cybersecurity incidents, regulatory investigations that may impact Services, changes in ownership or management that affect Authorized Contacts, and engagements with third parties that may materially impact the Environment. BizCom shall not be responsible for delays, additional costs, service deficiencies, security incidents, or project impacts arising from Client's failure to provide information, access, approvals, personnel, documentation, or cooperation.

j) Shared Responsibility. Client acknowledges that BizCom provides technology advisory, consulting, procurement, implementation, support, cybersecurity, cloud, licensing, compliance-assistance, resilience, project, and managed services, and that BizCom's role may differ by applicable SOW, product, subscription, or service. Regardless of the Services provided, Client retains ultimate responsibility for business operations, regulatory compliance, legal compliance, licensing compliance, user conduct, employee training, cybersecurity governance, business continuity planning, disaster recovery planning, insurance procurement and maintenance, risk acceptance decisions, technology purchasing decisions, data governance decisions, and approval or rejection of recommended actions. Client further acknowledges that many products and services involve layered responsibilities among Client, BizCom, upstream vendors, cloud providers, software publishers, carriers, distributors, marketplace providers, and other third parties. BizCom is responsible only for the specific responsibilities expressly assigned to BizCom in the applicable SOW as defined in Section 1(a)(3). No Service shall be interpreted to shift Client's ownership of its business, operational, governance, risk, compliance, security, continuity, insurance, or data responsibilities to BizCom unless expressly stated in the applicable SOW as defined in Section 1(a)(3).

k) Recommendations, Security Controls, Standards, Processes, and Risk Acceptance. BizCom may periodically identify security, operational, compliance, resiliency, licensing, governance, technology, process, documentation, or vendor-related risks and may recommend corrective actions, mitigation

strategies, technology improvements, process changes, security controls, minimum requirements, or other remediation activities. Client acknowledges that recommendations may not eliminate all risks, may require additional expenditures, and that implementation decisions remain solely with Client. If Client declines, delays, removes, disables, fails to fund, or otherwise fails to implement recommended controls, processes, standards, minimum requirements, remediation activities, replacements, access requirements, licensing requirements, documentation requirements, or operational changes, BizCom shall not be responsible for losses attributable to such decision or delay. BizCom may exclude affected systems, users, locations, services, risks, devices, applications, or vendors from coverage; reclassify related work as out-of-scope; modify pricing or service scope; require execution of a Risk Acceptance Acknowledgement; suspend related Services; decline to perform work that BizCom reasonably determines would be insecure, unsafe, commercially impractical, or inconsistent with professional standards; or terminate the affected Services or SOW in accordance with this Agreement.

I) Onboarding and Discovery. During onboarding, transition, assessment, discovery, audit, implementation, or initial service delivery activities, BizCom may identify deficiencies, unsupported configurations, security concerns, operational issues, documentation gaps, compliance concerns, licensing concerns, or other conditions affecting the Environment. Unless expressly identified in the applicable SOW as defined in Section 1(a)(3), onboarding activities do not include remediation, BizCom does not guarantee discovery of all deficiencies, remediation services are out of scope, and identified deficiencies may require separate projects. Findings discovered during onboarding may result in revised pricing, revised scope, revised Minimum Requirements, additional project recommendations, security recommendations, or modifications to service eligibility.

3) FEES; PAYMENT.

You agree to pay all fees, charges, costs, subscriptions, renewals, expenses, and amounts described in the applicable Quote, order, renewal, invoice, subscription, purchasing document, SOW, standardized SOW attachment, or other accepted purchasing document. The parties acknowledge that pricing and fee schedules will often be stated in the applicable Quote, order, renewal, invoice, subscription, or purchasing document, even when the service scope or standardized SOW terms are stated elsewhere or incorporated by reference. If both a SOW and Quote apply, the SOW will generally describe scope, assumptions, exclusions, and service responsibilities, while the Quote will generally describe pricing, quantities, product details, license counts, subscription terms, renewal terms, payment amounts, and commercial details. If no applicable document includes a fee, rate, or pricing schedule for the Services provided, then you agree to pay us on an hourly basis pursuant to our then-current standard rate schedule. You are responsible for all applicable taxes, governmental fees, freight, insurance, duties, pass-through vendor charges, and similar charges associated with the Services or Third Party Products unless you provide us with a valid exemption certificate or other appropriate proof of exemption.

a) Schedule; Payment Timing. Unless otherwise stated in the applicable Quote, order, renewal, invoice, subscription, purchasing document, SOW, standardized SOW attachment, or other accepted purchasing document, all one-time fees, interim service fees, hardware charges, software charges, licensing charges, subscription charges, project fees, onboarding fees, retainers, deposits, pass-through charges, and similar amounts are due and payable in advance of the provision, ordering, procurement, renewal, activation, or delivery of the applicable Services or Third Party Products. All recurring charges invoiced

by BizCom will be deducted from your designated bank account or credit card within three (3) business days from the date of the invoice unless otherwise stated in the applicable document.

b) Nonpayment; Suspension. Fees that remain unpaid for more than fifteen (15) days after the date on the invoice will be subject to interest on the unpaid amounts until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you if any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Suspension does not waive or reduce your payment obligations. BizCom may withhold deliverables, procurement activity, renewals, vendor actions, administrative transfers, transition services, data exports, or other non-emergency work until undisputed overdue amounts are paid. Notice of disputes related to fees must be received by us within thirty (30) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is earlier; otherwise, you waive your right to dispute the fee thereafter. A re-activation fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

c) Onboarding, Discovery, Remediation, Transition, and Delay Fees. Unless expressly included in the applicable Quote, order, renewal, invoice, subscription, purchasing document, SOW, standardized SOW attachment, or other accepted purchasing document, onboarding, discovery, assessment, audit, implementation readiness, documentation review, vendor coordination, remediation, transition, and offboarding activities are separately billable. Onboarding fees do not include remediation unless expressly stated in the applicable document. If deficiencies, unsupported configurations, gaps, security concerns, licensing concerns, documentation deficiencies, or scope changes are discovered during onboarding or transition, BizCom may issue a revised SOW, revised Quote, change order, or additional project recommendation. If Client delays onboarding, fails to provide required access, information, approvals, personnel, documentation, vendor participation, or other cooperation, recurring fees may begin or continue as scheduled, onboarding delays caused by Client will not delay payment obligations, and BizCom may charge additional fees for delay, rescheduling, rework, project restart, or extended onboarding caused by Client's delay or inaction. BizCom may also pause onboarding, reassign resources, require updated scheduling, or require revised pricing or scope if Client-caused delays materially affect the onboarding timeline or assumptions.

d) Retainers, Deposits, Prepayments, and Replenishment. BizCom may require retainers, deposits, prepayments, or other advance payments before beginning or continuing Services, ordering Third Party Products, performing project work, providing onboarding, providing offboarding, performing transition activities, coordinating with vendors, or undertaking work that BizCom reasonably determines requires advance funding. If work is performed against a retainer, BizCom may require replenishment when the retainer is depleted to a level determined by BizCom or when continued work is expected to exceed the remaining retainer balance. BizCom may pause work until the required retainer, deposit, prepayment, or replenishment amount is received.

4) ACCESS.

Client grants BizCom the right, but not the obligation, to access, monitor, diagnose, communicate with, retrieve information from, configure, support, administer, or otherwise interact with the Environment to

the extent reasonably required to provide the Services expressly identified in the applicable SOW as defined in Section 1(a)(3). Access rights granted under this section do not create any managed services, monitoring, administration, cybersecurity, backup, compliance, incident response, help desk, or ongoing support obligation unless those obligations are expressly included in the applicable SOW as defined in Section 1(a)(3).

Unless otherwise stated in the applicable SOW as defined in Section 1(a)(3), Services will be provided during BizCom's standard business hours. Some Services may include 24x7x365 help desk, monitoring, alert response, incident response, or after-hours support, but only if expressly included in the applicable SOW as defined in Section 1(a)(3). Any access technically available to BizCom outside standard business hours does not, by itself, create an obligation to monitor, respond, provide support, or perform Services outside standard business hours.

Client is responsible, at its own cost and before the commencement of applicable Services, to secure and maintain all rights of entry, licenses, approvals, administrative permissions, credentials, vendor permissions, tenant access, portal access, facility access, third-party application access, permits, and other authorizations necessary for BizCom to provide the Services. Client may also be required to provide timely access to personnel, facilities, systems, cloud tenants, subscriptions, vendor accounts, documentation, contracts, diagrams, configurations, logs, reports, policies, procedures, and other materials reasonably required by BizCom.

Proper and safe environmental conditions must be provided and assured by Client at all times. BizCom personnel will not be required to engage in any activity or provide Services under conditions that pose or may pose a safety, health, security, legal, licensing, vendor, or operational concern, or that would require extraordinary or non-standard efforts to achieve. BizCom will not be responsible for delays, additional costs, service deficiencies, missed timelines, degraded service, or inability to perform caused by unavailable access, unavailable personnel, missing documentation, insufficient permissions, vendor restrictions, unsafe conditions, unavailable credentials, or Client's failure to provide required cooperation. Any Services requiring extraordinary effort, remediation, access recovery, credential recovery, vendor escalation, after-hours work, emergency response, or non-standard work must be described in the applicable SOW as defined in Section 1(a)(3), a change order, or another document expressly accepted by BizCom and may be separately billable.

5) LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.

a) Hardware, Software, Licensing, Subscription, Procurement, and Resale Services. Unless otherwise expressly stated in the applicable SOW, Quote, standardized SOW attachment, order, renewal, invoice, purchasing document, or other accepted purchasing document, all hardware, software, peripherals, accessories, licenses, subscriptions, cloud services, SaaS services, marketplace products, carrier services, third-party services, and similar items purchased, subscribed to, procured, facilitated, or resold through us are third-party products or services ("Third Party Products"). BizCom may act solely as a reseller, value-added reseller, procurement facilitator, licensing provider, cloud solution provider, or ordering agent with respect to Third Party Products.

Third Party Products are subject to vendor availability, vendor pricing, vendor support, vendor licensing, vendor policies, vendor terms, manufacturer terms, distributor terms, renewal terms, cancellation restrictions, end-of-life decisions, feature changes, and usage limitations. Product descriptions,

compatibility, functionality, performance, support, availability, security, and continued operation are controlled by the applicable vendor, not BizCom. Client is responsible for validating quantities, SKUs, license types, subscription terms, compatibility, renewal requirements, cancellation deadlines, and business requirements before acceptance.

Unless otherwise expressly stated in the applicable SOW, Quote, standardized SOW attachment, order, renewal, invoice, purchasing document, or other accepted purchasing document, Third Party Products are nonrefundable once ordered, provisioned, placed in the delivery queue, activated, renewed, or made available by the applicable vendor or distributor. We will use reasonable efforts to assign, transfer, or facilitate vendor warranties and service commitments, if any, but we will have no liability for the quality, functionality, operability, availability, uptime, usefulness, compatibility, or performance of any Third Party Products. All Third Party Products are provided “as is” as between BizCom and Client.

b) Liability Limitations. This paragraph limits the liabilities arising under this Agreement, any applicable SOW, Quote, order, renewal, invoice, standardized SOW attachment, purchasing document, or other accepted purchasing document, and is a bargained-for and material part of this Agreement. You acknowledge and agree that we would not enter into this Agreement unless we could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits, except for fees due and owing to us, savings, legal or regulatory fines or penalties, or other legal loss; or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any applicable SOW, Quote, order, renewal, invoice, standardized SOW attachment, purchasing document, other accepted purchasing document, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services, even if a party has been advised of the possibility of such damages; however, reasonable attorneys’ fees awarded to a prevailing party shall not be limited by the foregoing limitation. Except for your payment obligations, indemnification obligations, and payment of attorneys’ fees, a responsible party’s aggregate liability to the other party for damages from any and all claims or causes whatsoever, and regardless of the form of any such action, that arise from or relate to this Agreement, whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the injured party’s actual and direct damages, not to exceed the amount of fees paid by you to BizCom for the specific Service upon which the applicable claim is based during the three (3) month period immediately prior to the date on which the cause of action accrued, excluding hardware, software, licenses, subscriptions, cloud consumption, vendor charges, taxes, freight, carrier fees, marketplace charges, and other pass-through or third-party costs. The foregoing limitations shall not apply to the extent that the claims are caused by a party’s willful or intentional misconduct, or gross negligence. Similarly, a party’s liability obligation shall be reduced to the extent that a claim is caused by, or the result of, the other party’s willful or intentional misconduct, or negligence.

6) INDEMNIFICATION.

a) Client Indemnification. Client agrees to indemnify, defend, and hold harmless BizCom, its affiliates, members, managers, officers, directors, employees, contractors, agents, successors, and assigns from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys’ fees, arising from or related to Client’s breach of this Agreement or any applicable SOW, Quote, order, renewal, invoice, standardized SOW

attachment, purchasing document, or other accepted purchasing document; Client's systems, data, content, users, employees, contractors, representatives, vendors, customers, business operations, business decisions, or instructions; Client's failure to follow BizCom's recommendations, controls, processes, standards, Minimum Requirements, risk acceptance requirements, or other guidance; Client's failure to maintain licensing, vendor support, manufacturer support, onsite support, backups, security controls, insurance, regulatory compliance, legal compliance, contractual compliance, or data governance; Client's misuse of Services or Third Party Products; Client's failure to provide accurate information, access, approvals, personnel, documentation, credentials, cooperation, or authorization; Client's engagement with replacement providers, vendors, insurers, auditors, regulators, legal counsel, or other third parties; and any claim by Client's customers, employees, contractors, vendors, insurers, regulators, replacement providers, or other third parties arising from or related to the foregoing.

b) BizCom Indemnification. BizCom agrees to indemnify, defend, and hold harmless Client from and against third-party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, to the extent finally determined to have been directly caused by BizCom's material breach of this Agreement, gross negligence, willful misconduct, or infringement of a third party's intellectual property rights by BizCom-owned materials provided to Client, excluding any claim arising from Third Party Products, Vendor Terms, Client materials, Client instructions, Client modifications, Client systems, Client data, Client's combination of BizCom materials with other products or services, or Client's use of the Services or deliverables outside the scope authorized by this Agreement or the applicable SOW as defined in Section 1(a)(3).

c) Indemnification Process and Defense Control. The indemnified party will provide the indemnifying party with reasonably prompt notice of any claim for which indemnification is sought; however, failure to provide prompt notice will relieve the indemnifying party of its obligations only to the extent the delay materially prejudices the defense. The indemnified party will have the right, but not the obligation, to control the intake, defense, strategy, negotiation, and disposition of any claim for which indemnity may be sought. The indemnifying party may participate in the defense through counsel of its choosing at its sole cost, but the indemnified party's counsel will be the ultimate determiner of defense strategy when the indemnified party elects to control the defense.

d) Settlement. No claim for which indemnification is sought may be settled without the indemnified party's prior written consent if the settlement admits fault, imposes non-monetary obligations, affects the indemnified party's rights, requires payment by the indemnified party, restricts the indemnified party's business operations, or does not provide a full release of the indemnified party. Any consent required under this section will not be unreasonably withheld, conditioned, or delayed.

7) TERM; TERMINATION.

This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each applicable SOW, Quote, order, renewal, subscription, standardized SOW attachment, purchasing document, or other accepted purchasing document may have its own term, renewal period, cancellation terms, expiration date, or vendor-backed commitment period. The termination of one SOW, Quote, order, renewal, subscription, or other accepted purchasing document will not, by itself, cause the termination of this Agreement or impact the status, term, payment obligations, vendor commitments, or

progress of any other SOW, Quote, order, renewal, subscription, purchasing document, or other accepted purchasing document between the parties.

a) Termination Without Cause. Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party may terminate this Agreement without cause if, on the date of termination, any SOW, Quote, order, renewal, subscription, standardized SOW attachment, purchasing document, or other accepted purchasing document is in progress or remains within its stated term or commitment period. In addition, no party may terminate any such document or the Services covered by it without cause prior to its natural expiration date or the end of its applicable term unless BizCom expressly consents or the applicable document permits earlier termination. If BizCom decides to cease providing a service to its customers generally, then BizCom may terminate the applicable Service or applicable portion of the Service without cause by providing no less than one hundred and twenty (120) days prior written notice to Client. If no SOW, Quote, order, renewal, subscription, purchasing document, or other accepted purchasing document is in progress, then either party may terminate this Agreement without cause by providing the other party with ten (10) days prior written notice.

b) Termination For Cause; Termination Fee.

1. **Termination for Cause.** In the event that one party commits a material breach under this Agreement or any applicable SOW, Quote, order, renewal, subscription, standardized SOW attachment, purchasing document, or other accepted purchasing document, the non-defaulting party will have the right, but not the obligation, to terminate this Agreement or the affected Services or applicable SOW for cause if the non-defaulting party has notified the defaulting party of the specific details of the breach in writing and the defaulting party has not cured the default within twenty (20) days, or ten (10) days for non-payment by Client, following receipt of written notice of breach.
2. **Termination Fee.** If BizCom terminates this Agreement, any Services, or any applicable SOW, Quote, order, renewal, subscription, standardized SOW attachment, purchasing document, or other accepted purchasing document for cause, or if Client terminates any such Services or applicable SOW without cause before the end of the applicable term, commitment period, renewal period, or contracted period, then BizCom shall be entitled to receive, and Client agrees to pay, a termination fee equal to all amounts that would have been paid to BizCom through the end of the applicable term, commitment period, renewal period, or contracted period, together with all accrued and unpaid fees, vendor commitments, subscriptions, licenses, cloud commitments, reserved capacity, hardware or software orders, renewal obligations, minimum commitments, discounted pricing commitments, pass-through costs, onboarding fees, project fees, transition fees, offboarding fees, and other amounts incurred, committed, ordered, activated, provisioned, or made available before termination (collectively, the "Termination Fee"). Unless otherwise agreed by BizCom, the Termination Fee shall be immediately due and payable as a lump sum upon invoice.
3. **Vendor Commitments and Transferability.** Termination of this Agreement, any Services, or any applicable SOW, Quote, order, renewal, subscription, standardized SOW attachment, purchasing document, or other accepted purchasing document will not relieve Client of payment obligations

that accrued before termination or payment obligations associated with vendor commitments, subscription terms, license terms, reserved capacity, hardware or software orders, cloud commitments, renewal obligations, minimum terms, discounted pricing, or other third-party obligations incurred, committed, ordered, activated, provisioned, or made available before termination. If a vendor-controlled product, subscription, license, cloud service, account, or service cannot be canceled, reduced, returned, refunded, transferred, or modified without charge, or if BizCom remains obligated to pay or recover amounts through the end of a committed term, those amounts may be included in the Termination Fee or otherwise invoiced to Client. If a vendor account, prepaid subscription, license, tenant, platform, or other vendor-controlled asset may be transferable, BizCom will use commercially reasonable efforts to assist with transfer if Client has paid all amounts due, funds applicable transition work, and the vendor permits transfer; however, BizCom does not guarantee that any vendor will allow transfer, direct assignment, administrative reassignment, credit, refund, or continued use by Client or a replacement provider.

c) Unacceptable Conduct Toward BizCom Personnel, Vendors, or Service Partners. Client agrees that Client and its personnel, contractors, representatives, agents, vendors, replacement providers, and other parties acting on Client's behalf will interact with BizCom personnel, contractors, vendors, service partners, and representatives in a professional and respectful manner. Abusive, hostile, threatening, harassing, discriminatory, demeaning, profane, aggressive, belligerent, intentionally disruptive, or otherwise unacceptable conduct toward BizCom personnel, contractors, vendors, service partners, or representatives is a material concern and may interfere with BizCom's ability to provide Services. If BizCom provides Client with one written corrective notice identifying unacceptable conduct and the conduct continues, recurs, escalates, or is not reasonably corrected, such conduct will constitute a material breach and grounds for termination for cause. Nothing in this section limits BizCom's right to immediately suspend or terminate affected Services, restrict communications, remove personnel from interactions, decline meetings, or take other protective steps without prior corrective notice if BizCom reasonably determines that the conduct presents a safety, security, personnel, vendor, data, system, operational, or service-integrity risk.

d) Client Activity, Risk, or Failure as a Basis for Termination or Scope Modification. BizCom may terminate this Agreement, terminate or suspend affected Services, modify service scope, exclude affected systems, users, locations, applications, vendors, devices, or risks from coverage, or reclassify related work as out-of-scope if Client's actions, omissions, systems, vendors, personnel, contractors, representatives, unsupported equipment, unsupported software, failure to maintain Minimum Requirements, failure to maintain manufacturer or vendor support, failure to follow BizCom recommendations, refusal to implement required controls or processes, failure to provide access or cooperation, nonpayment, security risk, unsafe condition, or other conduct not otherwise addressed in Section 7(c) makes BizCom's provision of Services impracticable, imprudent, insecure, unsafe, commercially unreasonable, or inconsistent with professional standards. BizCom may exercise these rights upon ten (10) days prior written notice where practicable, but BizCom may act sooner when reasonably necessary to protect security, data, personnel, systems, operations, vendor relationships, or service integrity.

e) Mutual Consent. Client and BizCom may mutually consent, in writing, to terminate this Agreement, any Services, or any applicable SOW, Quote, order, renewal, subscription, standardized SOW

attachment, purchasing document, or other accepted purchasing document at any time. Unless otherwise agreed in writing by BizCom, mutual termination will not waive amounts already accrued or amounts owed through the applicable term, commitment period, renewal period, contracted period, or vendor-backed obligation.

f) Transition; Offboarding; Deletion of Data. The following provisions describe the minimum requirements and limitations that apply to transition and offboarding work unless BizCom expressly agrees otherwise in the applicable SOW as defined in Section 1(a)(3).

1) Prepaid Offboarding. All transition and offboarding assistance is separately billable and must be prepaid unless expressly included in the applicable SOW as defined in Section 1(a)(3). BizCom is not obligated to provide transition services, data exports, administrative credential transfers, vendor coordination, consulting, documentation review, or other offboarding activities unless all undisputed invoices have been paid and Client has funded an estimated offboarding retainer in an amount determined by BizCom. When eighty percent (80%) of the retainer has been consumed, BizCom may require an additional retainer before continuing transition or offboarding work. BizCom may pause offboarding work until required prepayments, retainers, replenishments, and undisputed invoices are paid.

2) Approved Communication Channels. BizCom will work with Client's internal designated representative during offboarding. All offboarding communications, calls, transition meetings, credential transfer discussions, vendor transition discussions, third-party provider discussions, and related interactions must occur through BizCom-controlled Microsoft Teams meetings, BizCom's support ticketing system, or another communication method expressly approved by BizCom in writing. Recording and transcription are the standard for offboarding meetings and may be required by BizCom as a condition of participation. BizCom may decline to participate in, or may suspend, any offboarding interaction that is not conducted through an approved BizCom-controlled channel or that is not recorded and transcribed when required by BizCom.

3) Client Responsibilities. Client is responsible for designating an internal transition representative, participating in all required offboarding interactions, providing complete and accurate instructions, authorizing credential transfers, determining who receives access, confirming custody and acceptance of transferred items, coordinating the conduct and readiness of any replacement provider, funding all transition work, maintaining licenses, vendor accounts, tenants, domains, backups, insurance, and continuity during transition, and validating that Client or its replacement provider is prepared to assume responsibility for the affected systems, services, accounts, data, licenses, tenants, domains, subscriptions, vendor accounts, and other assets.

4) Replacement Provider Participation. If Client requests that a third-party provider participate in transition activities, the third-party provider acts solely on behalf of Client. BizCom owes no duty to the replacement provider and may refuse to accept instructions from the replacement provider unless confirmed by Client's designated representative. Client remains responsible for custody, authorization, direction, transfer decisions, and the acts, omissions, delays, errors, requests, scope expansion, misuse of information, or failure of any replacement provider. BizCom will not treat the replacement provider as the owner or custodian of Client systems, data, credentials, tenants, domains, licenses, accounts, prepaid subscriptions, vendor accounts, or other vendor-controlled assets unless Client's designated

representative authorizes the transfer. Client's designated representative must participate in every transition interaction involving a third-party provider, vendor, or replacement service provider.

5) Acknowledgment and Custody. Upon completion of the transition activities that BizCom has agreed to perform, Client must provide written acknowledgment that BizCom has made available or transferred the applicable information, access, credentials, data, documentation, vendor account information, or other transition materials within BizCom's possession or control and within the paid scope of offboarding. If Client fails or refuses to provide such acknowledgment within five (5) business days after BizCom requests it, Client will be deemed to have acknowledged completion and accepted custody of the items made available or transferred. Once credentials, access, data, documentation, administrative control, or vendor-related information are transferred or made available to Client or to a third party at Client's direction, Client assumes sole responsibility for custody, security, validation, preservation, use, further transfer, and ongoing administration of those items.

6) Protective Offboarding Package. If Client fails, delays, refuses, or does not reasonably cooperate with offboarding, refuses to designate or make available an internal transition representative, refuses to participate in required recorded and transcribed BizCom-controlled interactions, refuses to fund required offboarding work, refuses to provide authorization, or otherwise prevents BizCom from completing transition activities, BizCom may create a protective offboarding package ("Protective Offboarding Package") consisting of credentials, administrative information, documentation, exports, instructions, vendor account information, or other transition materials that BizCom determines, in its discretion, are reasonably available, appropriate, within BizCom's possession or control, and safe, lawful, and permissible to release. BizCom may compile, encrypt, hold, escrow, deliver, or make available the Protective Offboarding Package using a commercially reasonable method selected by BizCom, subject to payment of all required amounts, identity verification, authorization, security requirements, access controls, time-limited access, revocable access, access or download logs, vendor restrictions, and Client's written or deemed acknowledgment of receipt and custody.

7) Effect of Access; Further Assistance. Accessing, downloading, receiving, or making available the Protective Offboarding Package will be deemed reasonable transition assistance and will transfer custody and responsibility for the provided materials to Client. The Protective Offboarding Package is not a representation that all information, credentials, documentation, configurations, logs, records, exports, vendor materials, or transition materials exist, are complete, are current, are sufficient, or are usable for Client's intended transition. After Services have terminated or after the Protective Offboarding Package has been made available, any questions, support, explanation, troubleshooting, vendor coordination, transition assistance, credential assistance, administrative assistance, or consulting requested by Client, a replacement provider, vendor, or other third party will require a new SOW, Quote, prepaid retainer, or other accepted purchasing document, and BizCom has no obligation to respond to such requests until the new engagement is accepted and funded.

8) Excluded Work and Transition Limitations. For clarity, Client owns Client data, Client credentials, Client-owned licenses, Client-owned domains, and Client-owned cloud tenants. BizCom retains ownership of its methodologies, templates, procedures, scripts, automations, playbooks, standards, internal documentation, and intellectual property. Unless separately contracted and prepaid, BizCom is not obligated to provide emergency, same-day, after-hours, weekend, or accelerated offboarding; repair systems; update documentation; normalize configurations; remediate deficiencies; train replacement vendors; provide consulting beyond reasonable transition assistance; create new documentation;

recreate missing or historical information; or guarantee a successful transition. BizCom does not guarantee that all documentation, historical configuration data, logs, exports, vendor records, credentials, or system information exists, is complete, or is available. BizCom is not responsible for the acts or omissions of replacement providers, vendors, Client personnel, or other third parties involved in transition.

9) BizCom-Created Materials; Data Retention and Deletion. Unless otherwise expressly stated in the applicable SOW as defined in Section 1(a)(3), all software, code, algorithms, and software configurations that BizCom creates or programs for Client are BizCom's proprietary information and owned by BizCom. Upon termination of the applicable Services or applicable SOW as defined in Section 1(a)(3), Client's license to use those works immediately terminates. Unless otherwise expressly stated in the applicable SOW as defined in Section 1(a)(3), BizCom will have no obligation to store or maintain any Client data in its possession or control beyond fifteen (15) calendar days following termination of this Agreement, the applicable Services, or the applicable SOW as defined in Section 1(a)(3), except that BizCom may retain records reasonably needed for billing, legal, cybersecurity, audit, compliance, dispute, or business record purposes. BizCom will be held harmless for any claims, costs, fees, or expenses arising from deletion of Client data beyond the periods described in this paragraph.

8) RESPONSE; REPORTING.

a) Response Commitments Apply Only If Expressly Stated. Response time commitments, monitoring obligations, alert review, incident response, reporting, service level commitments, help desk obligations, ongoing support obligations, and similar operational obligations apply only to the extent expressly stated in the applicable SOW as defined in Section 1(a)(3). BizCom will use commercially reasonable efforts to provide the Services expressly identified in the applicable SOW. If no response time, service level, reporting obligation, monitoring obligation, alert review obligation, or support obligation is expressly stated in the applicable SOW, then no such obligation or guarantee will apply.

b) Response Time Is Not Resolution Time. Unless expressly stated otherwise in the applicable SOW as defined in Section 1(a)(3), a response time means BizCom's initial response, acknowledgment, triage, or other first action, and does not mean resolution, restoration, repair, completion, recovery, or closure. Resolution depends on many factors outside BizCom's control, including Client access, Client cooperation, vendor response, third-party systems, equipment condition, licensing, parts availability, manufacturer support, connectivity, user availability, security conditions, and the nature and severity of the issue.

c) Service Hours; 24x7x365 Services. Unless otherwise stated in the applicable SOW as defined in Section 1(a)(3), Services are provided during BizCom's standard business hours. Some Services may include 24x7x365 help desk, monitoring, alert response, incident response, or after-hours support, but only if expressly included in the applicable SOW. Response windows, if any, are measured only during the service hours applicable to the relevant Service unless the applicable SOW expressly states otherwise.

d) Scheduled Maintenance and Emergency Maintenance. BizCom may perform scheduled maintenance, emergency maintenance, security-related maintenance, vendor-required maintenance, or other adjustments to the Environment or affected Services as BizCom reasonably determines necessary or appropriate. BizCom will use commercially reasonable efforts to provide advance notice

of scheduled maintenance when practical. Emergency, security-related, vendor-required, or urgent maintenance may occur without advance notice where BizCom reasonably determines that action is necessary to protect systems, data, security, operations, vendor relationships, or service integrity. Vendor maintenance windows, outages, updates, and service changes may be outside BizCom's control.

e) Client-Side Downtime. BizCom will not be responsible for delays, deficiencies, failures, outages, loss of access, degraded performance, missed response commitments, or inability to provide Services caused by Client actions or omissions, unavailable access, unavailable personnel, missing documentation, insufficient permissions, unsupported equipment, unsupported software, failure to maintain licensing or support, failure to maintain manufacturer or vendor support, refusal or delay in approving recommended work, refusal to follow BizCom recommendations or processes, unauthorized changes, unknown devices, user error, Client vendors, replacement providers, power or facility conditions, internet or carrier issues under Client control, security incidents caused by Client's environment or users, or other Client-side conditions ("Client-Side Downtime").

f) Vendor-Side Downtime. BizCom will not be responsible for delays, deficiencies, failures, outages, loss of access, degraded performance, missed response commitments, or inability to provide Services caused by third-party providers, vendors, upstream service providers, software publishers, cloud providers, SaaS providers, carriers, domain registrars, marketplace providers, hosting providers, manufacturers, distributors, line-of-business application providers, licensors, or other third parties ("Vendor-Side Downtime"). Vendor-Side Downtime includes vendor outages, vendor maintenance, vendor policy changes, vendor support limitations, vendor delays, vendor account restrictions, vendor licensing changes, vendor security events, vendor end-of-life decisions, vendor feature changes, and similar vendor-controlled events or limitations.

g) Credits; Exclusive Remedy. Service credits, fee credits, or other remedies for missed response commitments, service levels, outages, downtime, or performance issues apply only if expressly stated in the applicable SOW as defined in Section 1(a)(3). No credit will apply unless Client requests the credit in writing within the time period stated in the applicable SOW, or if no time period is stated, within forty-five (45) days after the event giving rise to the request. Any approved credit will be Client's sole and exclusive remedy for the applicable missed commitment and will not exceed the fees paid for the affected Service during the affected period. No credit will apply to Client-Side Downtime, Vendor-Side Downtime, force majeure events, transition periods, onboarding, discovery, assessment, implementation, remediation, offboarding, termination, security-related suspension, scheduled maintenance, emergency maintenance, vendor maintenance, unauthorized changes, unavailable access, unavailable personnel, Client delay, or any event outside BizCom's reasonable control.

h) Transition Exception. Response time commitments, service level commitments, monitoring obligations, reporting obligations, and similar commitments do not apply during onboarding, transition, discovery, assessment, audit, implementation, remediation, service commencement, material scope change, offboarding, termination, vendor transition, replacement-provider transition, or any period in which BizCom is waiting for Client access, Client authorization, Client information, Client approval, Client personnel, vendor action, third-party action, or required funding. Client acknowledges that unanticipated downtime, delays, limited visibility, incomplete information, undocumented conditions, unsupported configurations, or degraded service may occur during those periods.

9) CONFIDENTIALITY.

a) Definition. “Confidential Information” means any non-public business, technical, operational, financial, security, legal, regulatory, customer, employee, vendor, system, account, credential, architecture, documentation, report, assessment, pricing, contract, proposal, SOW, Quote, workflow, process, method, template, playbook, automation, script, configuration, log, data export, incident, vulnerability, or other information disclosed by or on behalf of one party to the other, whether disclosed orally, visually, electronically, physically, through access to systems or environments, or otherwise, that should reasonably be understood to be confidential given the nature of the information or the circumstances of disclosure. Confidential Information includes Client data and Client non-public information, and also includes BizCom’s non-public pricing, vendor information, methodologies, templates, procedures, scripts, automations, playbooks, standards, internal documentation, service methods, security processes, recommendations, reports, assessments, and proprietary materials.

b) Mutual Confidentiality Obligations. Each party agrees to protect the other party’s Confidential Information and to use the other party’s Confidential Information only as permitted by this Agreement, the applicable SOW, Quote, standardized SOW attachment, order, or other accepted purchasing document, or as otherwise authorized by the disclosing party. Neither party will disclose the other party’s Confidential Information to any third party except as permitted under this Agreement or as required by law.

c) Permitted Use and Disclosure. BizCom may use and disclose Client Confidential Information as reasonably necessary to provide the Services, administer the relationship, perform billing and collections, coordinate with vendors, distributors, carriers, cloud providers, marketplace providers, software publishers, subcontractors, consultants, legal counsel, accountants, insurers, auditors, security providers, and other service providers, comply with applicable law, protect systems, investigate security or operational issues, support dispute resolution, or exercise BizCom’s rights under this Agreement. Each party may disclose Confidential Information to its employees, contractors, advisors, auditors, insurers, attorneys, accountants, and service providers who have a legitimate need to know and are subject to confidentiality obligations or professional duties of confidentiality. BizCom may disclose Client Confidential Information to replacement providers, vendors, or other third parties only when authorized by Client or as otherwise permitted by this Agreement.

d) Standard of Care. Each party will use commercially reasonable care to protect the other party’s Confidential Information from unauthorized use or disclosure. BizCom will protect Client Confidential Information using at least the same degree of care that BizCom uses to protect its own confidential and proprietary information of similar sensitivity, but in no event less than commercially reasonable care.

e) Exclusions. Confidential Information does not include information that the receiving party can demonstrate: is or becomes publicly available through no breach of this Agreement; was lawfully known by the receiving party before disclosure; is lawfully received from a third party without breach of an obligation of confidentiality; is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; or is approved for disclosure by the disclosing party.

f) Compelled Disclosure. If a receiving party is required by subpoena, court order, regulatory demand, government request, civil investigative demand, discovery request, or similar legal process to disclose Confidential Information, the receiving party may disclose only the portion of Confidential Information that it is legally required to disclose. To the extent legally permitted and reasonably practicable, the receiving party will provide reasonable notice to the disclosing party before disclosure so that the disclosing party may object, move to quash, seek a protective order, request confidential treatment, narrow the request, or pursue another appropriate remedy. The receiving party will use commercially reasonable efforts, at the disclosing party's expense, to cooperate with such efforts. If notice is prohibited by law, court order, or the applicable legal process, the receiving party may disclose the legally required information without prior notice.

g) Retention. Nothing in this section requires BizCom to return, destroy, or delete records that BizCom is permitted or required to retain for billing, legal, cybersecurity, audit, compliance, dispute, business record, insurance, tax, regulatory, backup, archival, or operational purposes. Any retained Confidential Information will remain subject to the confidentiality obligations of this Agreement for so long as BizCom retains it.

h) Business Associate and Privacy Agreements. If the parties enter into a business associate agreement, data processing agreement, privacy addendum, security addendum, or similar agreement related to protected health information, personal information, regulated data, or other protected data, then that agreement will be read together with this Agreement. If there is a conflict between this section and such agreement, the terms that are more specific to privacy, security, confidentiality, or protected data, or that impose the higher level of protection, will govern with respect to the applicable protected information.

10) ADDITIONAL TERMS; THIRD PARTY SERVICES.

a) Compliance Assistance. Unless otherwise expressly stated in the applicable SOW as defined in Section 1(a)(3), the Services are not intended to bring Client into full compliance with any legal, regulatory, contractual, insurance, audit, industry, security, privacy, or other requirement applicable to Client's business or operations. Depending on the Services provided, BizCom may assist Client's compliance efforts by providing technology, advisory, assessment, reporting, implementation, documentation, or support-related assistance; however, such Services are not a complete compliance solution and are not a substitute for legal counsel, compliance advisors, auditors, insurers, or other qualified professionals. Client remains solely responsible for determining, interpreting, validating, and satisfying its compliance obligations.

b) Third-Party and Vendor Terms Incorporated by Reference. Portions of the Services and all Third Party Products may be governed by third-party terms, including end user license agreements, acceptable use policies, service descriptions, data processing terms, privacy terms, support policies, service level terms, subscription terms, renewal terms, cancellation terms, professional services terms, marketplace terms, cloud terms, security terms, and usage limitations ("Vendor Terms"). Client agrees to comply with and be bound by all applicable Vendor Terms published, issued, or made available by the applicable vendor, publisher, provider, carrier, distributor, marketplace, or other third party. Vendor Terms are incorporated by reference into this Agreement and the applicable SOW, Quote, standardized SOW attachment, order, renewal, subscription, purchasing document, or other accepted purchasing

document to the extent they apply to the Services or Third Party Products being provided. BizCom may maintain a separate webpage, document, or other written resource identifying links to common Vendor Terms as a convenience or guide, but Vendor Terms are controlled by the applicable vendor and may move, change, be replaced, or be updated without BizCom's control. Client remains responsible for reviewing and complying with the applicable Vendor Terms made available by the vendor. If acceptance of Vendor Terms is required to provide the Services or Third Party Products, Client authorizes BizCom to accept those Vendor Terms on Client's behalf. If Vendor Terms conflict with this Agreement, the Vendor Terms will control only with respect to the applicable vendor-controlled product or service. Client will look solely to the applicable vendor for enforcement of vendor warranties, service levels, credits, support obligations, or other vendor commitments. BizCom is not responsible for vendor changes, outages, price changes, licensing changes, support changes, end-of-life decisions, feature changes, data practices, security obligations, policy changes, or changes to Vendor Terms or vendor web addresses. If a vendor change materially affects BizCom's ability to provide Services, BizCom may modify scope, pricing, or service availability, or terminate the affected Service.

c) Third Party Services. Portions of the Services may be acquired from, provided through, or dependent upon third-party manufacturers, publishers, distributors, cloud providers, carriers, marketplace providers, hosting providers, security providers, backup providers, domain registrars, line-of-business software vendors, and other upstream providers ("Third Party Services"). Not all Third Party Services may be expressly identified in the applicable SOW, Quote, standardized SOW attachment, order, or other accepted purchasing document, and BizCom may utilize or change third-party providers in its discretion as long as the change does not materially diminish Services expressly required under the applicable document. Client acknowledges that Third Party Services are subject to applicable Vendor Terms and may involve shared or layered responsibilities among Client, BizCom, and one or more upstream providers. BizCom will not be responsible, and will be held harmless by Client, for any failure, delay, outage, limitation, policy change, support issue, feature change, end-of-life decision, licensing change, data practice, security obligation, or other act or omission of any third-party provider.

d) Data Loss; Backup and Recovery. Backup, recovery, data retention, disaster recovery, business continuity, storage management, replication, archiving, and related data protection services are provided only to the extent expressly included in the applicable SOW as defined in Section 1(a)(3). Unless expressly stated in the applicable SOW, BizCom does not warrant or guarantee that any storage device, backup system, backup process, recovery process, replication process, retention setting, load balancing function, archive, or related functionality will operate without error, will capture all data, will retain data for any particular period, or will allow successful restoration. BizCom will not be responsible for data that is lost, corrupted, deleted, encrypted, rendered unreadable, unavailable, or unrecoverable due to communication or transmission errors, equipment failure, silent hardware corruption, vendor or cloud provider issues, Client actions or omissions, unsupported systems, unknown or unmanaged devices, excluded systems, locations or data sources not expressly included in scope, security incidents, user error, or any failure to back up, secure, retain, or recover data that was not expressly included in the applicable scope. Client remains responsible for validating its backup, recovery, retention, disaster recovery, business continuity, regulatory, insurance, and operational requirements unless BizCom expressly assumes specific responsibilities in the applicable SOW.

e) BYOD, Personal Devices, Unmanaged Devices, and Unknown Devices. Client represents and warrants that BizCom is authorized to access and interact with all devices, peripherals, endpoints,

mobile devices, computers, servers, virtual devices, tablets, smartphones, contractor devices, personally owned devices, and similar assets connected to, used with, or granted access to the Environment to the extent required to provide the applicable Services. Unless otherwise expressly stated in the applicable SOW as defined in Section 1(a)(3), devices that are detached from, outside, unenrolled in, unmanaged by, unknown to, or not expressly covered by BizCom's management, monitoring, security, endpoint protection, mobile device management, or support tools will not receive or benefit from the Services. Client is strongly advised not to connect or permit unknown, unmanaged, unsupported, personal, contractor, or otherwise uncovered devices to access the Environment. BizCom will not be responsible for diagnosing, remediating, supporting, securing, monitoring, managing, or responding to issues caused by or involving such devices unless expressly included in the applicable SOW.

f) BizCom Equipment. Unless otherwise expressly stated in the applicable SOW as defined in Section 1(a)(3), all equipment, software, appliances, tools, agents, devices, hardware, configurations, subscriptions, or other items supplied, licensed, installed, loaned, or made available by BizCom for use by Client or in the Environment ("BizCom Equipment") remain owned, leased, licensed, or controlled by BizCom and are provided for Client's limited use only. Client will protect BizCom Equipment from loss, damage, misuse, unauthorized access, modification, tampering, removal, disabling, circumvention, reverse engineering, or unauthorized transfer. Client may not remove, modify, disable, circumvent, copy, reverse engineer, or interfere with BizCom Equipment or configurations without BizCom's prior written consent. Upon expiration or termination of the applicable Services or applicable SOW, Client's right to use BizCom Equipment immediately terminates, and Client must promptly return, provide access to, or allow removal of BizCom Equipment at Client's expense. Missing, damaged, inaccessible, modified, disabled, or unreturned BizCom Equipment may be invoiced to Client at replacement value, together with related labor, shipping, handling, recovery, and administrative costs. Termination, offboarding, or transition does not transfer ownership of BizCom Equipment or BizCom configurations to Client or any replacement provider.

g) Cloud and SaaS Services. Client acknowledges that cloud, hosted, SaaS, subscription-based, marketplace, and platform services operate under shared and layered responsibility models involving Client, BizCom, vendors, cloud providers, software publishers, marketplace providers, carriers, and other upstream providers. BizCom's responsibilities for any cloud or SaaS service are limited to the responsibilities expressly assigned to BizCom in the applicable SOW as defined in Section 1(a)(3). Unless expressly stated in the applicable SOW, Client remains responsible for tenant ownership, account ownership, user administration, license administration, compliance configuration, retention settings, business process controls, application management, data classification, information governance, access decisions, marketplace applications, vendor policy changes, and validating that all cloud and SaaS services meet Client's operational, regulatory, insurance, contractual, security, and business requirements.

h) Automation and Artificial Intelligence. BizCom may utilize automation tools, machine learning systems, artificial intelligence systems, scripts, workflows, analytics tools, and similar technologies in the delivery of Services. Client acknowledges that such technologies may generate inaccurate, incomplete, outdated, biased, or unexpected results, that outputs generated by such technologies are tools to assist human review and decision making, and that BizCom does not guarantee the accuracy, completeness, suitability, or legal, regulatory, operational, financial, or business sufficiency of such

outputs. Client remains solely responsible for independently reviewing, validating, and approving any business, legal, compliance, operational, financial, regulatory, security, or governance decision made based upon or assisted by such outputs.

i) Insurance and Underwriting Requirements. BizCom does not represent or warrant that any Service, Third Party Product, recommendation, configuration, report, assessment, security control, technology solution, cloud service, SaaS service, policy, process, or other item satisfies cyber insurance requirements, underwriting requirements, regulatory requirements, contractual requirements, audit requirements, industry requirements, security requirements, or legal obligations. Client remains solely responsible for validating compliance with such requirements through its insurers, legal counsel, compliance advisors, auditors, regulators, and other qualified professionals.

If Client requests that BizCom provide information, records, reports, statements, attestations, explanations, or other assistance to or for an insurer, broker, claims adjuster, underwriter, auditor, attorney, regulator, investigator, or similar party, BizCom will provide only information that BizCom believes in good faith to be accurate and not misleading based on BizCom's records and knowledge at the time. BizCom will not certify, backdate, conceal, alter, embellish, or misrepresent Client's security controls, services, configurations, compliance posture, incidents, remediation status, timelines, recommendations, risk acceptance decisions, or whether Client implemented or maintained any requirement, control, process, or condition. Client remains solely responsible for the content, accuracy, completeness, and consistency of any insurance application, renewal, questionnaire, claim submission, representation, warranty, attestation, or statement made by or on behalf of Client.

Client is responsible for providing BizCom with complete, current copies of any applicable insurance declarations pages, policies, endorsements, underwriting requirements, security requirements, applications, questionnaires, warranties, exclusions, conditions, cyber liability policies, technology or professional liability requirements, crime policies, and other insurance-related requirements that Client expects BizCom to consider in connection with the Services. Unless Client provides such materials to BizCom in writing and the applicable SOW as defined in Section 1(a)(3) expressly states that BizCom has agreed to perform specific Services related to those requirements, BizCom has no obligation to request, review, interpret, monitor, validate, track, satisfy, or advise Client regarding such requirements.

11) CYBERSECURITY; NO GUARANTEE; CLIENT SECURITY OBLIGATIONS.

Client understands and agrees that cybersecurity is a shared responsibility and that no security solution, tool, monitoring service, configuration, process, assessment, recommendation, control, or service is one hundred percent effective. BizCom does not warrant or guarantee that malware, ransomware, phishing, business email compromise, unauthorized access, data loss, insider threats, credential misuse, cloud misconfiguration, vendor compromise, software vulnerability, or other malicious or accidental activity will be detected, prevented, contained, removed, investigated, remediated, or recovered from, or that affected data will be recoverable.

The purchase of general IT services, product resale, licensing, cloud services, consulting, project services, help desk services, advisory services, assessments, or other limited services does not, by itself, create cybersecurity monitoring, security operations, incident response, forensic, compliance,

backup, disaster recovery, business continuity, insurance-support, regulatory-support, or recovery obligations. Unless expressly stated in the applicable SOW as defined in Section 1(a)(3), BizCom is not responsible for providing cybersecurity monitoring, SOC, SIEM, EDR, MDR, XDR, vulnerability management, patch management, threat hunting, incident response, forensic services, log review, security awareness training, backup verification, disaster recovery, business continuity, security operations, compliance operations, insurance support, regulatory support, crisis support, restoration, or recovery services.

Client is responsible for maintaining appropriate security governance, access controls, multi-factor authentication, employee training, cyber insurance, backups, policies, incident reporting processes, vendor governance, business continuity plans, disaster recovery plans, regulatory compliance processes, and risk acceptance decisions. Client is also responsible for approving, funding, implementing, maintaining, and validating any security controls, recommendations, minimum requirements, remediation activities, or risk decisions that are not expressly assigned to BizCom in the applicable SOW as defined in Section 1(a)(3).

Client acknowledges that cybersecurity threats, technology standards, compliance expectations, vendor requirements, insurance requirements, regulatory requirements, industry practices, and defense-in-depth practices change over time. Services, controls, configurations, tools, policies, or recommendations that were reasonable or appropriate at one point in time may later require updates, replacements, additional services, new tools, revised configurations, expanded scope, or additional fees. Unless expressly included in the applicable SOW as defined in Section 1(a)(3), BizCom is not responsible for proactively updating, expanding, replacing, or supplementing Client's services, tools, controls, configurations, policies, or compliance posture to meet future threats, standards, guidance, insurer requirements, regulatory expectations, contractual requirements, or defense-in-depth practices.

Client must promptly notify BizCom of any suspected or confirmed cybersecurity incident, compromise, unauthorized access, data loss, regulatory inquiry, insurance inquiry, law enforcement inquiry, vendor security notice, or other event that may affect the Services, the Environment, or BizCom's ability to provide Services. Client is responsible for preserving relevant evidence, systems, logs, email evidence, credentials, backups, audit trails, communications, forensic artifacts, and other information unless BizCom is separately engaged and funded to assist with preservation or incident response. BizCom is not responsible for losses, delays, incomplete response, increased recovery costs, degraded outcomes, spoliation, loss of evidence, or other impacts caused by Client's delayed notice, failure to preserve relevant materials, or failure to involve appropriate legal, insurance, forensic, or security professionals.

Unless expressly included in the applicable SOW as defined in Section 1(a)(3), incident response, forensic support, recovery work, legal support, insurance support, regulatory support, crisis support, restoration services, communications support, or post-incident remediation are out of scope and separately billable. As described in Section 5, unless an incident is caused by BizCom's intentionally malicious behavior or gross negligence, BizCom shall be held harmless from costs, expenses, damages, losses, claims, fines, penalties, liabilities, increased recovery costs, business interruption, reputational harm, or other impacts arising from or related to cybersecurity incidents or related events.

12) OWNERSHIP.

a) Retained Ownership. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights, trade secrets, know-how, confidential information, proprietary information, methodologies, business processes, trade practices, and other intellectual property owned, licensed, developed, or controlled by that party before or outside the scope of this Agreement (“Intellectual Property”). Nothing in this Agreement, any SOW, Quote, order, renewal, subscription, standardized SOW attachment, purchasing document, or other accepted purchasing document conveys or grants ownership rights, title, goodwill, or other ownership interest in one party’s Intellectual Property to the other party unless expressly stated in a written assignment signed by the owner of that Intellectual Property.

b) Client Property. As between the parties, Client owns Client data, Client-provided materials, Client credentials, Client-owned licenses, Client-owned domains, Client-owned cloud tenants, Client-owned content, and Client-owned business records, subject to any applicable Vendor Terms, third-party rights, licensing restrictions, and BizCom’s rights under this Agreement. Client is responsible for the accuracy, legality, completeness, quality, retention, use, governance, and authorized transfer of Client property.

c) BizCom Materials and Trade Practices. BizCom owns and retains all rights in and to BizCom’s methodologies, templates, procedures, scripts, automations, playbooks, standards, internal documentation, service methods, security processes, assessment methods, project methods, advisory frameworks, workflows, checklists, calculators, models, dashboards, configurations, code, algorithms, monitoring logic, response procedures, business processes, trade practices, know-how, tools, software, documentation formats, report formats, and other reusable or proprietary materials, whether created before, during, or after the provision of Services (“BizCom Materials”). BizCom Materials do not transfer to Client, a replacement provider, or any third party by virtue of providing Services, issuing a deliverable, configuring a system, performing support, conducting onboarding, conducting offboarding, transferring access, or otherwise performing under this Agreement.

d) Deliverables; Limited Client Use. If BizCom provides reports, assessments, roadmaps, recommendations, diagrams, documentation, configurations, implementation materials, scripts, automations, dashboards, workpapers, plans, or other deliverables to Client, Client may use those deliverables solely for Client’s internal business purposes and only in connection with the Services for which they were provided. Unless expressly stated in the applicable SOW, Quote, standardized SOW attachment, order, or other accepted purchasing document, Client receives no ownership interest in BizCom Materials embedded in, underlying, reflected in, or used to create any deliverable. Client may not resell, publish, distribute, commercialize, sublicense, disclose to competitors, reverse engineer, copy for use outside Client’s internal business, or provide BizCom Materials or deliverables to another service provider except as reasonably necessary for Client’s internal use and subject to this Agreement’s confidentiality and ownership restrictions.

e) Third Party Products and Vendor Terms. Third Party Products are licensed, subscribed to, or provided subject to applicable Vendor Terms and third-party ownership rights. Third Party Products are not sold by BizCom unless expressly stated by the applicable vendor and the applicable purchasing document. Client’s use of Third Party Products is limited to the rights granted by the applicable vendor and the applicable SOW, Quote, order, renewal, subscription, or other accepted purchasing document.

BizCom makes no ownership transfer, warranty, or representation regarding third-party intellectual property except to the extent expressly stated in this Agreement.

f) Feedback. If Client provides BizCom with comments, suggestions, ideas, enhancement requests, recommendations, corrections, observations, or other feedback regarding BizCom's Services, processes, deliverables, tools, methods, software, automations, templates, reports, or business practices, BizCom may use, incorporate, modify, commercialize, and otherwise exploit such feedback without restriction, obligation, attribution, or compensation to Client, provided BizCom does not disclose Client Confidential Information in violation of this Agreement.

g) No Transfer Through Support, Transition, or Offboarding. No support activity, configuration activity, implementation activity, advisory service, documentation delivery, credential transfer, administrative access transfer, transition assistance, offboarding activity, Protective Offboarding Package, vendor transfer, or other act undertaken by BizCom will transfer ownership of BizCom Materials, BizCom trade practices, BizCom configurations, BizCom tools, BizCom internal documentation, BizCom methodologies, or BizCom Intellectual Property to Client, a replacement provider, vendor, or any third party. Any continued use of BizCom Materials after termination is permitted only to the limited extent expressly authorized in the applicable SOW, Quote, standardized SOW attachment, order, or other accepted purchasing document or required by applicable law.

13) ARBITRATION.

a) Arbitration Requirement. Except for the court actions and other exceptions described in Section 13(b), any dispute, claim, or controversy arising from or related to this Agreement, the Services, or the parties' business relationship, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved by binding arbitration before one neutral arbitrator.

b) Exceptions. Notwithstanding the foregoing, BizCom may bring an action in court for undisputed collections, recovery of fees, injunctive relief, equitable relief, protection of Confidential Information, protection or enforcement of Intellectual Property, ownership restrictions, restrictive covenants, non-solicitation obligations, unauthorized use or disclosure of BizCom Materials, emergency relief, temporary restraining orders, preliminary injunctions, or any other relief that reasonably requires immediate or court-ordered action. The pursuit of such relief will not waive either party's right to arbitrate other arbitrable claims.

c) Forum; Location; Remote Proceedings. The arbitration shall be administered by the American Arbitration Association ("AAA") under its commercial arbitration rules, unless AAA is unavailable, impractical, or declines administration, in which case BizCom may designate a comparable arbitration forum. The arbitration shall be conducted in Wake County, North Carolina, unless BizCom agrees to a different location or elects remote or video proceedings. The arbitrator may permit hearings, conferences, testimony, and submissions by video conference, telephone, or other remote means.

d) Arbitrator; Rules; Discovery. The arbitrator shall be experienced in contract, intellectual property, technology, and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) business days after a demand for arbitration is filed, the arbitration forum shall appoint the arbitrator. The arbitrator shall determine the scope of discovery, but discovery shall be limited to the

specific issues in dispute and tailored to avoid unnecessary burden, expense, or disclosure of confidential, proprietary, or security-sensitive information.

e) Fees, Costs, and Attorneys' Fees. Initially, arbitration filing fees, forum fees, and arbitrator fees shall be allocated as required by the applicable arbitration rules, unless the arbitrator determines otherwise. Each party will initially pay its own attorneys' fees and costs; however, the prevailing party in arbitration or in any permitted court action shall be entitled to recover its reasonable attorneys' fees, costs, expert fees, and expenses to the extent permitted by law and the applicable rules.

f) Confidentiality of Proceedings. The arbitration, filings, evidence, testimony, submissions, orders, and award shall be treated as confidential to the fullest extent permitted by law, except to the extent disclosure is necessary to enforce or challenge an award, seek permitted court relief, comply with law, respond to legal process, communicate with insurers, auditors, attorneys, accountants, or professional advisors, or protect Confidential Information, Intellectual Property, systems, security, or legal rights.

14) MISCELLANEOUS.

a) Disclosure. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services or the results thereof, to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law, including but not limited to HIPAA, GDPR, VDBR, CCPA, LGDP, IPDP, or similar laws, then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.

b) Assignment; Successors. Neither this Agreement nor any applicable SOW as defined in Section 1(a)(3) may be assigned or transferred by Client without BizCom's prior written consent. This Agreement and all applicable SOWs will be binding upon and enforceable against each party and its permitted successors and assigns. If Client is acquired, merged, consolidated, reorganized, sold, transfers substantially all of its assets, changes control, or otherwise becomes part of a successor entity, the successor entity will remain responsible for Client's obligations under this Agreement and all applicable SOWs, including all payment obligations, term commitments, vendor-backed commitments, renewal obligations, pass-through obligations, confidentiality obligations, offboarding obligations, and obligations that survive termination. Client must provide prompt written notice of any such transaction. BizCom may require reasonable evidence that the successor is capable of fulfilling Client's duties and obligations, including financial obligations, under this Agreement and applicable SOWs.

c) Amendments; Future SOWs. This Agreement is BizCom's standard master services agreement and is not intended to be directly modified by Client purchase orders, procurement portal terms, invoice notes, emails, oral statements, or similar communications. Any client-specific modification, exception, supplement, or special term must be made through an applicable SOW or written SOW amendment that originates from BizCom, specifically identifies the provision being modified or supplemented, and is accepted in writing or electronically by an Authorized Contact and BizCom. No amendment, exception, waiver, or modification will be valid unless it satisfies this section and the order-of-precedence requirements in Section 1(b). BizCom may update its standard master services agreement from time to

time, and any updated version may apply prospectively to new Services, new Quotes, renewals, subscriptions, added services, changed services, expanded scope, or other future applicable SOWs accepted after the updated version is referenced or incorporated. Unless expressly accepted through a new or modified applicable SOW, an updated MSA will not retroactively modify then-existing Services during their current contracted term.

d) Time Limitations. The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement, any applicable SOW as defined in Section 1(a)(3), or the Services, except for issues of nonpayment by Client, must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

e) Severability. If any provision in this Agreement or any applicable SOW as defined in Section 1(a)(3) is declared invalid by a court of competent jurisdiction, that provision will be ineffective only to the extent that the court declares it invalid or unenforceable, and the remainder of that provision and all remaining provisions of this Agreement and any applicable SOW will be valid and enforceable to the fullest extent permitted by applicable law.

f) Collections. If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.

g) Entire Agreement; Incorporation by Reference. This Agreement, together with all applicable SOWs as defined in Section 1(a)(3), sets forth the entire understanding of the parties related to the Services and supersedes all prior agreements, arrangements, understandings, proposals, discussions, or communications related to the Services, except for amounts owed to BizCom before the Effective Date, which remain due and payable under the agreement or arrangement under which they accrued. Client acknowledges that the MSA may be incorporated by reference through a Quote, invoice, order, renewal, subscription, procurement portal acceptance, online approval, electronic approval, continued use, payment, or other accepted purchasing document included within the definition of SOW in Section 1(a)(3). We will not be bound by any representations, promises, inducements, or statements not expressly set forth in this Agreement or an applicable SOW as defined in Section 1(a)(3). Any document not expressly incorporated into this Agreement or an applicable SOW will be treated only as an illustration or description of potential Services and will not modify this Agreement or create binding contractual terms. Any business associate agreement, data processing agreement, privacy addendum, security addendum, or similar agreement required by law or expressly accepted by BizCom will be governed as provided in Section 9(h).

h) Force Majeure. Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any applicable SOW as defined in Section 1(a)(3) because of circumstances beyond such party's reasonable control. Such circumstances include, but are not limited to, any intentional or negligent act committed by the other party, acts or omissions of governmental authorities, natural disasters, pandemics, acts of public enemies, terrorism, riots, sabotage, labor disputes, power failures, communications delays or outages, transportation or delivery delays, supply chain delays, cyberwarfare, cyberterrorism, hacking, malware or virus-related incidents that circumvent then-current security tools, vendor outages, third-party service failures, and acts of God.

i) Non-Solicitation. Each party acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the restricted party will not,

individually or in conjunction with others, directly or indirectly solicit, induce, influence, recruit, or otherwise encourage any employee of the other party with whom the restricted party worked to discontinue, reduce, or alter that employee's business, employment, contractor, or agency relationship with the other party. In the event of a violation of this section, the parties acknowledge and agree that damages would be difficult or impracticable to determine, and the restricted party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) of that employee's first year of base salary with the restricted party, including any signing bonus. Any solicitation or attempted solicitation for employment directed to a party's employees by the restricted party will be deemed a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any applicable SOW immediately for cause.

j) Survival. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive, including provisions related to payment, confidentiality, ownership, indemnification, limitations of liability, dispute resolution, governing law, venue, collections, offboarding, data retention and deletion, non-solicitation, Vendor Terms, and accrued rights and obligations. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

k) Governing Law; Venue. This Agreement and any Services will be governed by, and construed according to, the laws of the State of North Carolina, without regard to conflict-of-law principles. Subject to the arbitration requirements in Section 13, any permitted court action, including any action described in Section 13(b), shall be brought exclusively in the state courts located in Wake County, North Carolina, or the United States federal courts having jurisdiction over Wake County, North Carolina. Client irrevocably consents to such jurisdiction and venue and waives any objection based on personal jurisdiction, venue, forum non conveniens, or similar grounds.

l) No Third Party Beneficiaries. The parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

m) Usage in Trade. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement or any applicable SOW as defined in Section 1(a)(3).

n) Business Day. If any time period set forth in this Agreement expires on a day other than a business day in Wake County, North Carolina, such period will be extended to and through the next succeeding business day in Wake County, North Carolina.

o) Notices; Writing Requirement. Where any notice or similar communication is required to be provided to a party under this Agreement, it may be sent by U.S. mail, overnight courier, or email and it will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email or immediately upon being acknowledged by the recipient, whichever is earlier. Notice sent by email must be sent to the last known business, billing, administrative, or Authorized Contact email address of the recipient. Electronic documents, electronic approvals, quote approvals, procurement portal approvals, online acceptances,

email approvals, digital signatures, invoice references, payment, continued use of Services or Third Party Products, and related communications may satisfy any “writing,” “written,” “signed,” “accepted,” or similar requirement under this Agreement or any applicable SOW as defined in Section 1(a)(3), except where this Agreement expressly requires a BizCom-originated SOW or written SOW amendment.

p) Independent Contractor. We are an independent contractor; we are not your employer, employee, partner, or affiliate.

q) Vendors, Subcontractors, and Service Partners. BizCom may use employees, contractors, subcontractors, vendors, consultants, upstream providers, software publishers, cloud providers, carriers, distributors, marketplace providers, security providers, SOC providers, NOC providers, 24x7 help desk providers, and other service partners to perform, support, supplement, monitor, deliver, escalate, or assist with portions of the Services or Third Party Products. Such parties may perform work on BizCom’s behalf or may provide upstream products, platforms, tools, services, monitoring, alerting, support, response, hosting, licensing, security, help desk, or other functions that support the Services. BizCom remains responsible for Services performed directly on BizCom’s behalf by subcontractors to the extent BizCom would be responsible if BizCom performed the work directly, subject to this Agreement, the applicable SOW as defined in Section 1(a)(3), Vendor Terms, third-party limitations, and all scope, warranty, liability, downtime, shared-responsibility, and third-party-service limitations in this Agreement. BizCom is not responsible for acts, omissions, outages, delays, service limitations, policy changes, data practices, security incidents, licensing changes, vendor-controlled outcomes, or failures of upstream vendors or third-party providers except to the limited extent expressly required by the applicable SOW as defined in Section 1(a)(3).

r) Data & Service Restrictions. Client must notify BizCom in writing before Services begin, and promptly thereafter if circumstances change, if any regulatory, contractual, legal, insurance, data residency, data sovereignty, privacy, security, industry, or business requirement applicable to Client prohibits or restricts BizCom, BizCom’s vendors, or any upstream provider from accessing, processing, storing, hosting, transmitting, supporting, monitoring, administering, backing up, securing, or transferring Client data or Services in or between particular jurisdictions, platforms, providers, systems, tools, networks, or environments. Client is responsible for identifying the specific restriction, affected data, affected systems, applicable jurisdiction, required controls, prohibited vendors or locations, and any contractual, insurer, regulator, auditor, customer, or legal source of the requirement. BizCom is not responsible for discovering, interpreting, monitoring, validating, or complying with such restrictions unless BizCom expressly agrees to specific related Services in the applicable SOW as defined in Section 1(a)(3).

If such restrictions exist, BizCom may require alternative architecture, vendor substitution, localization, special handling, restricted access, additional security controls, revised workflows, segregation of data, additional vendor terms, revised scope, separate projects, modified support models, additional fees, or other changes before providing or continuing Services. BizCom may decline, suspend, limit, or terminate affected Services if BizCom determines that the restrictions make the Services unavailable, impractical, commercially unreasonable, insecure, unsupported, inconsistent with Vendor Terms, or outside the applicable SOW. BizCom is not responsible if suitable vendor options, compliant architectures, localized services, restricted-access models, data residency options, or alternative solutions are unavailable, impractical, commercially unreasonable, cost-prohibitive, vendor-prohibited, or not expressly included in the applicable SOW as defined in Section 1(a)(3).

s) Electronic Acceptance; Counterparts. The parties intend that any applicable SOW as defined in Section 1(a)(3), SOW amendment, Quote, order, renewal, subscription, invoice, procurement portal acceptance, online acceptance, electronic approval, or other accepted purchasing document may be signed, accepted, approved, or delivered in any number of counterparts, each of which will be deemed an original and all of which together will be deemed one agreement. Physical signatures, electronic signatures, digital signatures, electronic approvals, email approvals, procurement portal approvals, online approvals, payment, continued use of Services or Third Party Products, and electronic reproductions of handwritten signatures may be relied upon for all purposes. The receiving party may rely upon the apparent integrity and authenticity of such signature, approval, acceptance, payment, or continued use as evidence of acceptance.