



## Master Services Agreement – Online Terms

These Online Terms are incorporated by reference into the Master Services Agreement – Signature Page & Incorporation by Reference (Short Form) executed between Citadel Managed Services LLC (“Service Provider”) and Customer (“Customer”). The Short Form references and incorporates this document via the Static Link shown below.

Static Link: [www.citadelits.com/msa1](http://www.citadelits.com/msa1)

Customer’s execution of the Short Form constitutes acknowledgement that Customer has received, reviewed, and agrees to be bound by these Online Terms as of the Effective Date of the Short Form, unless a later version is expressly incorporated into a SOW or amendment as described in the Short Form.

Capitalized terms not defined in these Online Terms have the meanings set forth in the Short Form or applicable SOW.

### 8. Scope and Services

- (a) **Scope of Agreement.** This MSA establishes the general legal terms under which Service Provider may provide managed IT services, VoIP services, cybersecurity services, professional services, labor, projects, equipment and hardware sales, software subscriptions, support services, and other related technology solutions (collectively, the “Services”) to Customer. The specific Services to be performed, and any equipment or hardware to be supplied, shall be detailed exclusively in written Statements of Work (“SOWs”) executed by the Parties and expressly referencing this MSA.
- (b) **Service Documents.** Each SOW may reference and incorporate one or more Addendums, Exhibits, Schedules, or other written attachments applicable to the Services described therein (collectively, “Service Documents”). Only those Service Documents expressly identified in a given SOW shall apply to that engagement. Service Documents not referenced in an SOW shall have no effect.
- (c) **Nature of Services.** The Services may include, without limitation:
  - (i) managed IT services and support;
  - (ii) VoIP and unified communications services;
  - (iii) cybersecurity solutions, monitoring, detection, and remediation services;
  - (iv) professional services, consulting, and technical advisory work;
  - (v) project-based work, including implementation, configuration, installation, cabling, and system deployments;
  - (vi) remote and on-site labor;
  - (vii) equipment, hardware, devices, and related technology components;
  - (viii) software licenses, subscriptions, and cloud-based services; and
  - (ix) any additional services agreed to by the Parties in an SOW.
- (d) **Service Performance Standards.** Service Provider shall perform the Services in a professional and workmanlike manner using personnel with appropriate skills, experience, and qualifications, consistent with generally accepted industry practices for managed IT, VoIP, and cybersecurity services.
- (e) **Third-Party Providers and Dependencies.** Customer acknowledges that certain Services rely upon hardware, software, cloud platforms, carriers, or other solutions provided by third-party providers or “upstream providers.” Accordingly:
  - (i) Service Provider does not control third-party solutions and shall not be liable for failures, interruptions, defects, delays, or degradations caused by such third parties;
  - (ii) all warranties, commitments, and service levels relating to third-party products or services are subject to the applicable third-party terms; and
  - (iii) Service Provider may replace or modify upstream vendors at its discretion, provided such changes do not materially reduce the Services defined in the applicable SOW.
- (f) **Implementation Requirements and Customer Responsibilities.** Certain Services may require Customer to meet prerequisites, including maintaining minimum system requirements, replacing unsupported hardware, updating software, following Service Provider’s written recommendations, providing adequate connectivity, and granting



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necessary access to personnel, systems, networks, and facilities. Customer acknowledges that failure to satisfy prerequisites or follow Provider recommendations may delay, impair, or prevent the delivery of the Services.

- (g) **Co-Managed Environments.** If Customer utilizes internal personnel or external vendors (“Co-Managed Providers”) who share operational responsibility over Customer’s environment:
  - (i) Service Provider shall not be responsible for errors, omissions, or issues caused by Co-Managed Providers;
  - (ii) Service Provider is not obligated to remediate unauthorized changes or misconfigurations introduced by Co-Managed Providers; and
  - (iii) in the event of conflicting guidance, Service Provider may defer to the Co-Managed Provider and shall not be liable for resulting issues.
- (h) **Changes to Services; Change Orders.** Any modification to the Services, deliverables, responsibilities, assumptions, hardware lists, or pricing defined in an SOW must be documented in a written change order executed by authorized representatives of both Parties. No verbal instructions, operational emails, or informal requests shall modify any SOW.
- (i) **Service Scheduling and Availability.** Services shall be delivered in accordance with any schedules or service levels identified in the applicable SOW or in referenced SLA Addendums. Service Provider may perform scheduled maintenance outside standard business hours upon reasonable notice, unless immediate action is required to protect Customer’s environment or Service Provider’s systems.
- (j) **Out-of-Scope Work.** Any service not expressly included in an executed SOW is out of scope. Out-of-scope services requested by Customer may be provided, subject to availability, at Service Provider’s then-current rates or under a separate SOW or change order.
- (k) **Exclusions.** Any service, deliverable, or hardware not expressly listed in an executed SOW is considered out of scope and shall not be provided unless agreed to through an additional SOW or a written change order signed by both Parties.
- (l) **Order of Precedence.** In the event of a conflict between the terms of this MSA and any SOW, the terms of the SOW shall govern only with respect to the specific Services or Deliverables described therein, unless the SOW expressly states otherwise.
- (m) **No Obligation to Enter into SOWs.** Execution of this MSA does not obligate either Party to enter into any SOW. No Services shall be provided unless and until an SOW is executed by authorized representatives of both Parties.
- (n) **Subcontractors.** Service Provider may use subcontractors, vendors, or third-party service providers to perform or facilitate portions of the Services, provided that Service Provider remains responsible for the performance of its obligations under the applicable SOW.

### 9. Term; Termination

- (a) **Term of Agreement.** This MSA shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Section. The MSA shall continue in force for so long as any SOW remains active. If no SOW is in effect for a period of six (6) months, the MSA shall automatically terminate, unless otherwise agreed in writing.
- (b) **Term of Statements of Work.** Each SOW shall have the term specified therein. The termination or expiration of any individual SOW shall not affect the validity or enforceability of this MSA or any other SOW then in effect, unless expressly stated in the applicable SOW.
- (c) **Automatic Renewal of SOWs.** Unless otherwise stated in an SOW, each SOW shall automatically renew for successive terms equal to its initial term unless either Party provides written notice of non-renewal at least thirty (30) days prior to the then-current expiration date.
- (d) **Termination for Cause.** Either Party may terminate this MSA or any SOW for cause if the other Party commits a material breach and fails to cure that breach within the applicable cure period after receiving written notice of the breach:
  - (i) Monetary breach: ten (10) days to cure.
  - (ii) Non-monetary breach: thirty (30) days to cure.Termination for cause shall be effective immediately upon expiration of the applicable cure period.
- (e) **Immediate Termination Rights.** Either Party may terminate this MSA or any SOW immediately upon written notice if the other Party:
  - (i) becomes insolvent, files for bankruptcy, or has a receiver appointed;



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- (ii) ceases to conduct business in the ordinary course;
    - (iii) makes an assignment for the benefit of creditors; or
    - (iv) is legally prohibited from performing its obligations.
  - (f) **Termination for Convenience (Service Provider Only).** Service Provider may terminate this MSA or any SOW without cause by providing Customer at least thirty (30) days' prior written notice. Customer has no right to terminate for convenience unless expressly granted in an applicable SOW.
  - (g) **Early Termination by Customer (Without Cause).** If Customer terminates this MSA or any SOW without cause prior to the SOW's stated expiration date—or purports to terminate despite no contractual right to do so—Customer shall pay Service Provider an early termination fee equal to:
    - (i) all fees that would have become due under the applicable SOW for the remainder of its term; plus
    - (ii) all non-cancelable, non-mitigable expenses, including third-party licensing or per-seat subscription costs.
  - (h) **Obligations Upon Termination.** Upon expiration or termination of this MSA or any SOW:
    - (i) Customer shall promptly pay all amounts due and outstanding up to the effective date of termination;
    - (ii) Customer shall return or provide access for Service Provider to recover all Service Provider-owned equipment, materials, property, and software;
    - (iii) Service Provider shall return Customer-owned equipment and Confidential Information as required by this Agreement; and
    - (iv) any provisions that by their nature should survive (including confidentiality, indemnification, limitations of liability, warranty disclaimers, and payment obligations) shall survive.
  - (i) **Transition Assistance.** If Customer requests transition services upon termination, Service Provider may, at its discretion, provide such services at its then-current hourly rates, provided all outstanding fees are paid in full prior to commencement of transition assistance. Transition assistance may include, at Service Provider's discretion, retrieval of passwords, export of data, or de-installation tasks.
  - (j) **No Release of Payment Obligations.** Termination of this MSA or any SOW shall not relieve Customer of any payment obligations that accrued prior to the effective date of termination, nor shall it relieve Customer of any obligation to pay early termination fees, non-cancelable licensing costs, or other surviving obligations expressly stated herein.
- 10. Implementation**
- (a) **Implementation Activities.** Service Provider shall perform onboarding, transition, configuration, installation, deployment, and other implementation activities as described in the applicable SOW. Customer acknowledges that implementation timelines may vary depending on Customer's environment, prerequisites, third-party dependencies, and Customer's cooperation.
  - (b) **Advice and Technical Recommendations.** During implementation, Service Provider may provide recommendations, technical direction, or required changes to Customer's environment ("Advice"), including but not limited to hardware replacements, system upgrades, configuration changes, or increased capacity. Customer agrees to promptly follow such Advice. Service Provider shall not be responsible for delays, failures, downtime, vulnerabilities, performance issues, or increased costs caused by Customer's failure to follow such Advice.
  - (c) **Prerequisites and Minimum Requirements.** Certain Services may require Customer to maintain minimum hardware, software, licensing, security, network, or configuration standards as specified in the applicable SOW or as reasonably required by Service Provider. Customer shall implement and maintain these prerequisites at its own cost. Failure to meet minimum requirements may delay or impair Service delivery and may require Service Provider to adjust the SOW, suspend Services, or discontinue support.
  - (d) **Customer Access and Cooperation.** Customer shall provide Service Provider with all necessary access to Customer's systems, networks, environments, applications, devices, facilities, and personnel required to perform implementation tasks. Customer shall provide all required credentials, permissions, and authorizations in a timely manner. Customer shall ensure safe working conditions and adequate workspace for any onsite Services.
  - (e) **Authorized Contacts.** Customer shall designate one or more personnel authorized to provide direction, approvals, and decisions on behalf of Customer for implementation activities ("Authorized Contacts"). Service Provider may rely on instructions provided by Authorized Contacts unless notified otherwise in writing.
  - (f) **Changes to Customer Environment.** Customer shall not materially modify its environment—through hardware changes, software installations, network reconfiguration, vendor additions, or similar actions—without prior



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written approval from Service Provider. Service Provider shall not be responsible for delays, failures, downtime, remediation work, or additional costs arising from unauthorized changes.

- (g) **Third-Party Support and OEM Interaction.** If Service Provider determines that OEM or vendor support is required to complete implementation tasks or remediate issues, Service Provider may contact the applicable vendor or OEM on Customer's behalf. Customer shall be responsible for all related OEM fees, support charges, licensing costs, and third-party expenses. Service Provider does not warrant or guarantee that any OEM-directed remediation will resolve a particular issue.
- (h) **Co-Managed Environments During Implementation.** If Customer uses internal IT staff or third-party vendors ("Co-Managed Providers"):
  - (i) Service Provider shall not be responsible for errors, misconfigurations, conflicts, delays, or failures caused by Co-Managed Providers;
  - (ii) Service Provider may defer to the Co-Managed Provider's direction if Customer designates them as authoritative; and
  - (iii) Customer shall be responsible for all remediation costs arising from Co-Managed Provider actions.
- (i) **Implementation Delays Caused by Customer.** If Customer delays, fails to provide required information, fails to complete prerequisites, fails to follow Advice, or otherwise prevents Service Provider from performing implementation activities, then:
  - (i) implementation timelines shall automatically extend;
  - (ii) any additional time or labor required shall be billed at Service Provider's standard rates; and
  - (iii) Service Provider may suspend implementation until Customer resolves the issue.
- (j) **Transition and Onboarding Exception.** Customer acknowledges that the first forty-five (45) days following commencement of Services may involve increased instability, delays, or onboarding-related issues ("Transition Exception"). During this period, standard response times, SLAs, and performance commitments may not apply.

### 11. Fees; Payment

- (a) **Fees and Charges.** Customer shall pay the fees, costs, and expenses described in each applicable SOW, including recurring service fees, project fees, labor charges, equipment costs, licensing fees, and any other amounts identified therein. Customer is responsible for all applicable taxes, including sales, use, excise, VAT, import duties, tariffs, and any similar governmental charges.
- (b) **Invoicing and Payment Terms.** Unless otherwise stated in an SOW:
  - (i) recurring service fees shall be invoiced monthly in advance;
  - (ii) hourly labor, project work, and one-time charges shall be invoiced as incurred;
  - (iii) hardware, equipment, and non-cancelable licensing costs shall be invoiced upon order placement; and
  - (iv) all invoices are due within fifteen (15) days of the invoice date.
- (c) **Payment Method; Automatic Payments.** Service Provider may require Customer to maintain automatic payment via ACH or credit card. If Customer provides both an ACH account and a credit card, ACH will be attempted first and the credit card second. Service Provider may charge a convenience fee for credit card transactions not exceeding the actual cost of acceptance.
- (d) **Returned or Declined Payments.** Service Provider may charge a service fee for any returned ACH transaction, insufficient funds, blocked drafts, or declined credit card payments, at the lesser of \$20 or the maximum amount allowed by applicable law.
- (e) **Minimum Monthly Fees (MMF).** If applicable, SOWs may identify a minimum monthly fee ("MMF"). Customer acknowledges that fees under such SOWs shall not fall below the stated MMF regardless of reductions in covered users, devices, systems, or quantities unless agreed in writing by Service Provider.
- (f) **Late Payments; Suspension of Services.** Any undisputed amount not paid within fifteen (15) days after the invoice date shall accrue interest at 1% per month (or the maximum permitted by law). Service Provider may suspend part or all of the Services without prior notice during periods of nonpayment, and recurring fees shall continue to accrue during any such suspension.
- (g) **Billing Disputes.** Customer must submit any billing dispute in writing within forty-five (45) days of the invoice date. Failure to dispute an invoice within this period constitutes a waiver of the dispute. All undisputed amounts must be paid on time.



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- (h) **Price Increases.** Service Provider may increase recurring monthly fees annually. If increases exceed five percent (5%) within a calendar year (excluding pass-through increases), Customer may terminate the applicable SOW by providing written notice within sixty (60) days after receiving notice of the increase. Continued use of Services after this period constitutes acceptance of the increased fees.
- (i) **Pass-Through Increases.** Service Provider may pass through increases imposed by upstream vendors, carriers, licensors, cloud providers, software manufacturers, or other third-party suppliers (“Pass-Through Increases”). Such increases may occur without limitation and are not subject to the five percent (5%) calculation described above.
- (j) **OEM and Third-Party Support Fees.** Customer is responsible for all OEM or third-party vendor fees incurred during troubleshooting, escalation, warranty service, or support interactions required to deliver or restore the Services. To the extent practicable, Service Provider will notify Customer of expected fees before incurring them, unless immediate action is required.
- (k) **Expenses Incurred During Emergencies.** If Services must be performed during a declared national, state, or local emergency—or during periods of resource shortages (fuel, materials, labor)—Customer shall reimburse all related incremental expenses, including increased travel, power, fuel, and safety equipment costs.
- (l) **Non-Refundability.** Unless expressly stated in an SOW, all fees paid or due under the Agreement—including recurring fees, project fees, labor charges, and licensing costs—are non-refundable.
- (m) **No Offset.** Customer may not withhold, offset, or reduce payment for any reason unless agreed in writing by Service Provider.
- (n) **Survival of Payment Obligations.** All payment obligations accrued prior to termination—including early termination fees, hardware costs, and non-cancelable licensing charges—shall survive termination of this MSA or any SOW.

### 12. Limited Warranties; Limitations of Liability

- (a) **Limited Service Warranty.** Service Provider warrants that the Services shall be performed in a professional and workmanlike manner, consistent with generally accepted industry standards. This limited warranty shall apply only if Customer has complied with all obligations, prerequisites, minimum requirements, environmental standards, and Advice issued by Service Provider under this Agreement or any SOW.
- (b) **No Warranty for Third-Party Products or Services.** Any equipment, hardware, software, cloud services, licensing, or other third-party solutions incorporated into or supporting the Services are provided subject exclusively to the warranties (if any) offered by the applicable third-party vendor, manufacturer, or licensor. Service Provider does not provide, extend, endorse, or guarantee any warranty for third-party products or services and shall have no liability for defects, failures, deficiencies, downtime, performance issues, or interruptions caused by such third parties.
- (c) **“AS IS” Disclaimer for Third-Party Products.** ALL THIRD-PARTY HARDWARE, SOFTWARE, DEVICES, PERIPHERALS, AND SERVICES PROVIDED OR RESOLD THROUGH SERVICE PROVIDER ARE PROVIDED “AS IS,” WITH NO WARRANTIES OF ANY KIND BETWEEN THE PARTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.
- (d) **Exclusions Related to Customer Actions.** Service Provider shall not be responsible for, and no warranty shall apply to:
  - (i) failures resulting from Customer’s failure to follow Service Provider’s Advice;
  - (ii) failures resulting from Customer’s failure to meet minimum system requirements;
  - (iii) problems caused by Customer, its staff, or its Co-Managed Providers;
  - (iv) unauthorized changes to Customer’s environment;
  - (v) issues arising from Legacy Devices or unsupported systems;
  - (vi) issues caused by malware, ransomware, or cyber threats not preventable by commercially reasonable measures.
- (e) **No Guarantee of Error-Free or Uninterrupted Services.** Service Provider does not warrant that the Services will be uninterrupted, error-free, secure, or immune from malware, cyberattack, or system failure, nor does Service Provider warrant that any specific security threats or vulnerabilities will be detected, prevented, or remediated.
- (f) **Customer-Provided Administrative or Root-Level Access.** If Customer requires or requests Service Provider to grant administrative or root-level access to Customer, its personnel, or its third-party vendors, Customer shall assume all



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risk arising from such access. Customer shall indemnify and hold Service Provider harmless from any failures, downtime, vulnerabilities, corruption, damage, or other issues linked to administrative or root-level access not performed directly by Service Provider.

- (g) **Limitation of Liability – Damages Cap.** EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), THE TOTAL LIABILITY OF SERVICE PROVIDER FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW—FROM ANY THEORY OF LIABILITY—SHALL BE LIMITED TO THE GREATER OF:
- (i) THE FEES PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR
  - (ii) TWENTY-FIVE THOUSAND DOLLARS (\$25,000).
- (h) **Exclusion of Certain Damages.** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ECONOMIC DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION:
- (i) lost profits;
  - (ii) lost revenues;
  - (iii) business interruption;
  - (iv) loss of data;
  - (v) loss of savings;
  - (vi) loss of goodwill;
  - (vii) replacement system costs;
- even if advised of the possibility of such damages.
- (i) **Excluded Claims.** The limitations in Sections 8 (g) and 8 (h) shall not apply to:
- (i) Customer’s payment obligations;
  - (ii) Customer’s indemnification obligations;
  - (iii) Service Provider’s indemnification obligations for third-party IP infringement;
  - (iv) damages caused by a Party’s willful misconduct or gross negligence;
  - (v) violations of confidentiality obligations.
- (j) **Mitigation; Comparative Fault.** Liability of either Party shall be reduced to the extent Customer’s own actions, omissions, misconfigurations, failure to follow Advice, or failure to mitigate contributed to any harm, issue, incident, or loss.
- (k) **No Liability for Out-of-Scope Work.** Service Provider shall have no liability whatsoever for failures, deficiencies, issues, or damages arising from or relating to out-of-scope services, unauthorized work, unsupported systems, or work performed by Customer or its designated third-party vendors.

### 13. Indemnification

- (a) **Mutual Indemnification for Breach.** Each Party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party (the “Indemnified Party”) from and against any and all losses, damages, liabilities, costs, fines, penalties, and expenses (including reasonable attorneys’ fees) (collectively, “Damages”) arising out of or relating to the Indemnifying Party’s material breach of this Agreement or any SOW.
- (b) **Customer Indemnification – Expanded Obligations.** Customer shall additionally indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, subcontractors, and affiliates from and against all Damages arising out of or relating to:
- (i) Customer’s or its personnel’s misuse, alteration, or unauthorized modification of the Services, Customer environment, or any configuration implemented by Service Provider;
  - (ii) actions or omissions of Customer’s internal IT personnel or third-party vendors, including Co-Managed Providers;
  - (iii) Customer’s failure to follow Service Provider’s Advice, requirements, or minimum standards;
  - (iv) Customer’s use of Legacy Devices, unsupported systems, or unlicensed software;
  - (v) Customer’s grant of administrative or root-level access to individuals other than Service Provider personnel;
  - (vi) Customer’s violation of any third-party license agreement, EULA, or vendor terms related to hardware, software, or cloud services;



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(vii) any claim that Customer data infringes or misappropriates a third-party's rights.

(c) **Service Provider Indemnification – IP Infringement Only.** Service Provider shall indemnify Customer from and against Damages awarded in a final judgment arising from a third-party claim that the Services, as delivered by Service Provider and used by Customer strictly in accordance with this Agreement and the applicable SOW, infringe such third-party's U.S. patent, copyright, or trademark—excluding any claim arising from:

- (i) Customer's misuse, modification, or alteration of the Services;
- (ii) combinations of the Services with hardware, software, systems, or data not provided or specified by Service Provider;
- (iii) third-party products, software, services, or components;
- (iv) compliance by Service Provider with Customer's written specifications.

(d) **Process and Control of Defense.**

- (i) The Indemnified Party shall promptly notify the Indemnifying Party of any claim for which indemnification is sought.
- (ii) The Indemnifying Party shall control the defense and resolution of the claim; however, the Indemnified Party may participate through counsel of its choosing at its own cost.
- (iii) The Indemnifying Party may not settle any claim in a manner that imposes any obligation, admission of liability, or injunctive relief on the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld.

(e) **Right to Mitigate and Replace.** If any portion of the Services is subject to a claim of infringement, Service Provider may, at its option and expense:

- (i) procure the right for Customer to continue using the Services;
- (ii) replace or modify the Services to render them non-infringing; or
- (iii) if neither (a) nor (b) is commercially feasible, terminate the affected Services and issue a prorated refund for any prepaid, unused fees.

(f) **Proportionate Fault.** Any indemnification obligation shall be reduced to the extent Damages were caused by the Indemnified Party's own negligence, willful misconduct, violation of law, failure to follow Advice, failure to maintain required system conditions, or failure to mitigate.

(g) **Exclusive Remedy.** Indemnification under this Section constitutes the Parties' exclusive remedy for the claims described herein, subject to the limitations and exclusions in Section 8 (Limited Warranties; Limitations of Liability).

### 14. Confidentiality

(a) **Definition of Confidential Information.** "Confidential Information" means all non-public information disclosed by one Party ("Discloser") to the other Party ("Recipient"), whether oral, written, electronic, or otherwise, including but not limited to:

- (i) business plans, financial information, customer lists, supplier lists, internal documents, operational procedures, network diagrams, infrastructure details, system credentials, and technical data;
- (ii) proprietary reports, methodologies, inventions, processes, and know-how;
- (iii) personal information, internal communications, or sensitive data contained within Customer's environment; and
- (iv) all information that should reasonably be understood as confidential given the nature of the information or the circumstances of its disclosure.

Confidential Information shall not include information that:

- (i) becomes public through no act or omission of the Recipient;
- (ii) is developed independently by the Recipient without reference to the Discloser's information; or
- (iii) is lawfully obtained by the Recipient from a third party not under an obligation of confidentiality.

(b) **Use and Protection.** Recipient shall:

- (i) maintain the confidentiality of the Confidential Information using the same degree of care it uses to protect its own confidential information, but no less than a commercially reasonable standard;
- (ii) use Confidential Information solely to fulfill its obligations under this Agreement; and
- (iii) not disclose Confidential Information to any third party except as permitted under this Agreement.



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- (c) **Permitted Disclosures.** Recipient may disclose Confidential Information to its employees, affiliates, subcontractors, advisors, auditors, and agents who have a legitimate need to know such information, provided each such party is bound by confidentiality obligations no less restrictive than those in this Agreement.
- (d) **Compelled Disclosure.** If Recipient is legally compelled by deposition, interrogatory, subpoena, civil investigative demand, or similar process to disclose Confidential Information, Recipient shall (to the extent legally permitted) provide the Discloser with prompt written notice so that the Discloser may seek a protective order or other remedy. Recipient shall disclose only the minimum amount of Confidential Information required by law and shall cooperate, at Discloser's expense, in efforts to obtain protective treatment.
- (e) **Additional NDA Requirements.** Certain Services may require the Parties to execute additional nondisclosure agreements—including business associate agreements or vendor-specific confidentiality documents—when handling third-party confidential or regulated data. In such cases, the NDA and this Section 10 shall be read together, and the stricter confidentiality obligations shall govern.
- (f) **Confidentiality of Credentials and System Access.** All credentials, administrative access, passwords, system diagrams, network topologies, firewall configurations, and security-related procedures provided by either Party shall be deemed Confidential Information. Neither Party may circumvent, disclose, or misuse system-level access granted under this Agreement.
- (g) **Return or Destruction of Confidential Information.** Upon expiration or termination of this Agreement, or upon written request, each Party shall promptly return or securely destroy the other Party's Confidential Information, except:
  - (i) information required to be retained under applicable law;
  - (ii) backup copies maintained in the ordinary course of business that cannot be readily isolated; or
  - (iii) information required to enforce this Agreement.All retained Confidential Information shall remain subject to this Section 10.
- (h) **Injunctive Relief.** Unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the Discloser shall be entitled to seek injunctive relief, equitable remedies, or other appropriate court orders without the need to post bond.
- (i) **Survival.** The obligations in this Section shall survive termination of this Agreement for a period of five (5) years, or for as long as the Confidential Information remains confidential under applicable law, whichever is longer.

### 15. Ownership

- (a) **Ownership of Intellectual Property.** Each Party is, and shall remain, the sole owner of all intellectual property that it owned or developed prior to the Effective Date or independently develops outside the scope of this Agreement ("Background IP"). Nothing in this Agreement or any SOW transfers or assigns ownership of either Party's Background IP.
- (b) **Service Provider Intellectual Property.** Service Provider retains all ownership rights, title, and interest in and to:
  - (i) all software, scripts, algorithms, tools, routines, processes, documentation, templates, configurations, firewall rulesets, system architectures, designs, methodologies, monitoring scripts, automation logic, and other works of authorship created, supplied, used, or developed in connection with the Services;
  - (ii) all modifications, enhancements, derivative works, or improvements to the foregoing; and
  - (iii) all intellectual property created by Service Provider while performing the Services, including any proprietary configurations of Customer systems.Such items shall not be deemed "work for hire," and Customer shall receive no ownership interest in them.
- (c) **Limited License to Customer.** Service Provider grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use Service Provider's IP solely as necessary to receive and use the Services during the term of the applicable SOW. No other rights are granted, and all rights not expressly granted are reserved.
- (d) **Restrictions on Use of Service Provider IP.** Customer shall not, and shall not permit any third party to:
  - (i) copy, modify, alter, translate, adapt, decompile, reverse engineer, or create derivative works of any Service Provider IP;
  - (ii) remove, obscure, or modify any proprietary markings;
  - (iii) use Service Provider IP outside the scope of the Services; or



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- (iv) use Service Provider IP after expiration or termination of the applicable SOW, except as expressly permitted by this Agreement.
- (e) **Customer-Provided Materials.** Customer retains ownership of all data, content, information, files, and materials that Customer provides to Service Provider. Customer grants Service Provider a non-exclusive, royalty-free, worldwide license to use, host, copy, reproduce, modify, transmit, store, and process Customer materials as necessary to perform the Services.
- (f) **Data Access and Retention.** Unless expressly stated in a SOW:
  - (i) Service Provider is not obligated to retain Customer data after termination of Services;
  - (ii) Customer is responsible for maintaining independent data backups;
  - (iii) Service Provider may permanently delete Customer data from its systems, backups, and tools following termination; and
  - (iv) Service Provider has no liability for deleted or irrecoverable data unless caused by its willful misconduct.
- (g) **Feedback.** If Customer provides suggestions, recommendations, enhancement requests, or other feedback relating to the Services (“Feedback”), Service Provider may freely use such Feedback in its products, services, and business operations without restriction or obligation. Feedback shall not be treated as Customer IP.
- (h) **Survival.** All rights, obligations, ownership interests, licenses, and restrictions set forth in this Section shall survive termination or expiration of this Agreement or any SOW.

### 16. Arbitration

- (a) **Agreement to Arbitrate.** Except for undisputed collections actions brought by Service Provider solely to recover unpaid fees (“Collections Matters”), any dispute, claim, or controversy arising out of or relating to this Agreement, any SOW, or the Services—including but not limited to disputes regarding interpretation, breach, performance, enforceability, or validity—shall be resolved exclusively by binding arbitration.
- (b) **Arbitration Administration and Rules.** Arbitration shall be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, unless no AAA-certified arbitrator is available within twenty (20) miles of Service Provider’s primary office, in which case arbitration shall be administered by another commercial dispute resolution forum selected by Service Provider.
- (c) **Selection and Qualifications of Arbitrator.** The arbitration shall be conducted before a single arbitrator mutually agreed upon by the Parties. If the Parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the administering forum shall appoint one.
- (d) The arbitrator shall be:
  - (i) experienced in commercial contracting;
  - (ii) knowledgeable in information technology and data services transactions; and
  - (iii) empowered to award all remedies permitted under this Agreement.
- (e) **Venue; Location of Arbitration.** Unless otherwise agreed by the Parties in writing, arbitration shall take place at Service Provider’s primary business office or such other location selected by Service Provider.
- (f) **Discovery and Procedure.** The arbitrator shall determine the scope of discovery, provided that:
  - (i) discovery shall be limited to what is reasonably necessary for the expeditious resolution of the dispute;
  - (ii) discovery shall be narrowly tailored to the issues in dispute; and
  - (iii) the arbitration shall proceed efficiently and without undue delay.
- (g) **Arbitration Costs and Fees.** The Parties shall initially share arbitration costs equally. However, the prevailing party in arbitration shall be entitled to recover its reasonable attorneys’ fees, costs, and expenses, including arbitration fees.
- (h) **Interim Relief.** Nothing in this Section shall prevent either Party from seeking temporary or preliminary injunctive relief or other equitable remedies from a court of competent jurisdiction to protect its Confidential Information, intellectual property, or other proprietary rights, pending final resolution by arbitration.
- (i) **Confidentiality of Proceedings.** The arbitration proceedings, filings, materials, testimony, evidence, and award shall be kept confidential and shall not be disclosed except as required by law or as necessary to enforce or challenge an arbitration award.



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- (j) **Final and Binding Award.** The arbitrator’s decision shall be final, binding, and enforceable in any court of competent jurisdiction. The arbitrator shall provide a written decision that includes findings of fact and conclusions of law if requested by either Party.
- (k) **Waiver of Jury Trial; Class Action Waiver.** To the fullest extent permitted by law:
  - (i) the Parties waive any right to a jury trial in any proceeding related to this Agreement; and
  - (ii) arbitration shall be conducted on an individual basis, and no class, collective, or representative actions shall be permitted.

### 17. Protected Health Information

- (a) **Applicability.** This Section applies only to the extent Customer stores, transmits, processes, or otherwise provides Service Provider access to information regulated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or related federal or state privacy laws (collectively, “Protected Health Information” or “PHI”). Nothing in this Agreement requires Service Provider to handle PHI unless explicitly agreed in writing.
- (b) **Customer Obligations Regarding PHI.** Prior to providing or granting access to any PHI, Customer shall:
  - (i) notify Service Provider in writing that PHI may be present in Customer’s environment;
  - (ii) identify systems, applications, databases, or locations containing PHI;
  - (iii) maintain all administrative, physical, and technical safeguards required under HIPAA; and
  - (iv) confirm whether a Business Associate Agreement (“BAA”) is legally required and provide the form of BAA for review.

Customer acknowledges that failure to notify Service Provider of PHI may result in noncompliance with applicable law for which Service Provider bears no responsibility.

- (c) **Business Associate Agreement (BAA).** To the extent Service Provider is deemed a “Business Associate” under HIPAA, the Parties shall execute a separate BAA. The BAA shall govern the Parties’ rights and responsibilities with respect to PHI, and in the event of a conflict between the BAA and this Agreement, the terms of the BAA shall control with respect to PHI.

Service Provider shall have no obligation to provide Services involving PHI unless and until a mutually executed BAA is in place.

- (d) **Scope of Services Not Intended as Compliance Solution.** Unless expressly stated in an SOW:
  - (i) the Services are not designed to place Customer into full compliance with HIPAA or any other privacy regulation;
  - (ii) the Services may support Customer’s compliance efforts but are not a substitute for a compliance program; and
  - (iii) Customer is solely responsible for determining how applicable privacy laws affect its data, operations, or environment.

- (e) **Restrictions on PHI Handling.** Unless required under an executed BAA, Service Provider shall not be obligated to:
  - (i) store, archive, or transmit PHI;
  - (ii) monitor, audit, or maintain PHI-related systems for regulatory purposes;
  - (iii) configure systems for HIPAA compliance; or
  - (iv) maintain or enforce Customer’s internal HIPAA policies.

Service Provider may decline or suspend Services if Customer stores or transmits PHI in services, systems, or environments not identified or covered under a BAA.

- (f) **Security Safeguards.** Service Provider shall use commercially reasonable efforts to protect Customer data in accordance with normal industry practices for managed IT and cybersecurity services. Such safeguards shall not be interpreted as a guarantee of HIPAA compliance, prevention of breaches, or avoidance of unauthorized disclosure events.

- (g) **PHI Breach Notification.** If Service Provider becomes aware of a potential unauthorized access, use, or disclosure of PHI within Service Provider’s custody or control, Service Provider shall notify Customer without unreasonable delay, subject to any law enforcement restrictions. Further obligations, if any, shall be governed solely by an executed BAA.

- (h) **Customer-Induced Violations.** Service Provider shall not be liable for violations of HIPAA or other privacy regulations resulting from:



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- (i) misconfigurations, omissions, or failures by Customer;
  - (ii) Customer's failure to follow Service Provider's Advice or minimum standards;
  - (iii) Customer's failure to maintain appropriate access controls, patch management, or security measures; or
  - (iv) Customer's failure to execute a required BAA.
- (i) **Survival.** Obligations concerning PHI, confidentiality, breach notification, and any executed BAA shall survive termination of this Agreement for as long as required by law or by the terms of the applicable BAA.

### 18. Miscellaneous

- (a) **Changes to Service Descriptions and Addendums.** Service Provider may modify its service descriptions, technical documentation, Addendums, and related materials from time to time to reflect updates in industry standards, vendor requirements, or service delivery methods. If such modifications materially reduce the functionality of Services under an active SOW, Customer shall be notified and may terminate the affected Service upon thirty (30) days' written notice.
- (b) **End User License Agreements (EULAs).** Portions of the Services may require acceptance of third-party EULAs, subscription agreements, cloud service terms, or carrier terms ("EULAs"). Customer authorizes Service Provider to accept such EULAs on Customer's behalf to enable delivery of the Services. Customer agrees to comply with all applicable EULAs. If any EULA is modified in a way that materially impacts the Services, Service Provider may modify pricing or the applicable SOW accordingly.
- (c) **Compliance Limitations; Cybersecurity Insurance.** Unless expressly stated in an SOW, the Services are not intended to bring Customer into full compliance with any regulatory framework (including but not limited to HIPAA, PCI-DSS, SOX, CJIS, NIST, ISO, or GDPR). The Services may support Customer's compliance objectives but are not a substitute for a comprehensive compliance program.

Customer acknowledges that no security solution is infallible, and that cybersecurity incidents—including ransomware, malware, intrusions, phishing attacks, business email compromise, data loss, or unauthorized access—may occur despite the use of commercially reasonable security measures.

Customer is solely responsible for obtaining, maintaining, and keeping in force cyber liability insurance sufficient to cover:

- (i) losses arising from cybersecurity incidents;
- (ii) business interruption;
- (iii) data restoration;
- (iv) breach response;
- (v) regulatory fines and penalties; and
- (vi) any other costs associated with a cyber incident affecting Customer's environment.

Service Provider shall have no liability for Customer's failure to obtain or maintain adequate cybersecurity insurance, nor for any uninsured or underinsured losses resulting from a cybersecurity incident.

- (d) **Customer Representations.** Customer represents that no law, regulation, or contractual obligation restricts or prevents Service Provider from delivering the Services. Customer shall notify Service Provider promptly of any legal or regulatory changes affecting its environment, operations, or data handling requirements.
- (e) **BYOD and Unknown Devices.** Customer authorizes Service Provider to access all devices connected to Customer's environment, whether owned by Customer or by its personnel, contractors, or agents. Service Provider shall not be responsible for supporting or remediating issues caused by unknown, unmanaged, or unauthorized devices connected to Customer's environment.
- (f) **Assignment.** Neither Party may assign this Agreement or any SOW without the prior written consent of the other Party, except that Service Provider may assign this Agreement without consent as part of a merger, acquisition, sale of assets, internal restructuring, or transfer to a successor entity that assumes Service Provider's obligations.
- (g) **Amendment.** This Agreement and any SOW may be amended only through a written instrument that specifically references the document being amended and is signed or electronically accepted by both Parties. Email or electronic acceptance is sufficient for amendment.
- (h) **Severability.** If any provision of this Agreement is found unenforceable, that provision shall be enforced to the maximum extent permitted, and the remaining provisions shall continue in full force and effect.



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- (i) **No Waiver.** Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. A waiver must be in writing to be effective.
- (j) **Force Majeure.** Neither Party shall be liable for delays or failures in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, cyberattacks, terrorism, riots, pandemics, labor shortages, power failures, or vendor-side outages.
- (k) **Notices.** All notices required under this Agreement shall be in writing and may be delivered by postal mail, courier, or email. Notices are deemed received:
  - (i) three (3) business days after mailing via U.S. Postal Service;
  - (ii) one (1) business day after delivery via overnight courier; or
  - (iii) one (1) business day after transmission via email to the last provided legal notice address.Electronic communications shall satisfy any contractual “writing” requirement.
- (l) **Recording; Consent.** Customer acknowledges and agrees that Service Provider may, at its discretion, record telephone calls, video conferences, remote support sessions, and in-person meetings with Customer or Customer’s personnel that relate to the Agreement or the Services (collectively, “Recordings”). Recordings may be used by Service Provider for legitimate business purposes, including without limitation: quality assurance, training, documentation, security, dispute resolution, compliance, and maintaining accurate records of requests, approvals, instructions, and service history. Customer represents that it has obtained, and will obtain, any required consents from its personnel and end users participating in such communications, and Customer authorizes Service Provider to rely on that representation. If Customer does not consent to Recording in a particular instance, Customer must notify Service Provider in writing prior to the communication; otherwise, participation in the communication constitutes consent. Any Recordings are Service Provider’s Confidential Information, and Service Provider will handle Recordings in accordance with the confidentiality and data-protection terms of the Agreement.
- (m) **Governing Law; Venue.** This Agreement is governed by the laws of the state in which Service Provider is headquartered, without regard to conflict-of-law principles. For all non-arbitrable matters, the Parties consent to exclusive jurisdiction and venue in the courts located within that state and county.
- (n) **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and creates no rights for any third party.
- (o) **Entire Agreement; Order of Precedence.** This Agreement, together with all executed SOWs and applicable addendums or exhibits, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous proposals, representations, or understandings.

In the event of a conflict between documents:

  - (i) the SOW governs for the specific Services described therein;
  - (ii) referenced Addendums or Exhibits govern over this Agreement for their specific subject matter;
  - (iii) this Agreement governs all remaining matters.
- (p) **Independent Contractor.** Service Provider is an independent contractor and is not Customer’s employee, partner, or agent. Nothing in this Agreement creates a joint venture, partnership, or employment relationship.
- (q) **Counterparts; Electronic Signatures.** This Agreement and any SOW may be executed in counterparts, including electronically, and each counterpart shall be deemed an original. Electronic signatures, PDF copies, and acceptance through electronic systems are valid and enforceable.

### Addendum A – Managed Services

### Addendum B – VOIP Services

### Addendum C – Hardware Sales Terms and Conditions



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### Addendum A – Managed Services

This Managed Services Addendum (“Addendum A”) is incorporated into and governed by the Master Services Agreement (“MSA”) between Citadel Managed Services Colorado d/b/a CommWest (“Service Provider”) and Customer (“Customer”). Capitalized terms not defined herein have the meanings set forth in the MSA. This Addendum A applies only to Statements of Work (“SOWs”) that expressly reference it.

#### 1. Purpose; Relationship to MSA and SOW

- (a) **Purpose.** This Addendum A (the “Managed Services Addendum”) sets forth the terms, conditions, and service-category descriptions applicable to Service Provider’s managed information technology, cybersecurity, cloud administration, backup, monitoring, and related managed services offerings (collectively, “Managed Services”). This Addendum is intended to define the types of Managed Services that may be offered and the general rules governing their delivery, without listing specific product names or fixed service bundles.
- (b) **Incorporation; Governing Agreement.** This Managed Services Addendum is incorporated into and governed by the Master Services Agreement (“MSA”) between Service Provider and Customer. Capitalized terms not defined in this Addendum have the meanings set forth in the MSA. This Addendum applies only to those Statements of Work (“SOWs”) that expressly reference it.
- (c) **Bundles, Tiers, and Commercial Terms Defined Only in SOW.** Customer acknowledges that Service Provider offers Managed Services in bundles, tiers, or packages that may include varying combinations of service categories, labor models, service levels, and Usage Units. The specific bundle(s), tier(s), inclusions, exclusions, quantities, and pricing applicable to Customer are defined exclusively in the applicable SOW. Nothing in this Addendum obligates Service Provider to provide any specific Managed Service unless expressly included in a SOW.
- (d) **Service Documents and Order of Precedence.** Each SOW may reference and incorporate additional Addendums, Exhibits, schedules, or other written attachments applicable to the Managed Services described therein (collectively, “Service Documents”). Only those Service Documents expressly identified in a given SOW shall apply to that engagement. In the event of a conflict between documents, the order of precedence stated in the MSA shall apply, and an applicable SOW will govern for the specific Managed Services, deliverables, service levels, and pricing described therein.
- (e) **SOW Required for Services.** Execution of this Addendum or the MSA does not obligate either Party to enter into any SOW. Service Provider has no obligation to deliver Managed Services unless and until an SOW is executed by authorized representatives of both Parties and references this Addendum.
- (f) **Right to Use and Substitute Managed Tools.** Customer acknowledges that Managed Services are delivered using Service Provider-selected monitoring, management, security, access control, backup, administrative, and reporting tools, platforms, and methods (“Managed Tools”). Service Provider may change, replace, or substitute Managed Tools at its discretion, provided such substitution does not materially reduce the Managed Services expressly stated in an active SOW.

#### 2. Definitions (Managed Services–Specific)

For purposes of this Addendum A and for the SOWs that expressly reference it, the following definitions apply:

- (a) **“Managed Services.”** “Managed Services” means the recurring, proactive, and reactive technology services provided by Service Provider under an applicable SOW referencing this Addendum A, including monitoring, management, maintenance, cybersecurity, cloud administration, backup, support, and other managed service categories described in Section 3.
- (b) **“Covered Users.”** “Covered Users” means the individual employees, contractors, agents, or other authorized end users of Customer who are included in the Managed Services bundle(s) or quantities stated in an applicable SOW and who receive Managed Services such as identity security, email security, endpoint protection, support, training, licensing administration, or other Managed Services.
- (c) **“Covered Devices.”** “Covered Devices” means Customer-owned, Customer-leased, or Customer-authorized endpoints included in the Managed Services bundle(s) or quantities stated in an applicable SOW, including without limitation desktops, laptops, workstations, mobile devices, tablets, or other end-user computing devices that are enrolled in Managed Tools or otherwise supported under the SOW.



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- (d) **“Covered Systems.”** “Covered Systems” means Customer systems included in an applicable SOW for Managed Services coverage, which may include without limitation servers, virtualized hosts, network appliances (including firewalls, switches, and access points), storage appliances, camera or access-control systems (if managed), cloud tenants, SaaS environments, and other infrastructure components expressly included in the SOW.
- (e) **“Managed Environment.”** “Managed Environment” means the totality of Customer’s users, devices, systems, networks, cloud services, and related technology assets that are within scope of Managed Services under an applicable SOW, and for which Service Provider has been granted the access necessary to provide Managed Services.
- (f) **“Usage Units.”** “Usage Units” means the billable measurement units used to price Managed Services under an applicable SOW, including Covered Users, Covered Devices, Covered Systems, identities, mailboxes, locations, cloud tenants, or other measurable service-consumption units identified in the SOW.
- (g) **“Managed Tools.”** “Managed Tools” means the monitoring, management, security, access control, backup, administrative, automation, licensing, reporting, training, or support platforms and methods used by Service Provider to deliver Managed Services. Managed Tools are not limited to specific product names and may be changed or substituted in accordance with this Addendum and the MSA.
- (h) **“TSP.”** “TSP” (Technology Support Plan) means a bundled labor and support model in which routine Supported Services within the scope of the applicable SOW are provided for a recurring fee, subject to exclusions, limits, Project classification rules, and any other boundaries stated in this Addendum and the SOW. TSP is offered in the following variants, as selected in the SOW:
  - (i) **“TSP Remote Only.”** “TSP Remote Only” means TSP coverage that includes remote Supported Services only. Onsite labor, travel, dispatch, cabling, physical deployments, or other onsite work are excluded and billable at Service Provider’s then-current rates unless the applicable SOW expressly states otherwise.
  - (j) **“TSP with Onsite Included.”** “TSP with Onsite Included” means TSP coverage that includes remote Supported Services and onsite Supported Services to the extent and within any limits expressly stated in the applicable SOW. Any onsite work outside those stated limits is billable.
- (k) **“Block Labor.”** “Block Labor” means a prepaid or retainer-based labor model in which Customer purchases a defined allotment of labor hours or credits to be applied toward Services as described in the SOW, subject to expiration, rollover, overage, and Project rules stated in the SOW and this Addendum.
- (l) **“Time & Materials” or “T&M Labor.”** “T&M Labor” means a labor model under which Services are billed based on actual time spent and materials consumed, at rates, increments, minimums, and terms stated in the SOW.
- (m) **“Supported Services.”** “Supported Services” means Managed Services and labor activities that are expressly included within an applicable SOW referencing this Addendum A and that fall within the normal operation, maintenance, monitoring, and support of the Managed Environment.
- (n) **“Projects.”** “Projects” means work that is outside Supported Services and that is project-based, net-new, transformational, unusually complex, or otherwise non-routine in nature, including without limitation major deployments, migrations, rebuilds, net-new site buildouts, large cabling or wiring jobs, major incident recovery beyond bundled scope, and other work Service Provider reasonably classifies as a Project. Projects require a separate SOW or written change order unless expressly included in an applicable SOW.
- (o) **“Business Hours.”** “Business Hours” means the service window(s), support hours, or coverage hours applicable to the Managed Services, as expressly stated in the applicable SOW. Service Provider has no obligation to provide support outside those hours except as the SOW may provide.
- (p) **“After-Hours.”** “After-Hours” means any time outside the Business Hours stated in the applicable SOW. After-Hours support, if any, is provided only if expressly included in the SOW and is billed at the rates or multipliers stated therein unless included in a bundle.
- (q) **“Service Levels” or “SLAs.”** “Service Levels” and “SLAs” mean any response time, resolution targets, coverage scopes, or performance commitments expressly stated in the applicable SOW (or in any SLA schedule incorporated into that SOW). No Service Levels or SLAs apply unless so stated.
- (r) **“Co-Managed Providers.”** “Co-Managed Providers” means Customer’s internal IT personnel or third-party vendors who share responsibility for administration, configuration, or support of any part of the Managed Environment.



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- (s) **“Legacy Devices / End-of-Life Systems.”** “Legacy Devices” or “End-of-Life Systems” means devices, operating systems, applications, infrastructure, or platforms that are unsupported, end-of-life, end-of-service, or otherwise outside manufacturer or vendor support, or that do not meet Service Provider’s reasonable minimum standards for Managed Services.
- (t) **“Shadow IT / Undisclosed Services.”** “Shadow IT” or “Undisclosed Services” means any hardware, software, SaaS platform, cloud service, network, user group, device type, business application, or other technology component used within Customer’s environment that has not been disclosed to Service Provider and is not included in an applicable SOW.
- (u) **“Deprovisioning.”** “Deprovisioning” means the removal or disabling of Managed Tools, licensing, monitoring, administration, and support coverage from a user, device, or system, such that the asset no longer consumes Managed Services capacity.

### 3. Managed Services Categories

- (a) **Device Monitoring, Management, and Patch Maintenance.** Service Provider may provide proactive and reactive monitoring, management, and maintenance for Covered Devices (and, where applicable, Covered Systems) within the Managed Environment, as specified in an applicable SOW. These services may include, without limitation:
  - (i) monitoring device health, performance, availability, storage, capacity, and critical alerts;
  - (ii) remote access, troubleshooting, incident remediation, and routine support;
  - (iii) patching, updates, and maintenance for supported operating systems and applications;
  - (iv) standardized configuration, policy enforcement, automation, and management scripting aligned with Service Provider’s baseline standards; and
  - (v) asset inventory, lifecycle tracking, and configuration documentation for Covered Devices and supported Covered Systems.

Device monitoring and patch maintenance apply only to supported environments and remain subject to minimum standards, compatibility limitations, and exclusions set forth in this Addendum and the MSA.

- (b) **Endpoint Antivirus / Baseline Endpoint Protection (“AV”).** Service Provider may provide baseline endpoint protection services for Covered Devices where included in a SOW, including without limitation:
  - (i) malware prevention, quarantine, and device-level threat alerting;
  - (ii) policy configuration and update management; and
  - (iii) monitoring of protection health and status reporting.

Baseline endpoint protection may be provided independently or in conjunction with EDR/MDR, depending on the bundle selected in the SOW.

- (c) **Endpoint Detection and Response / Managed Detection and Response (“EDR/MDR”).** Service Provider may provide endpoint detection and response and/or managed detection and response services for Covered Devices and Covered Systems where included in an applicable SOW. EDR/MDR services may include, without limitation:
  - (i) continuous monitoring for malicious activity, suspicious behavior, and endpoint compromise indicators;
  - (ii) automated and/or manual threat containment, isolation, or remediation actions where supported;
  - (iii) alert triage, escalation, and response coordination;
  - (iv) reporting of detected threats and remediation outcomes; and
  - (v) integration with a security operations center (“SOC”) where supported, as described in Section 3(g).

Customer acknowledges that EDR/MDR reduces risk but does not eliminate it, and that major incident recovery or forensic work may be classified as a Project unless expressly included in the SOW.

- (d) **Email Filtering and Threat Protection.** Service Provider may provide email filtering and messaging security services for Customer’s email environment where included in a SOW. Such services may include, without limitation:
  - (i) inbound and outbound email filtering for spam, malware, phishing, impersonation, and other threats;
  - (ii) quarantine, release workflows, and policy enforcement;
  - (iii) domain-level protections where supported by Customer’s environment; and
  - (iv) logging and reporting of email-borne threats.

Effectiveness depends on Customer’s mail platform, DNS posture, licensing tier, and compliance with Provider Advice.



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- (e) **Business Email Compromise (“BEC”) Monitoring and Remediation.** Service Provider may provide detection, monitoring, and remediation services intended to reduce the risk of business email compromise and account takeover within supported SaaS productivity environments, if included in a SOW. Such services may include:
- (i) monitoring for suspicious logins, forwarding rules, OAuth grants, mailbox delegations, or other compromise indicators;
  - (ii) alerting and escalation to Customer Authorized Contacts;
  - (iii) guided containment and remediation steps, including rule cleanup and access resets; and
  - (iv) coordination with upstream providers where necessary.
- Customer acknowledges that BEC monitoring depends on platform compatibility and licensing eligibility and does not guarantee prevention of compromise.
- (f) **Multi-Factor Authentication and Access Control.** Where included in a SOW, Service Provider may provide identity-based access control and multi-factor authentication services for Covered Users, Covered Devices, and Covered Systems, including without limitation:
- (i) deployment and administration of multi-factor authentication for supported systems, applications, cloud environments, and devices;
  - (ii) enforcement of authentication and access policies, including conditional or risk-based access rules where supported;
  - (iii) privileged access standards for administrative accounts; and
  - (iv) monitoring and alerting for anomalous access behavior where available within Managed Tools.
- Customer acknowledges that MFA/access-control effectiveness depends on Customer’s environment, licensing eligibility, and cooperation with Provider Advice, and that refusal to implement required authentication controls may limit coverage or SLAs and may increase risk for which Service Provider is not responsible.
- (g) **Security Operations Center (“SOC”) Monitoring and Integration; Conditional Coverage.** Where included in a SOW, Service Provider may provide SOC-based monitoring and response for certain Managed Services. Customer acknowledges that:
- (i) not all Managed Tools, environments, or service categories are capable of SOC integration or SOC-level telemetry;
  - (ii) SOC integration depends on factors including system compatibility, Customer licensing tier, supported operating systems, upstream vendor capabilities, and the technical ability of Managed Tools to integrate with SOC workflows;
  - (iii) Service Provider will use commercially reasonable efforts to enable SOC integration when the applicable tools and Customer environment support it;
  - (iv) SOC integration may apply only to certain Covered Devices, Covered Systems, or service categories within the Managed Environment as stated or implied by the SOW; and
  - (v) fees for Managed Services are not contingent on SOC integration being available for every asset or user, and remain payable even where SOC-level coverage is partially limited due to Customer environment or compatibility constraints, unless the SOW expressly states otherwise.
- (h) **Backup Services.** Service Provider may provide backup, recovery, and continuity services where included in a SOW. Backup services may include one or more of the following, as specified in the SOW:
- (i) **Cloud-to-Cloud Backup.** Backup of supported SaaS productivity or collaboration environments;
  - (ii) **On-Premises Backup.** Backup of supported on-prem servers, storage, or endpoints;
  - (iii) **Hybrid On-Prem + Cloud Replication.** On-prem backup with cloud replication for redundancy and recovery. Retention periods, backup frequency, testing cadence, restoration objectives (RPO/RTO), and included restoration labor are controlled solely by the SOW. Losses outside backup scope, occurring prior to capture, or caused by Customer delay/refusal to approve remediation remain Customer’s responsibility.
- (i) **Server Monitoring and Management (When Applicable).** Where Customer servers, virtual hosts, or related infrastructure are included as Covered Systems in a SOW, Service Provider may provide server monitoring and management services, including without limitation:
- (i) monitoring of server health, performance, availability, storage, capacity, and critical alerts;



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- (ii) patching, maintenance, and secure baseline configuration for supported server operating systems and virtualization layers where within scope;
- (iii) monitoring of backup status, replication health, and restore readiness where backup services are included; and
- (iv) routine administration necessary to maintain supported operations.

Unsupported or end-of-life servers, or servers not meeting minimum standards, may be excluded or supported only on a best-effort / billable basis as stated in the SOW.

- (j) **Network, Firewall, and Security Appliance Monitoring and Management.** Where Customer network components are supplied or managed by Service Provider and included as Covered Systems in a SOW, Service Provider may provide alert-based monitoring and management for network and security appliances to the extent devices support connectivity and telemetry, including without limitation:

- (i) monitoring of supported firewalls, access points, switches, controllers, VPN appliances, and related security/network devices for health, availability, performance, and critical alerts, to the extent such devices are technically capable of generating alerts and allowing monitoring connectivity (including cloud connectivity and integration with Managed Tools);
- (ii) firmware updates, policy configuration, and baseline hardening for supported devices where within scope;
- (iii) receipt and monitoring of device-generated alerts and telemetry up to the capability of the device and Managed Tools, and escalation or remediation actions based on such alerts; and
- (iv) troubleshooting and remediation of Covered network/security components.

Customer acknowledges that Service Provider generally relies on alerting/telemetry rather than continuous full log ingestion, and that log review is performed only as available, necessary, and applicable to troubleshooting or remediation. Customer further acknowledges that ISP/carrier outages, third-party cabling or wiring outside Provider scope, power conditions, legacy device limitations, and upstream vendor failures are not controlled by Service Provider and may limit outcomes.

- (k) **Password Management Tools and Credential Security.** Where included in a SOW, Service Provider may resell, deploy, configure baseline settings for, and provide initial enablement of a password management or credential-security tool for Covered Users. Such services may include:

- (i) provisioning, deployment, and baseline configuration of the tool within the Managed Environment;
- (ii) onboarding assistance and user enablement as stated in the SOW; and
- (iii) technical support relating to tool access, licensing, or deployment issues within scope.

Customer acknowledges that Customer is responsible for day-to-day administration, user management, credential population, sharing practices, and internal enforcement of password-tool policies, unless an applicable SOW expressly states that ongoing administration is included. Service Provider does not assume responsibility for Customer's internal credential governance, user behavior, or compliance outcomes.

- (l) **Training Services (Instructor-Led).** Service Provider may provide live training sessions for Customer personnel where included in a SOW. Training services may be delivered onsite or remotely and may include technology usage, security practices, process training, or other agreed curricula. Scope, cadence, session length, delivery method, and pricing are defined exclusively in the SOW.

- (m) **Automated / Managed Security Awareness Training.** Where included in a SOW, Service Provider may provide an automated security awareness training program for Covered Users, which may include periodic training content, simulated phishing campaigns, reporting, and user risk tracking. Program scope, cadence, user counts, reporting, and pricing are defined exclusively in the SOW. Customer acknowledges that user engagement affects program effectiveness and that such training reduces—but does not eliminate—risk.

- (n) **Related Managed Service Categories.** Service Provider may offer additional managed security, productivity, monitoring, communications, or administrative service categories from time to time. Such services apply only if expressly included in a SOW referencing this Addendum A. Service Provider may use or substitute functionally equivalent Managed Tools to deliver these services, provided such substitutions do not materially reduce scoped Managed Services.

#### 4. Support Scope; Labor Models; Project Classification



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- (a) **Supported Services Within Scope.** Supported Services include only those Managed Services, quantities, coverage types, and labor models expressly stated in an applicable SOW referencing this Addendum A. Service Provider has no obligation to provide, and Customer has no right to receive, any service not expressly included in the SOW.
- (b) **Labor Models Selected in SOW Control; Default Rule.** Customer's labor entitlement for Supported Services will be one or more of the labor models described in this Section 4, as selected and described in the applicable SOW. If a SOW does not expressly identify a labor model for a given Service category or work type, that labor shall default to Time & Materials ("T&M") and be billable at Service Provider's then-current rates.
- (c) **TSP (Technology Support Plan).** Where selected in a SOW, TSP provides bundled labor and support for routine Supported Services within the Managed Environment, subject to the limits and exclusions in this Addendum and the SOW.
  - (i) **TSP Remote Only.** If the SOW identifies TSP Remote Only, Service Provider will provide remote Supported Services only. Onsite labor, travel, dispatch, cabling, physical deployments, or other onsite work are excluded and billable at Service Provider's then-current rates unless the SOW expressly states otherwise.
  - (ii) **TSP with Onsite Included.** If the SOW identifies TSP with Onsite Included, onsite Supported Services are included only to the extent and within any limits expressly stated in that SOW. Any onsite work outside such limits is billable.
  - (iii) **Reasonable Use / Abuse Prevention.** TSP coverage assumes commercially reasonable use based on the Managed Environment defined in the SOW. Repetitive issues caused by Customer misconduct, failure to follow Advice, unmanaged/unsupported assets, Shadow IT, or Co-Managed Provider interference may be treated as out-of-scope, billable labor, or Projects in Service Provider's reasonable discretion.
- (d) **Block Labor.** Where selected in a SOW, Block Labor provides a prepaid allotment of labor hours or credits to be applied toward Supported Services.
  - (i) Block Labor may be subject to expiration, rollover limits, overage rates, minimum increments, and other terms stated in the SOW.
  - (ii) When Block Labor is exhausted, additional labor is billed at T&M rates unless another labor model applies.
- (e) **Time & Materials ("T&M") Labor.** T&M Labor applies where selected in a SOW or by default under Section 4(b) and is billed based on actual time spent and materials consumed.
  - (i) Rates, billing increments, onsite minimums, After-Hours multipliers, dispatch fees, and related terms are controlled solely by the applicable SOW.
  - (ii) Service Provider may require written authorization before performing T&M work beyond any estimate or threshold stated in the SOW.
- (f) **Service Windows, Response Targets, and After-Hours Coverage.** Business Hours, SLAs, response targets, resolution expectations, escalation rules, and After-Hours availability vary by Customer and engagement.
  - (i) Such terms apply only if expressly stated in the applicable SOW (or in an SLA schedule incorporated into that SOW).
  - (ii) If not stated, no SLA, response time, or After-Hours obligation applies.
  - (iii) Any After-Hours support provided outside the SOW is billable at Service Provider's then-current After-Hours rates.
- (g) **Out-of-Scope Work.** Any service not expressly included in the SOW is out of scope, including work related to assets, users, or systems that are not Covered Users, Covered Devices, or Covered Systems.
  - (i) Out-of-scope work may be declined or performed at Service Provider's discretion as billable labor.
  - (ii) Service Provider may require a change order or separate SOW before commencing out-of-scope work.
- (h) **Project Classification.** Projects require a separate SOW or written change order unless expressly included in the applicable SOW. Project timelines, pricing, assumptions, and acceptance criteria are governed exclusively by the Project SOW. Service Provider may classify work as a Project when it is outside routine Supported Services, including without limitation:
  - (i) net-new implementations, rollouts, or deployments;
  - (ii) migrations, restructures, rebuilds, re-architectures, or major upgrades;
  - (iii) large-scale remediation, incident recovery, or environment hardening beyond bundled scope;
  - (iv) multi-site buildouts, cabling/wiring programs, camera installations, or complex physical deployments;



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- (v) work driven by Customer environment failing minimum standards;
  - (vi) work required due to Shadow IT, undisclosed assets, unsupported systems, or Co-Managed Provider actions; or
  - (vii) any other non-routine effort that materially exceeds standard monitoring, maintenance, or support.
- (i) **Customer Cooperation Requirement.** Customer shall provide timely access, approvals, credentials, and cooperation necessary for Supported Services.
- (i) Delays caused by Customer (including delayed approvals, incomplete prerequisites, withheld access, or inability to contact Authorized Contacts) may extend timelines and result in billable labor.
  - (ii) Service Provider is not responsible for SLA impacts, downtime, security incidents, or cost increases caused by Customer delay or non-cooperation.
- (j) **Third-Party and Legacy Limitations.** Supported Services do not include responsibility for failures, outages, delays, or defects caused by third-party providers, Customer-retained vendors, carriers, ISP performance, or unsupported Legacy Devices/End-of-Life Systems, except to the limited extent expressly stated in the SOW.
- (k) **No Guarantee of Uninterrupted or Error-Free Support.** Service Provider does not guarantee uninterrupted support availability, error-free operation, or specific outcomes. Support effectiveness depends on Customer environment condition, system compatibility, vendor dependencies, and Customer cooperation.
- (l) **No Issues Found.** If Customer requests service and Service Provider determines no issue exists, the issue cannot be reproduced, or access/personnel are unavailable, the work remains billable at the applicable rates.
5. **Compatibility; Minimum Standards; Usage Changes**
- (a) **Compatibility Limitations.** Customer acknowledges that certain Managed Services and Managed Tools may not be compatible with every environment, device type, operating system, application, cloud tenant, licensing tier, or configuration, including without limitation legacy or end-of-life systems, unsupported operating systems, certain hardware architectures, or environments lacking required connectivity or permissions.
- (i) Service Provider will use commercially reasonable efforts to recommend workarounds or alternate solutions where feasible.
  - (ii) Customer remains responsible for maintaining an environment that meets Service Provider’s reasonable minimum standards for supported delivery of the Managed Services.
  - (iii) Unless the applicable SOW expressly states otherwise, Customer’s fees remain payable even where a Managed Service or Managed Tool is partially limited due to Customer compatibility constraints, environment conditions, or third-party limitations.
- (b) **Minimum Standards and Remediation Requirements.** Service Provider may establish reasonable minimum standards required for Services to be delivered safely and effectively, including requirements related to supported operating systems, firmware/current patch levels, hardware health, licensing eligibility, network posture, access permissions, and baseline security controls.
- (i) Service Provider may provide written recommendations (“Advice”) describing required remediation, upgrades, replacements, licensing changes, or configuration updates.
  - (ii) Customer shall implement such remediation at its own cost unless otherwise stated in an SOW.
  - (iii) If Customer declines or delays required remediation, Service Provider may:
    - (A) exclude affected assets from Managed Services;
    - (B) provide services only on a best-effort basis without SLA commitment;
    - (C) reclassify related work as billable T&M or a Project; and/or
    - (D) adjust pricing to reflect increased risk or effort.
- Service Provider may require replacement of chronically failing or unsuitable equipment as a condition of continued coverage. If Customer declines, Service Provider may exclude such assets, provide best-effort support, or reclassify related work as billable labor or a Project.
- (c) **Customer Duty to Notify of Usage Changes.** Customer shall promptly notify Service Provider in writing of changes to Covered Users, Covered Devices, Covered Systems, locations, networks, cloud tenants, or other Usage Units that may affect Managed Services scope or pricing (“Usage Changes”), including without limitation: hires, terminations, role changes, device additions/removals, server additions/removals, location changes, acquisitions, divestitures, or major system migrations.



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- (i) Customer shall maintain accurate and current rosters and asset lists as reasonably requested by Service Provider.
  - (ii) Customer shall designate Authorized Contacts responsible for approval and verification of Usage Changes.
  - (iii) Customer's failure to provide timely and accurate Usage Change notice may delay support, impair Services, or increase security risk for which Service Provider is not responsible.
  - (d) Undisclosed or Unapproved Assets ("Shadow IT").** Assets, users, systems, applications, cloud services, or locations not disclosed to Service Provider and not included in an applicable SOW are out of scope.
    - (i) If Service Provider discovers Shadow IT or otherwise identifies undisclosed Usage Units that are consuming Managed Services capacity or Managed Tools (including by auto-enrollment, network discovery, security telemetry, or Customer request), Service Provider may:
      - (A) require Customer to execute a change order or new SOW to bring such Usage Units into scope;
      - (B) bill for such Usage Units retroactively to the date Service Provider reasonably determines they began consuming Managed Services; and/or
      - (C) remove Managed Tools or decline support for such Usage Units until properly scoped.
    - (ii) Customer acknowledges that leaving Managed Tools on devices that Customer claims have been removed from service, repurposed, or transferred may continue to consume licenses and monitoring capacity. Fees remain payable until Service Provider confirms Deprovisioning.
  - (e) Pro-Rata and Additional Usage Charges.** Unless otherwise expressly stated in an applicable SOW, Managed Services bundles typically assume a base allocation of one (1) device and one (1) user per bundle unit.
    - (i) Users without devices, devices shared by multiple users, users with multiple devices, systems added outside baseline counts, or other non-standard ratios may be billed:
      - (A) pro-rata,
      - (B) at an additional per-unit rate, or
      - (C) under a revised bundle,
      - (D) as reasonably determined by Service Provider and reflected on the next invoice cycle.
    - (ii) Customer authorizes Service Provider to adjust recurring fees to reflect net increases in Usage Units and to invoice for such increases beginning on the effective date of the Usage Change, whether discovered by Customer notice or Service Provider verification.
  - (f) Removal of Usage Units; Billing Continues Until Deprovisioned.** Reductions in Usage Units do not reduce fees until Deprovisioning is completed and verified.
    - (i) Customer must submit removal requests through an Authorized Contact in writing.
    - (ii) Deprovisioning timing depends on the Managed Tool, licensing cycle, and technical constraints.
    - (iii) Fees remain due for removed Usage Units until the earliest of:
      - (A) the date Deprovisioning is verified by Service Provider; or
      - (B) the next renewal/billing boundary for upstream licenses, if earlier removal is not technically or contractually permitted.
  - (g) Effect of Customer-Initiated Environment Changes.** Customer shall not materially change, migrate, replace, reconfigure, or add to the Managed Environment in a manner that affects Service delivery without prior written notice to Service Provider.
    - (i) Service Provider is not responsible for failures, security exposure, performance issues, or remediation labor caused by Customer-initiated changes performed without Provider review or approval.
    - (ii) Remediation required due to unapproved environment changes is billable T&M or may be treated as a Project.
  - (h) Wireless/Network Reliability Disclaimer.** Network and wireless performance is dependent on Customer site conditions, interference, ISP/carrier performance, and third-party infrastructure. Service Provider does not guarantee wireless throughput, coverage, or uptime absent a specific SOW commitment.
- 6. Exclusions; Customer Responsibilities; Co-Managed Environments**
- (a) Excluded Services.** Unless expressly included in an applicable SOW, Managed Services do not include:
    - (i) support for Legacy Devices / End-of-Life Systems;
    - (ii) support for third-party or line-of-business applications not expressly listed as Covered Systems in the SOW;



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- (iii) development, programming, customization, or code-level modification of any application or workflow;
- (iv) new installations, major upgrades, migrations, re-architectures, or other Project work;
- (v) physical moves, adds, changes, wiring, cabling, camera installs, or construction-type work;
- (vi) after-hours, holiday, weekend, or emergency support;
- (vii) on-site labor, travel time, or dispatch fees;
- (viii) data recovery, forensic investigation, extensive incident remediation, or legal/regulatory response services;
- (ix) compliance program ownership, audits, risk assessments, or formal certification efforts;
- (x) replacement hardware, parts, consumables, shipping, or vendor fees; or
- (xi) services required due to Customer's failure to meet minimum standards or follow Advice.

Excluded items may be performed only under a separate SOW or as billable T&M labor at Service Provider's discretion.

**(b) Customer Responsibilities.** Customer is responsible for:

- (i) maintaining accurate lists of Covered Users, Covered Devices, and Covered Systems;
- (ii) promptly notifying Service Provider of Usage Changes under Section 5;
- (iii) following Service Provider's written Advice regarding remediation, upgrades, replacements, licensing changes, or security controls;
- (iv) providing timely access to systems, facilities, personnel, and required credentials;
- (v) ensuring that Authorized Contacts are available to approve changes, answer questions, and validate scope;
- (vi) enforcing internal user policies, acceptable use standards, and security training participation; and
- (vii) maintaining appropriate backups of data not covered under an applicable SOW.

Service Provider is not responsible for delays, security exposure, downtime, or additional costs caused by Customer's failure to meet these responsibilities.

**(c) Co-Managed Environments.** If Customer uses internal IT staff or third-party vendors ("Co-Managed Providers") who share responsibility for any part of the Managed Environment:

- (i) Service Provider is not responsible for errors, omissions, misconfigurations, or outages caused by Co-Managed Providers;
- (ii) Service Provider is not obligated to remediate unauthorized changes introduced by Co-Managed Providers except as billable T&M labor or a Project;
- (iii) Service Provider may require Customer to designate a single authoritative party for approvals and technical direction to avoid conflicting guidance; and
- (iv) Service Provider may suspend or limit Services if Co-Managed Providers materially interfere with safe delivery of Managed Services.

**(d) Third-Party and Upstream Provider Limitations.** Customer acknowledges that certain Managed Services depend on third-party vendors, carriers, cloud providers, licensors, or manufacturers. Accordingly:

- (i) Service Provider does not control such third parties and is not liable for their failures, outages, defects, delays, or security events;
- (ii) third-party warranties and service levels apply exclusively as provided by those vendors; and
- (iii) Service Provider may replace or modify upstream vendors or Managed Tools where reasonably necessary, provided such changes do not materially reduce Services under an active SOW.

**(e) Customer Refusal or Delay of Required Actions.** If Customer refuses, delays, or fails to complete required remediation, upgrades, replacements, licensing changes, security controls, or other Advice necessary for safe and supported delivery of Managed Services:

- (i) Service Provider may exclude the affected assets from coverage;
- (ii) any related support may be provided only on a best-effort basis without SLA commitment;
- (iii) required remediation work is billable T&M or may be treated as a Project; and
- (iv) Service Provider will not be liable for resulting downtime, performance degradation, security incidents, or compliance impacts.

**(f) No Circumvention / Administrative Access Risk.** Customer shall not bypass, disable, or materially alter Managed Tools or Provider-maintained configurations without written approval. If Customer requires Provider to grant administrative or root-level access to Customer personnel or third parties:



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- (i) Customer assumes all risk arising from such access; and
- (ii) remediation of issues caused by such access is billable and may be treated as a Project.

### 7. Fees; Billing Adjustments; Invoicing

- (a) **Fees Defined in SOW.** Customer shall pay all Managed Services fees, tool/subscription fees, labor charges, and other amounts stated in the applicable SOW(s) referencing this Addendum A. Unless an SOW expressly states otherwise:
  - (i) recurring Managed Services fees are invoiced monthly in advance; and
  - (ii) billable labor, Projects, hardware, pass-through licensing, and one-time charges are invoiced as incurred or upon order.
- (b) **Usage-Based Billing and Automatic Adjustments.** Customer acknowledges that recurring Managed Services fees are usage-based and tied to the Covered Users, Covered Devices, Covered Systems, and other Usage Units defined in the applicable SOW.
  - (i) If Usage Units increase, Customer authorizes Service Provider to adjust recurring monthly charges automatically to reflect the increased usage beginning on the effective date of the change, whether identified by Customer notice or Service Provider verification.
  - (ii) Such adjustments may include pro-rata charges for partial billing periods and will appear on the next invoice cycle unless the SOW states a different true-up method.
  - (iii) If Usage Units decrease, fee reductions (if any) apply only after Deprovisioning is completed and verified under Section 5(f), and subject to upstream licensing or minimum fee commitments stated in the SOW.
- (c) **Bundle Assumptions and Non-Standard Ratios.** Unless otherwise stated in an SOW, bundle pricing assumes a base ratio of one (1) user and one (1) device per bundle unit.
  - (i) Users without devices, devices shared by multiple users, users with multiple devices, servers or systems added outside baseline counts, or other non-standard ratios may be billed pro-rata or at additional per-unit rates as reasonably determined by Service Provider and reflected in the invoice.
  - (ii) Customer agrees that Managed Tools deployed to or benefiting additional Usage Units may be billed regardless of whether Customer expressly requested their enrollment if such enrollment results from Customer environment changes or undisclosed additions.
- (d) **Pass-Through Costs.** Customer is responsible for all pass-through costs imposed by upstream vendors, licensors, carriers, cloud providers, distributors, or manufacturers, including increases, minimum commitments, or non-cancelable charges.
  - (i) Pass-through increases may be invoiced as incurred and are not subject to percentage caps unless the SOW expressly states otherwise.
  - (ii) If an upstream vendor requires a longer commitment term or minimum quantity to provide services, Customer agrees to those requirements to the extent they are necessary to deliver the scoped Managed Services.
- (e) **Disputes and Payment Terms.** Billing disputes and payment terms are governed by the MSA and the applicable SOW. Customer must timely pay all undisputed amounts. Service Provider may suspend Services for non-payment as permitted under the MSA.
- (f) **No Conditional Payment.** Customer's obligation to pay fees is not contingent upon achieving any particular business outcome, security outcome, regulatory outcome, or tool-functionality percentage, except as expressly stated in an SOW.
- (g) **Survival.** Payment obligations, pass-through commitments, non-cancelable licensing charges, and fees accrued prior to termination survive expiration or termination of the applicable SOW and/or the MSA.

### 8. Managed Tools; Substitutions; Limitations

- (a) **Managed Tools Used to Deliver Services.** Customer acknowledges that Service Provider uses third-party and proprietary software platforms, agents, connectors, monitoring utilities, security services, cloud services, and related tools ("Managed Tools") to deliver the Managed Services.
  - (i) Managed Tools may be deployed on Covered Devices, integrated with Covered Systems, or connected to Customer cloud environments as required to provide the Services described in the applicable SOW.



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- (ii) Customer grants Service Provider permission to install, configure, update, and maintain Managed Tools on Covered Devices and Covered Systems, and to connect Managed Tools to Customer cloud tenants, networks, and accounts as reasonably necessary to provide Services.
  - (iii) Customer shall not remove, disable, tamper with, or materially alter Managed Tools without Service Provider's prior written consent.
  - (iv) Customer authorizes Service Provider to access, modify, configure, and administer Customer systems and data as reasonably necessary to perform Managed Services, including applying patches, adjusting configurations, and removing malicious or unnecessary components consistent with industry practice.
- (b) Limitations of Managed Tools.** Customer acknowledges that Managed Tools may have functional or technical limits based on environment type, operating system, licensing tier, configuration, network posture, or third-party dependencies.
- (i) Managed Tools may not support certain assets or users, including without limitation legacy operating systems, end-of-life hardware, certain device classes, non-standard environments, or platforms lacking required permissions or connectivity.
  - (ii) Service Provider may still bill for a Managed Service or Managed Tool even where such limitations prevent full functionality on some assets, unless the applicable SOW expressly provides otherwise.
  - (iii) Customer remains responsible for maintaining compatibility prerequisites and minimum standards required for Managed Tools to function as intended.
- (c) Tool Substitutions and Provider Discretion.** Service Provider may, in its reasonable discretion, replace, upgrade, substitute, or modify Managed Tools used to deliver Managed Services, provided such changes do not materially reduce the scope of Services under an active SOW.
- (i) Substitutions may be made due to vendor discontinuation, security vulnerabilities, capability improvements, integration requirements, performance issues, cost changes, or changes in industry standards.
  - (ii) If a substitution materially impacts Customer's environment or requires Customer action, Service Provider will provide reasonable notice where practicable.
  - (iii) Customer shall reasonably cooperate with substitutions, including providing access, approvals, and licensing adjustments where needed.
- (d) Upstream Terms and End User Agreements.** Managed Tools and any related third-party services are subject to upstream vendor terms, EULAs, platform rules, carrier requirements, and licensing limitations.
- (i) Customer authorizes Service Provider to accept upstream terms on Customer's behalf to the extent needed to enable Services, and Customer agrees to comply with such terms.
  - (ii) Service Provider does not warrant third-party uptime, feature availability, roadmap continuity, or licensing eligibility.
  - (iii) If upstream terms change in a manner that materially affects the Managed Services, Service Provider may propose a revised SOW or pass through required changes in pricing or scope.
- (e) Removal of Managed Tools Upon Termination.** Upon termination or expiration of an applicable SOW, Service Provider may remove or disable Managed Tools from Customer systems and devices, except where removal is restricted by upstream vendor process or Separate Hardware Agreements.
- (i) Removal labor is billable T&M unless expressly included in the SOW.
  - (ii) Customer acknowledges that Managed Tools may require a transition period to fully deprovision.
- 9. Term; Suspension; Transition**
- (a) Addendum Term.** This Addendum A becomes effective on the Effective Date of the MSA and remains in effect for so long as the MSA remains in effect. This Addendum A applies only to those SOWs that expressly reference it.
- (b) SOW Term Controls.** The term, renewal structure, and any minimum commitment period for Managed Services are defined exclusively in the applicable SOW.
- (i) The expiration or termination of a SOW ends Managed Services only for that SOW.
  - (ii) Termination of services under one SOW does not terminate the MSA or any other active SOWs.
- (c) Suspension for Cause.** Service Provider may suspend all or part of Managed Services under an applicable SOW, without liability, during any period in which:
- (i) Customer is in material breach of the MSA, this Addendum, or the SOW (including non-payment);



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- (ii) Customer fails to provide required access, approvals, prerequisites, or cooperation;
  - (iii) Customer refuses or delays required remediation or minimum-standard actions;
  - (iv) Customer's environment presents a material security risk to Service Provider systems, other customers, or upstream vendors; or
  - (v) Customer or its Co-Managed Providers interfere with Managed Tools or safe delivery of Services.
- (d) Effect of Suspension.** During suspension:
- (i) recurring Managed Services fees continue to accrue unless the SOW expressly states otherwise;
  - (ii) Service Provider has no SLA or response-time obligation; and
  - (iii) remediation or restart labor is billable T&M unless included in the SOW.
- (e) Transition Assistance. Upon termination or expiration of an applicable SOW, Customer may request transition assistance.**
- (i) Transition assistance is provided at Service Provider's discretion and billed as T&M unless expressly included in a SOW.
  - (ii) Service Provider may require all undisputed balances to be paid in full before providing transition assistance.
  - (iii) Transition assistance may include, as applicable: credential export, documentation handoff, device/tool deprovisioning, or coordination with a replacement provider.
  - (iv) Service Provider does not guarantee successful transition outcomes where dependent on third parties, Customer delays, incomplete asset rosters, or unsupported environments.
- (f) Deprovisioning and Tool Removal.** Following SOW termination, Service Provider may remove or disable Managed Tools and revoke access to Provider systems, portals, or services associated with that SOW.
- (i) Deprovisioning timing may depend on vendor cycles, technical constraints, or security requirements.
  - (ii) Labor for deprovisioning or removal is billable T&M unless the SOW expressly includes it.
  - (iii) Customer acknowledges that incomplete deprovisioning due to Customer delay, missing approvals, or upstream restrictions may extend the billing period as stated in Section 5(f).
- (g) Survival.** Sections related to billing, pass-through commitments, Managed Tool restrictions, limitation of liability, exclusions, confidentiality, transition assistance, audit/verification rights (if any are added later), and any other provisions that by their nature should survive, shall survive termination or expiration of the applicable SOW and this Addendum A.
- 10. Order of Precedence; Miscellaneous Managed Services Terms**
- (a) Order of Precedence.** This Addendum A is incorporated into the MSA and applies only where a SOW expressly references it.
- (i) If a conflict exists among documents, the order of precedence is:
    - (A) the applicable SOW (for the specific Services described therein);
    - (B) this Addendum A (for Managed Services subject matter); and
    - (C) the MSA Online Terms / Short Form (for all other matters).
  - (ii) No term in this Addendum A expands scope, SLAs, labor entitlements, or pricing beyond what is stated in the applicable SOW.
- (b) No Compliance Guarantee.** Managed Services may support Customer's security, availability, or compliance objectives, but do not guarantee compliance with any law, regulation, standard, or framework unless an applicable SOW expressly states otherwise.
- (i) Customer remains solely responsible for its legal and regulatory compliance program.
  - (ii) Any compliance audits, certifications, formal assessments, or remediation programs are out of scope unless included in a SOW.
- (c) Security Is Risk Reduction, Not Elimination.** Customer acknowledges that no security solution is infallible and that incidents may occur despite Managed Services.
- (i) Service Provider makes no guarantee that threats will be prevented, detected, or remediated in all circumstances.
  - (ii) Incident response beyond routine Managed Services may be treated as a Project or billable T&M unless included in the SOW.



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- (d) Customer Policies and End-User Conduct.** Customer is responsible for establishing and enforcing internal policies governing user access, acceptable use, credential handling, device care, data governance, and training participation.

  - (i) Service Provider is not responsible for losses caused by Customer end-user conduct, policy failures, or internal governance gaps.
  - (ii) Remediation driven by repeated user misconduct or policy failures may be classified as out-of-scope, billable labor, or a Project.
- (e) No Third-Party Beneficiaries.** Managed Services are provided solely for Customer’s benefit. No third party may rely on or enforce this Addendum A or any SOW.
- (f) Survival.** This Section 10 and any provisions that by their nature should survive — including billing obligations, exclusions, Managed Tool restrictions, limitation of liability cross-references, and transition obligations — survive termination or expiration of the applicable SOW and the MSA to the extent necessary for enforcement.



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### Addendum B – VOIP Services

This VoIP Services Addendum (“Addendum B”) is incorporated into and governed by the Master Services Agreement (“MSA”) between Citadel Managed Services Colorado d/b/a CommWest (“Service Provider”) and Customer (“Customer”). Capitalized terms not defined herein have the meanings set forth in the MSA. This Addendum B applies only to Statements of Work (“SOWs”) that expressly reference it.

#### 1. Purpose; Relationship to MSA and SOW

- (a) **Purpose.** This Addendum B (the “VoIP Services Addendum”) sets forth the terms, conditions, and service-category descriptions applicable to Service Provider’s voice, telephony, and VoIP-related services (collectively, “VoIP Services”). This Addendum is intended to define the types of VoIP Services that may be offered and the general rules governing their delivery, without listing specific product names, carrier names, or fixed service bundles.
- (b) **Bundles, Tiers, and Commercial Terms Defined Only in SOW.** Customer acknowledges that Service Provider offers VoIP Services in bundles, tiers, packages, seat counts, numbers, usage models, or other commercial structures. The specific VoIP Services selected by Customer, including quantities, inclusions, exclusions, pricing, term, renewal, service windows, SLAs, labor entitlements, pass-through charges, and other commercial terms, are defined exclusively in the applicable SOW. Nothing in this Addendum obligates Service Provider to provide any VoIP Service unless expressly included in a SOW.
- (c) **Service Documents and Order of Precedence.** Each SOW may reference and incorporate additional addendums, exhibits, schedules, authorization forms (including letters of authorization for number porting), or other written attachments applicable to the VoIP Services described therein (collectively, “Service Documents”). Only those Service Documents expressly identified in a given SOW shall apply to that engagement. In the event of a conflict between documents, the order of precedence stated in the MSA shall apply, and an applicable SOW will govern for the specific VoIP Services, deliverables, service levels, and pricing described therein.
- (d) **SOW Required for Services.** Execution of this Addendum or the MSA does not obligate either Party to enter into any SOW. Service Provider has no obligation to deliver VoIP Services unless and until an SOW is executed by authorized representatives of both Parties and references this Addendum.
- (e) **Right to Use and Substitute VoIP Platforms and Upstream Providers.** Customer acknowledges that VoIP Services are delivered using Service Provider-selected platforms, carriers, software, endpoints, and related methods (collectively, “VoIP Tools”), including solutions provided by third-party upstream providers. Service Provider may replace, substitute, or modify VoIP Tools or upstream providers at its commercially reasonable discretion, provided such substitution does not materially reduce the VoIP Services expressly stated in an active SOW. Customer agrees to reasonably cooperate with substitutions required due to vendor discontinuation, regulatory changes, security vulnerabilities, capability improvements, integration needs, performance issues, or changes in industry standards.

#### 2. Definitions (VoIP Services–Specific). For purposes of this Addendum B and any SOW that expressly references it, the following definitions apply:

- (a) **“VoIP Services.”** “VoIP Services” means the voice-over-IP, cloud PBX/hosted PBX, UCaaS, SIP trunking (if applicable), telephone number services, and related support, administration, and routing services provided by Service Provider under an applicable SOW referencing this Addendum B.
- (b) **“PBX” (Private Branch Exchange).** “PBX” means the call-control / phone-system platform that provides extensions, call routing, auto-attendants, voicemail, ring groups, queues, call rules, and related telephony features for Customer’s users.
- (c) **“VoIP.”** “VoIP” (Voice over Internet Protocol) means the transport method by which voice calls are carried over IP networks (internet or private WAN) rather than legacy analog or PRI lines.
- (d) **“Cloud PBX / Hosted PBX / UCaaS Platform.”** “Cloud PBX” / “Hosted PBX” / “UCaaS Platform” means a PBX function hosted in a provider cloud environment to which Customer endpoints register over the internet. The specific platform partner is selected by Service Provider and identified in the SOW.
- (e) **“Covered Seats / Covered Users.”** “Covered Seats” or “Covered Users” means the individual end users, extensions, or named/unnamed accounts included in the VoIP Services quantities stated in the applicable SOW.



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- (f) **“Endpoints.”** “Endpoints” means telephony devices or applications used to access VoIP Services, including desk phones, softphones, mobile apps, conference phones, or other compatible devices. Endpoints may be Customer-owned or provided by Service Provider as stated in the SOW.
- (g) **“Telephone Numbers / DIDs.”** “Telephone Numbers” or “DIDs” (Direct Inward Dial numbers) means local or toll-free numbers assigned for use with the VoIP Services. Customer acknowledges that Telephone Numbers are provisioned through an upstream carrier and are not owned by Customer; Customer receives a right to use such numbers during the term of the applicable SOW, subject to porting rights and upstream rules.
- (h) **“Porting / LNP.”** “Porting” or “Local Number Portability (LNP)” means the process of transferring Telephone Numbers between carriers.
  - (i) “Port-In” means transferring Customer’s existing number(s) from a prior provider to the VoIP Services platform.
  - (ii) “Port-Out” means transferring number(s) from the VoIP Services platform to another provider at Customer request.

Porting timelines, feasibility, and acceptance are controlled by upstream carriers; delays or rejections caused by Customer data errors, prior carriers, or third parties are not the responsibility of Service Provider.
- (i) **“E911 / Emergency Calling.”** “E911” means enhanced 911 service that routes emergency calls to the correct public safety answering point based on the caller’s registered location and supplies address/ELIN information to responders. Customer is responsible for providing accurate location data for each Covered Seat/Endpoint and keeping it current.
- (j) **“Registered Locations.”** “Registered Locations” means physical service addresses, sites, or ELIN-mapped locations associated with Covered Seats/Endpoints for E911 routing, taxation, and number assignment purposes, as defined in the SOW or in required porting/E911 forms.
- (k) **“Upstream Provider / Carrier.”** “Upstream Provider” means the third-party cloud PBX vendor, SIP/telecom carrier, or other provider through which VoIP Services are delivered. Customer acknowledges that certain functional limits, SLAs, numbering rules, and regulatory obligations flow down from the Upstream Provider.
- (l) **“Routine Administration.”** “Routine Administration” means normal, non-project changes and support for the VoIP Services within the standard feature set, such as user adds/removes (within Covered Seats), extension changes, call routing/ring group adjustments, auto-attendant or greeting updates, basic troubleshooting, and similar recurring tasks, as further described in the SOW. Routine Administration is included in the recurring VoIP Services fee unless the SOW states otherwise.
- (m) **“Non-Routine Work / Projects.”** “Non-Routine Work” or “Projects” means work that is unusual, complex, net-new, outside Routine Administration, or caused by Customer environment issues or third-party systems (other than the Upstream Provider). Projects require a separate SOW or are billable at T&M rates, as determined by Service Provider.
- (n) **“Remote Support.”** “Remote Support” means VoIP support delivered without onsite dispatch, via phone, email, portal, or remote session.
- (o) **“Onsite Support / Trip Charge.”** “Onsite Support” means physical dispatch to Customer premises for VoIP Services. Onsite Support is not included unless the SOW expressly includes it; otherwise it may require a trip/dispatch charge and billable labor at rates stated in the SOW.
- (p) **“Service Outage.”** “Service Outage” means a material interruption of Customer’s ability to place or receive calls through the Cloud PBX platform that is attributable to the Upstream Provider or Service Provider systems, excluding outages caused by Customer ISP failures, LAN/WAN issues, power loss, misconfiguration by Customer/third parties, or force majeure.
- (q) **“CPNI.”** “CPNI” (Customer Proprietary Network Information) means call detail records, usage data, and related telecom account information generated through VoIP Services. CPNI is handled in accordance with upstream telecom rules and the confidentiality/data-use provisions of the MSA and upstream terms.
- (r) **“Usage Units (VoIP).”** “Usage Units” means the billable measures used to price VoIP Services under the SOW, including Covered Seats, active extensions, Telephone Numbers/DIDs, concurrent call paths, trunk capacity, endpoints, locations, or other units stated in the SOW.

### 3. VoIP / Cloud PBX Service Categories and Scope



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- (a) **VoIP / Cloud PBX Service Categories and Scope.** Where included in an applicable SOW, Service Provider may provide one or more of the following hosted voice and related services (collectively, “VoIP Services”). Specific quantities, features, bundles, and pricing are defined only in the SOW.
  - (b) **Hosted Voice / Cloud PBX Functionality**
    - (i) **Core Call Control.** Hosted call-control services enabling Customer to use extensions, direct inward dial (“DID”) numbers, ring groups, auto attendants, voicemail, call routing, and related PBX features delivered via a cloud platform.
    - (ii) **Endpoints and Client Applications.** Support for compatible desk phones, softphones, mobile apps, and/or other endpoints that register to the cloud PBX, to the extent included in the SOW and supported by the Customer environment.
  - (c) **SIP / Trunking and PSTN Connectivity**
    - (i) **Calling Connectivity.** Provisioning of SIP trunking or equivalent connectivity for inbound/outbound calling, including local and long-distance calling as scoped in the SOW.
    - (ii) **Carrier Interdependence.** Customer acknowledges that PSTN connectivity depends on upstream carrier networks and may be impacted by carrier outages or routing events outside Service Provider’s control.
  - (d) **Direct Inward Dial Numbers (“DIDs”) and Numbering Rights**
    - (i) **Assignment, Not Ownership.** DIDs and toll-free numbers assigned for the Service are provided for Customer’s use but remain controlled by the upstream provider; Customer does not own assigned numbers. Upon termination, numbers may be reclaimed or reassigned unless properly ported out.
    - (ii) **Number Availability.** DID availability is subject to upstream inventory.
    - (iii) **Fees.** DID quantities, toll-free quantities, and any associated recurring or one-time charges are controlled exclusively by the SOW.
  - (e) **Number Porting (Local and Toll-Free)**
    - (i) **Port-In.** At Customer’s request and where supported, Service Provider will coordinate port-in of existing numbers. Customer must provide accurate CSR/billing information and execute any required Letters of Authorization (“LOAs”). Upstream delays or rejections attributable to Customer, Customer’s prior carrier, or third parties are not Service Provider’s responsibility.
    - (ii) **Port-Out.** Customer may request port-out through standard LOA processes. Customer remains responsible for monthly service fees and terms for any number until port-out completes and the associated service is terminated in writing.
    - (iii) **Prior Carrier Charges.** Customer is solely responsible for any early-termination fees or other charges imposed by its prior or losing carrier.
  - (f) **911 / E911 Emergency Calling**
    - (i) **E911 Setup Required.** Customer must provide accurate physical location information for each registered number/endpoint and must update locations promptly when users move. Customer acknowledges that E911 behavior depends on correct location registration and upstream carrier routing.
    - (ii) **Limitations.** E911 may not route correctly if a user’s physical location differs from their registered address or if connectivity/power is unavailable.
4. **Support Scope; Labor Model; Service Levels.** VoIP Services support and labor are governed by the applicable SOW and this Section 4.
- (a) **Routine Support Included.** Unless an applicable SOW expressly states otherwise, Customer’s recurring VoIP Services fees include routine administration and support required for normal operation of the hosted voice environment (“Routine Support”). Routine Support typically includes standard user/extension changes, basic call-flow updates within normal platform capabilities, routine troubleshooting of supported endpoints, and coordination with upstream provider support for ordinary carrier/platform issues.
  - (b) **Remote by Default.** VoIP Services support is performed remotely unless an applicable SOW expressly provides onsite coverage. Customer acknowledges that most VoIP support can be completed remotely and that remote support is the default delivery method.
  - (c) **Onsite Support; Trip Charges.** If onsite work is requested by Customer or determined necessary by Service Provider:
    - (i) onsite labor is billable at Service Provider’s then-current rates unless included in the SOW; and



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- (ii) Service Provider may charge a dispatch/trip fee and/or minimum onsite labor increment, as stated in the SOW or Service Provider's then-current rate schedule.
  - (d) **Out-of-Scope and Project Work.** Work is out of scope and billable under a separate SOW or as T&M labor when Service Provider reasonably determines it is non-routine, unusually complex, transformational, or project-based ("Projects"). Projects may include, without limitation:
    - (i) net-new system deployments, multi-site rollouts, or full platform migrations;
    - (ii) complex auto-attendant, call-routing, or queue engineering beyond standard templates;
    - (iii) recovery or rebuilds after major incidents not caused by upstream provider failures;
    - (iv) large-scale endpoint refreshes or physical phone moves requiring onsite coordination; or
    - (v) work required due to Customer's environment not meeting prerequisites.
  - (e) **Customer / Third-Party Caused Issues.** Troubleshooting or remediation required due to causes outside Service Provider's upstream VoIP provider is out of scope and billable, including without limitation:
    - (i) Customer ISP, LAN/WAN, power, firewall, VLAN, QoS, or internal network problems;
    - (ii) Customer misconfigurations, unauthorized changes, or unsupported endpoint use;
    - (iii) issues caused by Customer-retained vendors or Co-Managed Providers; or
    - (iv) failures attributable to wiring, cabling, or physical site conditions outside Provider scope.
  - (f) **Service Levels and Working Hours Controlled by SOW.**
    - (i) Business hours, response targets, escalation procedures, and any after-hours availability are defined exclusively in the applicable SOW (or an SLA schedule incorporated into that SOW).
    - (ii) No SLA applies unless expressly stated in the SOW.
    - (iii) If after-hours support is not included in the SOW, any after-hours assistance is billable at Service Provider's then-current after-hours rates.
  - (g) **Upstream Provider Dependencies.**
    - (i) Service Provider may open, manage, and coordinate upstream carrier or platform support cases on Customer's behalf as part of Routine Support.
    - (ii) Service Provider does not control upstream support timelines or outcomes and shall not be liable for upstream delays, denials, or outages.
    - (iii) If upstream provider engagement requires non-routine effort, extended troubleshooting, or repeated escalations due to Customer environment issues, such labor may be billable.
  - (h) **No Guarantee of Uninterrupted Service.** VoIP Services may be impacted by factors outside Service Provider's control, including upstream carrier events, ISP outages, power loss, routing changes, or Customer network conditions. Service Provider does not guarantee uninterrupted or error-free VoIP Services unless expressly stated in the SOW.
5. **Customer Responsibilities; Prerequisites; E911; Numbering**
- (a) **Customer Prerequisites.** Customer acknowledges that successful delivery of VoIP / Cloud PBX Services depends on Customer maintaining a supported environment and providing, at Customer's expense, all prerequisites identified in the applicable SOW or Provider's written instructions, including without limitation: reliable broadband/Internet access, internal LAN/WAN infrastructure, power, and Service-compatible endpoint devices and software. Customer further acknowledges that system requirements may change over time and that maintaining compliance with such requirements is Customer's responsibility.
  - (b) **Security of Customer Network.** Customer is responsible for maintaining reasonable security of its networks and systems supporting VoIP / Cloud PBX Services (including firewall rules, QoS, VLANs, and physical security) and for preventing unauthorized access or misuse. Provider is not responsible for service degradation, interruptions, or security events caused by Customer's network conditions, misconfigurations, or insufficient bandwidth.
  - (c) **E911 / Emergency Calling Responsibilities.** Customer acknowledges that VoIP / Cloud PBX emergency calling functions differently than traditional analog lines and depends on accurate location data. Customer shall:
    - (i) provide complete and accurate location information for each service address, user, DID, and/or emergency location identification number ("ELIN") as requested by Provider;
    - (ii) promptly update Provider in writing before any user, device, phone number, or system is moved, reassigned, added, removed, or otherwise changes physical location; and



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- (iii) follow Provider's and upstream provider's emergency-calling best practices and instructions. Customer's failure to provide or update accurate location data may cause emergency services to be routed incorrectly or delayed, and Customer assumes all risk and liability arising from such failure.
  - (d) **Number Assignment; No Ownership.** Customer acknowledges that telephone numbers, DIDs, toll-free numbers, and similar numbering resources assigned for use with the Services are provided on a revocable, non-ownership basis. Customer acquires no property interest in any such numbers. Provider or its upstream provider may reassign numbers upon termination or as required by regulation or carrier rules.
  - (e) **Porting Cooperation.** Where number porting is included in a SOW, Customer shall timely provide all information, letters of authorization, carrier service records, and other documentation required to process port-in or port-out requests. Customer acknowledges that porting timelines and success depend on third-party carriers and accurate Customer submissions, and Provider is not liable for delays, rejections, or failures attributable to Customer, Customer's prior provider, or other third parties.
  - (f) **Site Readiness and Safe Access.** Customer is responsible for ensuring that all Customer sites where Provider may install, maintain, or support VoIP / Cloud PBX Services are ready according to agreed schedules, accessible, and reasonably safe. Provider may delay performance without liability where Customer sites or prerequisites are not ready, or where access is not provided.
  - (g) **Upstream Rules and Acceptable Use.** Customer agrees to comply with all applicable upstream carrier/platform acceptable-use requirements and technical rules communicated by Provider. Provider may suspend affected Services if required by upstream providers due to Customer misuse, fraud indicators, unlawful usage, excessive toll-fraud risk, or other violations.
6. **Fees; Usage Changes; Invoicing**
- (a) **Fees Defined in SOW.** Customer shall pay all VoIP Services fees, seat/number charges, usage charges, pass-through carrier costs, labor charges, and other amounts stated in the applicable SOW(s) referencing this Addendum B. Unless a SOW expressly states otherwise:
    - (i) recurring VoIP Services fees are invoiced monthly in advance; and
    - (ii) metered usage, Projects, hardware/endpoints, taxes, regulatory fees, and one-time charges are invoiced as incurred or upon order.
  - (b) **Usage Units and Automatic Adjustments.** Customer acknowledges that recurring VoIP Services fees are usage-based and tied to the Usage Units defined in the SOW, including Covered Seats, Telephone Numbers/DIDs, concurrent call capacity, endpoints, locations, and other units stated therein.
    - (i) If Usage Units increase, Customer authorizes Service Provider to adjust recurring charges automatically to reflect the increase beginning on the effective date of the change, whether identified by Customer notice or Service Provider verification.
    - (ii) Adjustments may include pro-rata charges for partial billing periods and will appear on the next invoice cycle unless the SOW specifies a different true-up method.
    - (iii) If Usage Units decrease, reductions (if any) apply only after removal/deprovisioning is completed and verified, and subject to upstream billing cycles, minimums, or non-cancelable commitments stated in the SOW.
  - (c) **Customer Duty to Notify of Usage Changes.** Customer shall promptly notify Service Provider in writing of additions, removals, or changes to Users/Seats, Endpoints, Telephone Numbers, sites/locations, call-flow structures, or other Usage Units that may affect scope or pricing. Customer's failure to provide timely notice may delay support, impair services, or increase toll-fraud/security risk for which Service Provider is not responsible.
  - (d) **Undisclosed or Unapproved Additions ("Shadow Voice Assets").** Any Users/Seats, Endpoints, numbers, routing features, trunks, locations, or other voice-related assets not disclosed to Service Provider and not included in an applicable SOW are out of scope. If Service Provider discovers undisclosed Usage Units consuming platform capacity, numbering resources, trunks, support time, or VoIP Tools, Service Provider may:
    - (i) require a change order or new SOW to bring such items into scope;
    - (ii) bill for such Usage Units retroactively to the date Service Provider reasonably determines they began consuming Services; and/or
    - (iii) suspend, restrict, or remove support for such items until properly scoped.



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- (e) **Calling Usage, Toll-Free, and International Charges.** If the SOW includes metered calling, toll-free, international, overage, or other usage-based charges, Customer will be billed in accordance with the SOW and upstream carrier records. Customer acknowledges that upstream carrier rating and records control for billing disputes unless the SOW states otherwise.
  - (f) **Fraudulent or Unauthorized Calling.** Customer is responsible for all calls and usage originating from its accounts, endpoints, networks, or credentials, including unauthorized or fraudulent calling, unless an applicable SOW expressly allocates toll-fraud risk differently. Service Provider may suspend affected services to limit fraud exposure.
  - (g) **Pass-Through Carrier/Platform Costs.** Customer is responsible for all pass-through costs imposed by upstream carriers or platform providers, including taxes, regulatory fees, surcharges, numbering fees, 911 fees, porting fees, and carrier-mandated increases. Such pass-through charges may change without notice based on upstream requirements and are not subject to percentage caps unless the SOW expressly provides otherwise.
  - (h) **Number Port-Out and Billing Continuity.** Customer remains responsible for recurring number/seat charges until:
    - (i) number port-out completes and Service Provider confirms removal/deprovisioning; or
    - (ii) the next upstream billing boundary where earlier cancellation is not technically or contractually permitted.Customer acknowledges that porting timelines depend on third-party carriers, and billing continues during the porting process.
  - (i) **Disputes and Payment Terms.** Billing disputes and payment terms are governed by the MSA and the applicable SOW. Customer must timely pay all undisputed amounts. Service Provider may suspend VoIP Services for non-payment as permitted under the MSA.
  - (j) **No Conditional Payment.** Customer's obligation to pay fees is not contingent upon achieving any particular call-quality metric, uptime outcome, business outcome, toll-fraud prevention outcome, or feature-availability percentage, except as expressly stated in an applicable SOW.
- 7. VoIP Tools; Substitutions; Limitations**
- (a) **VoIP Tools Used to Deliver Services.** Customer acknowledges that Service Provider delivers VoIP Services using Service Provider-selected platforms, carrier networks, software, devices, portals, connectors, monitoring utilities, and related methods, including services provided by third-party upstream providers (collectively, "VoIP Tools"). VoIP Tools may be deployed on Customer Endpoints, integrated with Customer networks, or connected to Customer accounts and cloud environments as necessary to provide the VoIP Services described in the applicable SOW.
  - (b) **Authorization to Provision, Configure, and Maintain VoIP Tools.** Customer grants Service Provider permission to provision, configure, update, monitor, maintain, and administer VoIP Tools and related service settings as reasonably necessary to provide the VoIP Services. Customer shall not remove, disable, tamper with, bypass, or materially alter VoIP Tools, service configurations, call routing, numbering assignments, or Provider-managed settings without Service Provider's prior written consent. If Customer does so, Service Provider may treat resulting remediation as out-of-scope, billable T&M labor or a Project.
  - (c) **Limitations and Dependencies of VoIP Tools.** Customer acknowledges that VoIP Tools and features may be subject to functional, technical, or regulatory limitations, including without limitation limitations arising from:
    - (i) Customer's ISP, LAN/WAN performance, power conditions, QoS configuration, firewall/VLAN posture, or physical site conditions;
    - (ii) endpoint/device compatibility, device firmware, operating system constraints, or unsupported/legacy equipment;
    - (iii) Customer licensing tiers, service seat types, or feature entitlements selected in the SOW;
    - (iv) geographic numbering availability, carrier inventory, carrier routing policies, or telecom regulations;
    - (v) upstream provider feature limits, maintenance cycles, or acceptable-use requirements; and/or
    - (vi) third-party integrations or services not controlled by Service Provider.Customer further acknowledges that some VoIP Tools or features may not be available or fully functional for all Endpoints, locations, or usage scenarios. Unless an applicable SOW expressly states otherwise, Customer's recurring fees remain payable even where certain VoIP Tools or features are partially limited due to Customer environment constraints, technical incompatibility, upstream limitations, or regulatory rules.



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- (d) **VoIP Tool and Upstream Provider Substitutions.** Service Provider may, in its commercially reasonable discretion, replace, upgrade, substitute, or modify VoIP Tools or upstream providers used to deliver VoIP Services, provided such changes do not materially reduce the VoIP Services expressly stated in an active SOW. Substitutions may occur for reasons including vendor discontinuation, carrier or regulatory changes, security vulnerabilities, capability or performance improvements, integration requirements, service reliability concerns, cost changes, or changes in industry standards. Where practicable, Service Provider will provide reasonable notice of substitutions that materially impact Customer's environment or require Customer action. Customer shall reasonably cooperate with substitutions, including providing access, executing required carrier forms, and accepting modified configurations as needed.
  - (e) **Upstream Terms; Flow-Down Obligations.** Customer acknowledges that certain VoIP Services are provided through upstream carrier/platform partners and are subject to those upstream providers' service terms, acceptable-use policies, numbering rules, and regulatory requirements ("Upstream Terms"). Upstream Terms applicable to Customer's VoIP Services are incorporated by reference through the applicable SOW and/or Service Documents. Customer agrees to comply with all Upstream Terms communicated by Service Provider and understands that Service Provider may be required to enforce such terms, including suspension, limitation, or modification of Services as necessary to remain compliant with Upstream Terms or telecom law.
  - (f) **No Warranty of Third-Party Tools.** Service Provider does not warrant the uninterrupted operation, roadmap continuity, feature availability, or performance of any third-party VoIP Tools or upstream services. Any third-party warranties or SLAs apply only as provided by the upstream vendor, except to the extent Service Provider expressly states otherwise in an applicable SOW.
- 8. Term; Suspension; Termination; Transition**
- (a) **Addendum Term; SOW Term Controls.** This Addendum B becomes effective on the Effective Date of the MSA and remains in effect for so long as the MSA remains in effect. This Addendum B applies only to those SOWs that expressly reference it. The term, renewal structure, minimum commitments (if any), and any termination rights applicable to VoIP Services are defined exclusively in the applicable SOW. The expiration or termination of a SOW ends VoIP Services only for that SOW and does not terminate the MSA or any other active SOWs.
  - (b) **Suspension for Cause.** Service Provider may suspend all or part of the VoIP Services under an applicable SOW, without liability, during any period in which:
    - (i) Customer fails to pay any undisputed amount when due under the MSA or SOW;
    - (ii) Customer is in material breach of the MSA, this Addendum B, or the applicable SOW;
    - (iii) Service Provider is required or directed to suspend service by an Upstream Provider or carrier due to suspected fraud, abuse, excessive risk of toll fraud, unlawful usage, or regulatory compliance obligations;
    - (iv) Customer refuses or fails to provide required access, information, authorizations, or cooperation necessary to deliver VoIP Services (including porting, E911 registration, or prerequisite network configurations); or
    - (v) Customer removes, disables, tampers with, or materially interferes with VoIP Tools, endpoints, or platform configurations required for service delivery.
  - (c) **Effect of Suspension. During any suspension:**
    - (i) recurring VoIP Services fees and pass-through charges continue to accrue unless the applicable SOW expressly states otherwise;
    - (ii) Service Provider has no SLA, uptime, response-time, or service-credit obligation; and
    - (iii) labor required to investigate, remediate, or reinstate service (including coordination with carriers or upstream providers) is billable at T&M rates unless expressly included in the SOW.
  - (d) **Port-Out; Transition Assistance.** Upon termination or expiration of an applicable SOW, Customer may request transition assistance, including port-out coordination, configuration export, documentation handoff, or reasonable cooperation with a replacement provider. Transition assistance is provided at Service Provider's discretion and billed as T&M unless the applicable SOW expressly includes transition services. Service Provider may require all undisputed balances to be paid in full before performing transition assistance. Service Provider does not guarantee successful transition outcomes where dependent on third parties, Customer delays, inaccurate LOA/CSR submissions, or upstream carrier limitations.



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- (e) **Deprovisioning After Termination; Billing Continues Until Completion.** Following termination or expiration of a SOW, Service Provider may deactivate Covered Seats, Telephone Numbers/DIDs, endpoints, and VoIP Tools associated with that SOW, subject to upstream carrier rules and technical constraints. Customer acknowledges that:
  - (i) port-out and deprovisioning timing is controlled by upstream carriers, platform cycles, and regulatory processes; and
  - (ii) recurring fees and pass-through charges remain payable until the earliest of:
    - (A) completion and confirmation of port-out/deprovisioning by the Upstream Provider; or
    - (B) the next upstream renewal/billing boundary if earlier removal is not technically or contractually permitted.

Customer remains responsible for all charges incurred prior to completion of deprovisioning and/or port-out.

### 9. Regulatory and Telecom-Specific Terms

- (a) **Regulatory Compliance Responsibilities.** Service Provider will comply with applicable carrier and platform obligations that apply to Service Provider as a reseller or managed provider. Customer is solely responsible for the lawful end use of VoIP Services, including compliance with all laws, regulations, and carrier rules applicable to Customer's calling practices and business operations. Customer shall timely provide accurate and complete information reasonably required for regulatory compliance, taxation, emergency-calling obligations, and number provisioning, including information related to E911 location registration, RAY BAUM's Act, Kari's Law, CPNI-related requirements, and applicable federal, state, or local telecom taxes or surcharges.
- (b) **CPNI / Call Detail Handling.** Call detail records, usage data, and related telecom account information ("CPNI") are confidential and handled in accordance with the confidentiality and data-use provisions of the MSA and applicable upstream telecom rules. Customer authorizes Service Provider to access, use, and disclose CPNI only as reasonably necessary to provision, support, secure, bill, and maintain VoIP Services, including disclosure to Upstream Providers, carriers, and lawful regulators as required.
- (c) **Acceptable Use; Prohibited Activities.** Customer shall not use, and shall not permit others to use, VoIP Services for unlawful, abusive, or prohibited activities, including without limitation:
  - (i) **illegal calling, harassment, threats, or nuisance traffic;**
  - (ii) spoofing, SIM-box/fraud routing, robocalling violations, or failure to comply with carrier-required calling policies;
  - (iii) toll fraud, trafficking in stolen credentials, or attempts to evade platform controls;
  - (iv) reselling, sublicensing, or providing VoIP Services to third parties without Service Provider's prior written consent; or
  - (v) any activity that violates Upstream Provider acceptable-use policies or applicable law.Service Provider may suspend or terminate affected VoIP Services if required to comply with law, carrier mandates, or upstream provider rules, or to mitigate fraud or security risk.
- (d) **Law Enforcement / Subpoenas.** Service Provider may comply with lawful subpoenas, court orders, or government requests relating to VoIP Services, CPNI, or related records. To the extent permitted by law, Service Provider will provide notice to Customer of such requests. Customer shall be responsible for reasonable costs incurred by Service Provider in responding to lawful requests (including retrieval, preservation, or production costs), unless prohibited or allocated differently by applicable law.

### 10. Order of Precedence; Miscellaneous VoIP Terms

- (a) **Order of Precedence.** This Addendum B is incorporated into the MSA and applies only where a SOW expressly references it. If a conflict exists among documents, the order of precedence is:
  - (i) the applicable SOW (for the specific VoIP Services, quantities, SLAs, labor entitlements, term, and pricing described therein);
  - (ii) this Addendum B (for VoIP-specific subject matter); and
  - (iii) the MSA Short Form and Online Terms (for all other matters).No term in this Addendum B expands scope, SLAs, labor, or pricing beyond what is stated in the applicable SOW.
- (b) **No Third-Party Beneficiaries.** VoIP Services are provided solely for Customer's benefit. No third party may rely on or enforce this Addendum B or any SOW.



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- (c) **Risk Reduction; No Guarantee.** Customer acknowledges that VoIP Tools, platform controls, fraud-mitigation features, and managed oversight reduce risk but do not eliminate the possibility of outages, toll fraud, security incidents, misrouting, or service degradation. Except as expressly stated in a SOW, Service Provider makes no guarantee that VoIP Services will be uninterrupted, error-free, or immune from misuse.
- (d) **Survival.** Sections relating to billing and pass-through commitments, numbering rights and porting obligations, CPNI/privacy handling, acceptable-use restrictions, transition/deprovisioning obligations, limitation of liability cross-references, and any provisions that by their nature should survive, shall survive termination or expiration of the applicable SOW and/or the MSA to the extent necessary for enforcement.



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### Addendum C – Hardware Sales Terms and Conditions

This Hardware Sales Terms and Conditions Addendum (“Addendum C”) is incorporated into and governed by the Master Services Agreement (“MSA”) between Citadel Managed Services Colorado d/b/a CommWest (“Service Provider”) and Customer (“Customer”). Capitalized terms not defined herein have the meanings set forth in the MSA. This Addendum C applies only to Statements of Work (“SOWs”) that expressly reference it.

#### 1. Purpose and Scope

- (a) **Purpose.** This Addendum C sets forth the terms and conditions applicable to Customer’s purchase, lease, rental, subscription, or financing of hardware, equipment, devices, peripherals, cabling materials, and related technology components (“Hardware”) from Service Provider.
- (b) **Covered Categories.** Hardware includes any technology equipment or related materials ordered, supplied, leased, financed, or provided by Service Provider under a SOW, whether now known or later developed, including without limitation: computing devices, servers, networking and security infrastructure, VoIP/telephony devices, surveillance and physical security components, structured cabling and wiring materials, authentication devices, peripherals, and associated components. The specific Hardware, quantities, and specifications applicable to Customer are those stated in the relevant SOW.
- (c) **No Listing Requirement.** Customer acknowledges that Service Provider’s hardware catalog is extensive and dynamic, and therefore Hardware is governed by category and SOW description rather than a fixed master list.
- (d) **Hardware-as-a-Service; Leasing; Financing; Separate Agreements.** Certain Hardware may be provided to Customer on a subscription, rental, usage, lease, or financed basis rather than sold outright (“Hardware-as-a-Service” or “HaaS,” and together with any leased or financed Hardware, “Non-Purchased Hardware”). Non-Purchased Hardware will typically be subject to additional terms set forth in one or more separate written agreements between the Parties or with a third-party provider, including without limitation a HaaS agreement, lease agreement, financing agreement, rental agreement, or other similar agreement (each, a “Separate Hardware Agreement”), as further described in Section 7.

#### 2. Orders; Authorization; Non-Cancelability

- (a) **Quote Validity.** Unless a quote states otherwise, all Hardware quotes are valid for thirty (30) days from issuance. After expiration, pricing, availability, lead times, or specifications may change and require a revised quote or SOW.
- (b) **Order Authorization; Equivalent Substitutions.** Customer authorizes Service Provider to procure the Hardware described in a signed SOW (or written change order) referencing this Addendum C. Customer further authorizes Service Provider to procure functionally equivalent Hardware in substitution for Hardware identified in the SOW where Service Provider determines, in its reasonable discretion, that substitution is necessary or advisable due to circumstances including, without limitation: unavailability, discontinuation, backorder, excessive lead times, material price changes, manufacturer or distributor changes, newly identified security vulnerabilities, compatibility or integration concerns, or the identification of a materially superior solution for the intended purpose. Service Provider shall use commercially reasonable efforts to notify Customer of any such substitution prior to ordering.
- (c) **Non-Cancelability.** Once Service Provider places an order with a distributor, manufacturer, or upstream vendor, the order is non-cancelable and non-refundable, except to the extent cancellation or refund is permitted by the upstream vendor. Any vendor cancellation fees, restocking fees, or return penalties are Customer’s responsibility.
- (d) **Changes to Orders.** Changes to Hardware orders after placement require written approval by Service Provider and may result in additional costs, delays, or revised delivery dates.
- (e) **Customer Objection Window.** If Service Provider provides notice of a proposed substitution under Section 2(a) and Customer does not object in writing within three (3) business days (or such other period stated in the SOW), Customer shall be deemed to have approved the substitution. Any objection must be reasonable and based on material functional differences relative to the intended use.
- (f) **Partial Shipments.** Hardware may be shipped in multiple packages or deliveries. The inspection and acceptance period in Section 4 applies separately to each shipment.

#### 3. Pricing; Taxes; Pass-Through Costs

- (a) **Pricing Source.** All Hardware pricing, quantities, and related commercial terms are set forth exclusively in the applicable SOW.



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- (b) **Taxes and Fees.** Customer is responsible for all applicable taxes and fees, including sales/use tax, shipping, recycling or environmental fees, telecom surcharges where applicable, and similar governmental charges.
  - (c) **Pass-Through Increases.** Service Provider may pass through manufacturer or distributor price increases, shipping surcharges, or licensing increases that occur after quote issuance but prior to order placement, provided Service Provider gives reasonable notice where practicable.
4. **Delivery Methods; Risk of Loss; Acceptance**
- (a) **Delivery Methods; Service Provider Selection.** Unless the applicable SOW expressly states otherwise, Service Provider shall determine the delivery method for Hardware. Hardware may be delivered in one or more of the following methods, as indicated in the SOW or otherwise agreed in writing:
    - (i) **Drop-Ship Orders.** Hardware ships directly from a distributor, manufacturer, or other fulfillment partner to Customer's designated shipping address(es). Customer is responsible for ensuring accurate delivery information and for timely receipt and secure storage upon delivery.
    - (ii) **Staged Orders.** Hardware ships to Service Provider (or its designated facility) for staging, provisioning, configuration, or testing, and is later delivered and/or installed at Customer's premises or other Customer-designated location.
    - (iii) **Mixed Orders.** A single SOW may include both Drop-Ship Orders and Staged Orders for different Hardware items.
  - (b) **Risk of Loss.** Risk of loss transfers as follows:
    - (i) Drop-Ship Orders: Risk of loss transfers to Customer upon confirmed delivery by the carrier to Customer's designated shipping address.
    - (ii) Staged Orders: Risk of loss transfers to Customer upon delivery to Customer's premises or completion of installation, whichever occurs first.
    - (iii) Risk of loss for Non-Purchased Hardware transfers in accordance with this Section 4 unless a Separate Hardware Agreement expressly states otherwise.
  - (c) **Inspection and Acceptance Window.** Customer shall inspect Hardware promptly upon delivery and notify Service Provider in writing of any shipping damage, shortages, incorrect items, or dead-on-arrival conditions ("Delivery Issues") within five (5) business days after delivery. Hardware not reported within this period is deemed accepted.
  - (d) **Concealed Damage.** Claims for concealed shipping damage discovered after the inspection window shall be handled solely under manufacturer or carrier processes, and Service Provider may assist as billable labor.
  - (e) **Delivery Coordination for Drop-Ship + Install.** Where installation is scheduled and Hardware is drop-shipped to Customer, Customer shall promptly notify Service Provider upon receipt. Missed, aborted, or rescheduled installation visits caused by Customer's failure to receive, stage, or disclose delivery status may be billed as labor.
5. **Staging / Provisioning; Delays**
- (a) **Scope of Staging.** Any staging, provisioning, imaging, encryption, enrollment, configuration, labeling, asset tagging, pre-deployment testing, or similar services ("Staging Services") are billable unless expressly included in the SOW.
  - (b) **Delays and Re-Staging.** If Customer delays deployment or installation of staged Hardware beyond thirty (30) days after completion of Staging Services, Service Provider may require re-staging, re-imaging, firmware updates, security baseline refresh, or other rework at Customer's expense to ensure safe and supported deployment.
6. **Warranties; Disclaimer; Compatibility**
- (a) **Manufacturer Warranties Only.** Hardware is covered solely by the original manufacturer's warranties, if any. Service Provider provides no additional warranty unless expressly stated in a signed SOW.
  - (b) **Disclaimer.** ALL HARDWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS, SUBJECT ONLY TO MANUFACTURER WARRANTIES. SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
  - (c) **RMA Assistance.** Upon request, Service Provider may assist Customer with warranty claims or RMAs. Such assistance is billable unless otherwise stated in an SOW. Service Provider does not guarantee manufacturer approval of any RMA or warranty claim.



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- (d) **Warranty Exclusions.** Manufacturer warranties generally do not cover damage or failure caused by misuse, unauthorized modification, power irregularities, environmental conditions, or third-party repair. Customer bears responsibility for such events.
  - (e) **Legacy Dependencies; Compatibility.** Service Provider is not responsible for, and Hardware warranties do not cover, incompatibility with Customer's legacy, unsupported, end-of-life, or third-party systems, applications, printers, scanners, cabling, or infrastructure. Any remediation required to resolve such incompatibility is billable unless included in the SOW.
  - (f) **Sizing and Design Assumptions.** Hardware selection, sizing, and design recommendations are based on information provided by Customer and/or observable conditions at the time of assessment. Service Provider is not responsible for performance issues arising from inaccurate requirements, undisclosed constraints, or post-quote changes to Customer's environment. Adjustments or replacements needed due to such factors are billable.
  - (g) **No Guaranteed Outcomes.** Service Provider does not guarantee that any Hardware will produce specific business outcomes, prevent all outages, eliminate all latency, or prevent all cybersecurity incidents. Hardware performance depends on Customer environment, configuration, ISP/carrier conditions, third-party services, and usage.
7. **Title Transfer; Security Interest (Purchased Hardware)**
- (a) **Title Transfer.** Title to purchased Hardware transfers to Customer only upon Customer's full payment of all Hardware charges. This Section 7 applies only to purchased Hardware and not to Non-Purchased Hardware, which is governed by Section 8 and any applicable Separate Hardware Agreement.
  - (b) **Security Interest.** Until full payment is received, Service Provider retains a security interest in the purchased Hardware to the maximum extent permitted by law.
8. **Hardware-as-a-Service; Leasing; Financing; Separate Hardware Agreements**
- (a) **Non-Purchased Hardware Not a Sale.** Where Hardware is provided under a HaaS model or other Non-Purchased Hardware arrangement, such Hardware is not sold to Customer. Title to such Hardware remains with Service Provider or the applicable third-party owner at all times unless a Separate Hardware Agreement expressly provides otherwise.
  - (b) **Use Restrictions.** Customer shall not sell, transfer, encumber, modify, relocate, open, repair, or permit any third party to service Non-Purchased Hardware without Service Provider's prior written consent, except as expressly permitted in an applicable Separate Hardware Agreement. Customer shall use Non-Purchased Hardware in a commercially reasonable manner and consistent with manufacturer specifications.
  - (c) **Care; Loss; Return.** Customer shall keep Non-Purchased Hardware in good condition (ordinary wear and tear excepted). Upon expiration or termination of the applicable SOW or Separate Hardware Agreement, Customer shall return Non-Purchased Hardware to Service Provider or the applicable owner in accordance with the return process stated therein. Customer is responsible for loss, theft, destruction, or damage to Non-Purchased Hardware while in Customer's possession, except to the extent covered by manufacturer warranty or an applicable insurance policy maintained by Customer.
  - (d) **Separate Hardware Agreements; Order of Precedence.** For any Hardware expressly covered by a Separate Hardware Agreement, the Separate Hardware Agreement shall control with respect to payment structure, term, ownership/title, return obligations, end-of-term options, default remedies, and any other matters expressly addressed therein. All other terms of this Addendum C and the MSA shall continue to apply to such Hardware to the extent not inconsistent with the Separate Hardware Agreement.
  - (e) **No Limitation of Other Remedies.** Nothing in this Section 8 limits Service Provider's rights or remedies under the MSA, this Addendum C, any SOW, or any Separate Hardware Agreement.
  - (f) **Loaner Equipment (if provided).** Any temporary or loaner equipment provided during RMA, repair, or replacement remains Service Provider property, shall be returned upon request, and may be billed if lost or damaged beyond ordinary wear and tear.
9. **Installation; Wiring; Onsite Requirements**
- (a) **(a) Installation Not Included Unless Stated.** Installation, configuration, cabling, mounting, deployment, or other onsite work is not included in Hardware pricing unless expressly stated in the SOW.



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- (b) **Customer Site Responsibilities.** Customer shall provide safe access to premises, adequate workspace, required permits, stable power, and timely availability of personnel necessary for installation or wiring work. Delays caused by Customer may result in rescheduling and additional labor charges.
- (c) **Permits; Building Rules; Site Conditions.** Customer is responsible for obtaining landlord approvals, permits, and compliance with building rules or code requirements for camera installations, wiring, or cabling projects unless otherwise stated in the SOW. Unforeseen site conditions (including inaccessible pathways, hazardous materials, or structural limitations) may require a change order and additional billing.

### 10. Licensing and Subscriptions Associated with Hardware

- (a) **Ongoing Licenses.** Certain Hardware requires ongoing subscriptions or licensing (e.g., firewalls, camera systems, security platforms, endpoint devices, VoIP devices). Customer is responsible for maintaining such licenses as specified in the SOW or Separate Hardware Agreement.
- (b) **Effect of Lapsed Licensing.** Service Provider is not responsible for reduced functionality, security exposure, feature loss, or service degradation resulting from expired or lapsed hardware-related licensing.
- (c) **Security Advisory Replacements.** If a manufacturer, distributor, or Service Provider identifies a material security vulnerability or end-of-support condition affecting installed Hardware, Customer agrees to reasonably cooperate with replacement or mitigation efforts. Unless covered by warranty or insurance, related replacement costs are Customer's responsibility.

### 11. Backorders; Lead Times; Substitutions

- (a) **Lead Times Are Estimates.** Estimated delivery dates are not guaranteed and depend on distributor/manufacturer availability and carrier performance. Service Provider is not liable for delays outside its reasonable control.
- (b) **Substitutions.** If ordered Hardware becomes unavailable, discontinued, or backordered, Service Provider may propose functionally equivalent substitutions. Customer approval shall not be unreasonably withheld, and the process in Section 2(b)–(e) shall apply.

### 12. Returns; RMAs

- (a) **Return Eligibility.** Returns are permitted only to the extent allowed by the upstream vendor or as otherwise stated in the SOW or Separate Hardware Agreement. Customer is responsible for any applicable restocking fees or shipping charges.
- (b) **Condition of Returns.** Hardware must be returned in original packaging and condition unless otherwise authorized by the vendor.

### 13. Disposal; Recycling; Data Responsibility

- (a) **Disposal Not Included.** Removal, disposal, recycling, certified wipe, or destruction of retired Hardware is not included unless expressly stated in the SOW and may be billed as labor and/or pass-through cost.
- (b) **Customer Data Responsibility; Backup Services Carve-Out.** Customer is responsible for backing up data prior to any Hardware replacement, retirement, RMA, staging, or installation. If Customer has purchased backup, business continuity, or disaster recovery services from Service Provider under an applicable SOW referencing the Managed Services Addendum, Service Provider will be responsible only for the backup services expressly described in that SOW, including any stated retention, testing, monitoring, or restoration obligations. Service Provider is not liable for data loss to the extent it results from:
  - (i) data not included within the purchased backup scope;
  - (ii) Customer's failure to follow Service Provider's backup-related Advice or requirements;
  - (iii) deletions, corruption, or encryption occurring before the next scheduled backup;
  - (iv) Customer-caused delays or refusal to approve recommended remediation;
  - (v) third-party or cloud/ISP/vendor failures outside Service Provider's control; or
  - (vi) events excluded by the backup solution's documented limitations.

Except as expressly provided in the applicable SOW, Service Provider is not liable for data loss occurring during replacement, staging, installation, return, disposal, or vendor warranty service absent willful misconduct.

### 14. Hardware-Specific Limitation of Liability

- (a) **Limitation.** Service Provider's liability for Hardware is limited to the purchase price of the specific Hardware giving rise to the claim, and only to the extent Service Provider receives a corresponding credit or remedy from the upstream vendor.



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- (b) **Excluded Damages.** Service Provider shall not be liable for any indirect, special, incidental, punitive, or consequential damages arising from Hardware failure, delay, non-availability, incompatibility, or security exposure. This Section 14 is subject to and reinforced by the limitations of liability in the MSA.

### 15. Survival

- (a) **Survival.** This Addendum C survives expiration or termination of any SOW or the MSA to the extent necessary to enforce payment obligations, warranty disclaimers, limitation of liability, return obligations for Non-Purchased Hardware, and other provisions that by their nature should survive.