TERMS AND CONDITIONS

MASTER SERVICE AGREEMENT

Schilling IT, LLC

3207 Cascade Drive, Suite B
Valparaiso, IN 46383

TERMS AND CONDITIONS

Effective as of 11/10/26

GENERAL TERMS

The following Terms and Conditions (the “Agreement” or “Terms”) are entered into and accepted by Client upon acceptance of any quote provided to any prospective or existing Client by Schilling IT, LLC (“SIT” or “Provider”), an Indiana limited liability company, located at 3207 Cascade Drive, Suite B, Valparaiso, IN 46383. These Terms are published in dated, version-stamped form at a stable URL located at schillingit.com/legal (the “Terms URL”) and are incorporated by reference into each quote, SOW, and Order issued by SIT. SIT retains dated archive copies of each published version; the version in effect as of the date Client accepts a quote or Order shall govern that engagement. Client engages and retains SIT to render certain Services or provide certain Products, as specifically set forth in a Statement of Work (“SOW”) or any subsequent Statements of Work or any proposal or change order (“Order”) as agreed among by the Parties (such Services and Products purchased from and rendered by SIT shall be individually referred to herein each as a “Requested Service”, and collectively as, the “Requested Services”). Client and SIT may be individually referred to herein each a “Party” and collectively as the “Parties.”

The Terms may be modified or amended by SIT from time to time by providing Client with thirty (30) days’ written notice of any modification or amendment contained in either electronic format and/or within an invoice. Using the Services after the changes to these Terms become effective means Client agrees to the new terms. If Client does not agree to the new Terms, Client must notify SIT in writing of its objection to the new Terms within such thirty (30) day notice period, and SIT has the right to immediately terminate the Services, any SOW, and these Terms.

1. SCOPE OF AGREEMENT.

This Agreement serves as a master agreement and applies to Client’s and its Affiliates’ purchases from SIT, or any of its Affiliates, of services, including, but not limited to, support and maintenance services (individually and collectively, “Services”), as well as licenses and sub-licenses for software, hardware, support and maintenance services, and/or subscription services, and labor, and product subscriptions, and together with documentation, reports, and such other materials, products, and information pertaining to such licenses and sub-licenses (individually, a “Product” and, collectively, “Products”). The final result of the Services and Products, excluding any work product, documentation, systems, notes, samples, designs, or other preliminary information or materials, is considered a “Deliverable.” For purposes of this Agreement, “Affiliate” means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with Client or SIT, as the case may be. Except as otherwise stated therein, subsequent Requested Services or any SOW shall be made a part of and subject to these Terms. No Product or Services will be provided under this Agreement alone, but will require the execution of a written or electronic SOW between the Parties, which may be delivered in full text or made available at a stable published URL designated by SIT, each of which is deemed incorporated in these Terms for all purposes regardless of the format or method of delivery.

2. GENERAL REQUIREMENTS AND CONDITIONS.

2.1 System. For the purposes of these Terms, “System” means, collectively, any computer network, computer system, peripheral or device that is tracked using SIT’s Remote Monitoring and Management (“RMM”) tool. To avoid a delay or negative impact on the provision of the Requested Services, during the term of each Requested Service, Client agrees to refrain from

modifying or moving the System, or installing software on the System, unless SIT expressly authorizes such activity in writing in advance. SIT will not be held responsible or liable for any modification or change made to the System by Client without authorization. Client will be billed the full cost, at SIT's then-current hourly rate, to remediate and restore the Systems and/or Services to a state prior to any unauthorized change.

2.2 Maintenance; Updates. If patches and other software-related maintenance updates ("Update(s)") are provided under the Requested Services, SIT will install the Updates only if SIT has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. SIT will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer or applicable vendor's instructions.

2.3 Third-Party Service Providers. "Third-Party Service Providers" means Services provided by an entity or a Party other than SIT in fulfillment of the Requested Services requirements whose terms and conditions SIT and/or Client may be legally bound. Client's right to use the Third-Party Services is subject to Client's understanding of, compliance with and consent to these Terms and of any Third-Party agreements, which SIT does not have authority to vary, alter or amend. SIT may utilize a Third-Party Service Provider in its discretion to provide the Services in accordance with these Terms. Access to the terms and conditions of any such Third-Party Contract(s) will be provided to Client or appear on SIT's website. Client hereby agrees to review all Third-Party Terms and Conditions, and consent to those Third-Party Terms and Conditions which Client has consented SIT to contract upon its behalf.

2.4 Third-Party Products. Unless otherwise stated in Requested Services, all hardware, software, peripherals or accessories purchased through SIT ("Third-Party Products") are nonrefundable once the applicable Requested Services is placed in queue for delivery. Unless otherwise expressly stated in the applicable Third-Party Product vendor's terms and conditions, all Third-Party Products are provided "AS IS" and without any warranty whatsoever as between SIT and Client (including but not limited to implied warranties). Client acknowledges and agrees that, in order for SIT to provide uninterrupted services and support under this Agreement, it is the Client's sole responsibility to maintain valid and current maintenance agreements with all software vendors providing software covered under these Terms or any SOW.

2.5 Subcontractors. "Subcontractors" means third-party to whom SIT contracts to provide specified services to complete the services indicated in the applicable Requested Services.

2.6 Conditions of Service. Client System is eligible for provision of SIT's Services as outlined in the Requested Services of the SOW, provided the System is in good condition and SIT's serviceability requirements and site environmental conditions are met. Client shall provide adequate workspace, heat, light, air conditioning, ventilation, electric current and outlets, internet and remote access for use by SIT's representatives. SIT's representatives shall have, and Client shall provide, full access to the System in order to affect the necessary monitoring and/or supplemental services. SIT reserves the right to suspend or terminate these Terms, any SOW, or any Requested Services in its sole discretion if conditions at the service site pose a health or safety threat to any of SIT's representatives. It is the responsibility of Client to promptly notify SIT of any events or incidents that may impact the services defined within these Terms and/or any supplemental service needs. SIT shall provide services as defined in the Requested Services during SIT's regular business hours, unless otherwise specified in any SOW. Only Authorized Contacts will be eligible to access and service Client System. Any unauthorized access or service conducted on the System without the explicit consent of SIT, which results in

negative System performance, will not be covered by the monthly plan fee and will be billed according to SIT's labor rates as outlined in the applicable SOW.

2.7 Service Limitations. SIT will provide consultative specification, sourcing guidance, and/or time and material/project offerings. In addition to other limitations and conditions set forth in these Terms, the following service and support limitations are expressed: (a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of these Terms unless specifically stated in a SOW; (b) SIT shall not be liable for any unauthorized modification or change made to the System by Client or a third party without SIT's prior written consent or issue arising from Client's refusal to implement a Critical Recommendation. To the extent such unauthorized modification or change or refusal to implement a Critical Recommendation causes issues or failures to the System, Client will be billed the full cost to restore the System to its original state.

2.8 Notice of Critical Deficiencies of Client's System. During the course of the provision of Requested Services, SIT may identify critical deficiencies or vulnerabilities in the Client's System(s) and make recommendations (such as additional services or products) to correct such critical deficiencies ("Critical Recommendations") in order for SIT to provide the Requested Services in accordance with a SOW. To the extent Client refuses to implement Critical Recommendations, or elects to terminate any Services and/or Products related to critical deficiencies or vulnerabilities and/or Critical Recommendations, Client acknowledges and agrees that the critical deficiencies and vulnerabilities, failure to promptly implement or maintain the Critical Recommendations, and/or termination of any Services and/or Products related to critical deficiencies or vulnerabilities and/or Critical Recommendations may: (a) expose the Client's System(s) to significant risk, including, without limitation, security breaches, data loss, system outages, or non-compliance with applicable laws and regulations; (b) adversely affect Client's System and/or SIT's ability to provide the Services and Products; (c) warrant SIT to terminate, suspend, or modify some or all of the Requested Services in its sole discretion; or (d) cause other adverse consequences, costs, and/or damages to Client, SIT, or other third parties. SIT may require Client to execute a written waiver letter of such Critical Recommendations to the extent Client fails or refuses to implement such Critical Recommendations. In the event that Client fails or refuses to implement the Critical Recommendations, Client acknowledges and agrees that SIT shall not be responsible for: (x) damage to or compromise of Client's System; (y) SIT's ability (or lack thereof) to provide the Requested Services; or (z) any losses, damages, claims, or costs that directly or indirectly arise out of or result from such critical deficiencies and/or Client's failure to promptly implement Critical Recommendations. Client agrees to protect, defend, indemnify, and release SIT and its subcontractors, employees, directors, managers, members, Affiliates, agents, representatives, and related parties (collectively "SIT Parties") from and against any and all claims, demands, causes of action, suits, proceedings, damages, losses, liabilities, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs of enforcement (collectively "Damages"), which relate in any way to Client's failure to comply with this Section 2.8.

2.9 Onboarding Process. Client acknowledges and agrees that SIT shall have no responsibility for any deficiencies in the current operating systems and infrastructure unless and until SIT has had a reasonable opportunity to conduct a thorough review of the current system and to provide Client with its recommendations, and Client has accepted and implemented such recommendations.

2.10 Offboarding Process. In the event of termination of the Requested Services, any SOW, and/or these Terms by either Party, SIT will make reasonable accommodations to transfer Client's account to Client or Client's new managed service provider or other authorized agent (the "Onboarding Provider"). Client shall protect, defend, indemnify, and release SIT Parties for

any Damages resulting from the activities of Client or the Onboarding Provider during the transition period from SIT to the Onboarding Provider, inclusive of when Client obtains access to all super administrator accounts of their infrastructure. Transfer will require that Client's account be fully paid at time of transfer inclusive of any offboarding charges. SIT will have no obligation to store or maintain Client's data in SIT's possession or control beyond thirty (30) calendar days following the termination of the applicable Requested Services.

2.11 Network Devices, Hardware and Systems. SIT shall only be responsible for providing Services to network devices, hardware and Systems identified by the Client and SIT and set forth in the latest Requested Services and covered by RMM. SIT may, in its sole discretion, deny requests to add devices, hardware or systems. The Client shall bear the responsibility to isolate and protect the System by not allowing additional devices, hardware or systems on the System unless approved by SIT. SIT shall have no responsibility for any devices, hardware or systems or damage resulting therefrom that are added to the System without SIT's approval. If Client obtains new devices, hardware or systems and wishes to request SIT's services to extend to new devices, hardware or systems, said extension shall not take effect unless and until each Party agrees in writing to a new or amended SOW and the device is added to the RMM.

2.12 Authorized Contact(s). Client understands and agrees that SIT will be entitled to rely on any directions or consent provided to SIT by any of the Client's authorized contacts ("Client Authorized Contacts"), as indicated in an applicable SOW. If no Client Authorized Contact is identified in an applicable SOW, then Client Authorized Contact will be the person(s) who signed the applicable SOW. If Client desires to change the Authorized Contact(s), Client must notify SIT of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.

2.13 Shared Administrator Credentials. If Client shares server, network, or software application administrative credentials with parties other than SIT, SIT will not be held legally liable or responsible for any outages, errors, breaches, data loss and misconfiguration since multiple administrators from different companies jeopardizes the integrity of the support outlined in these Terms.

2.14 Microsoft Licensing Commitment.

(a) Term Commitment. Microsoft 365 and other Microsoft cloud licenses and subscriptions provided by SIT ("Microsoft Licenses") are purchased through the Microsoft Cloud Solution Provider ("CSP") program and are subject to Microsoft's New Commerce Experience ("NCE") terms. Microsoft Licenses purchased on an annual or multi-year term are a non-cancellable commitment for the full term, regardless of whether Client is billed monthly or annually. SIT is required to pay Microsoft for the full term, and Client agrees to be responsible for the same.

(b) Changes During the Term. Client may add Microsoft Licenses at any time. Added licenses align to the existing subscription's end date and are billed on a prorated basis. License quantities may not be reduced, downgraded, or cancelled during the term, except within the cancellation window, if any, that Microsoft allows at the time of purchase or renewal. Requests to reduce Microsoft Licenses must be submitted to SIT in writing at least thirty (30) days before the applicable renewal date and will take effect at renewal. The removal or offboarding of a user does not reduce Microsoft License quantities or fees before the applicable renewal date, consistent with Section 5.4(c).

(c) Automatic Renewal. Microsoft Licenses renew automatically for the same term length and quantity unless Client provides written notice of changes to SIT at least thirty (30) days before the applicable renewal date.

(d) Responsibility Upon Cancellation or Termination. If Client cancels or terminates any Requested Services, any SOW, or this Agreement for any reason, Client remains responsible for all Microsoft License fees for the remainder of each active subscription term. At SIT's option, the remaining balance may be billed on the existing schedule or invoiced in full upon termination. Unless otherwise agreed in writing, SIT will keep the Microsoft Licenses active through the end of the paid term.

(e) Transfer to Another Provider. Upon Client's written request, and where Microsoft permits, SIT will cooperate in transferring active Microsoft Licenses to another Microsoft CSP. All amounts owed to SIT for the remaining term of each subscription must be paid in full before the transfer is completed, consistent with Section 2.10.

(f) Pricing. Microsoft License pricing is set by Microsoft and may change at renewal. SIT will pass through Microsoft price changes and will notify Client of such changes when known. The pricing limitation in Section 5.2 does not apply to Microsoft Licenses. Annual or multi-year subscriptions billed monthly may be priced higher than the same subscriptions paid in advance, and monthly-term subscriptions, where available, may be offered at a higher price in exchange for month-to-month flexibility.

(g) Acknowledgement. By accepting any Order that includes Microsoft Licenses, Client acknowledges that it has reviewed the license quantities and terms listed and understands that annual and multi-year commitments cannot be reduced or cancelled before the end of the term.

3. TERM.

3.1 Term. This Agreement will begin on the date of Client Order acceptance ("Effective Date") and will continue until each Client accepted Order expires or is terminated in accordance with Section 9.8 of this Agreement.

3.2 Return of Product. Upon any termination of this Agreement or termination of the right to use any Product, Client will, at its expense, immediately uninstall (if the Product is software) and cease to use the terminated Product and, immediately, but in no event later than five (5) days following such termination, return such Product to SIT, together with all related documentation, and copies of such Product and related documentation. Client shall cause any Product returned under this Agreement to: (a) be free and clear of all liens (other than SIT liens) and rights of third parties; (b) be in the same condition as when delivered to Client, ordinary wear and tear excepted; (c) have all Client insignia or markings removed; and (d) be in compliance with all applicable laws, rules, and regulations.

3.3 Certification. Upon written request of SIT, Client will promptly certify in writing to SIT that all copies of the Product have been returned, and that any copies not returned have been destroyed in such manner acceptable to SIT.

3.4 Payment Upon Termination. Subject to Section 2.14, if an Order is terminated, Client will promptly pay SIT for Products delivered, and Services rendered, including expenses incurred through the termination date. SIT may terminate any license granted for a Deliverable if: (a) Client does not pay SIT for that Deliverable in accordance with this Agreement, or (b) if Client materially breaches any part of this Agreement and fails to cure per any time allotted in this Agreement for Client to cure such breach. All past due amounts will be assessed at a rate equal to the maximum rate allowed by law per month on the amounts due. SIT shall be entitled to recover all costs of collection for any outstanding balances including but not limited to expenses, damages and attorney fees which shall be paid by Client.

3.5 Holdover. If following the expiration or termination of this Agreement, Client does not return any Product in accordance with Section 3.2 and in the condition required in Section 3.2(b),

Client shall continue to comply with all the terms and conditions of this Agreement with respect to such Product, including the obligation to pay one hundred twenty percent (120%) of the prorated daily Fee for each day from the expiration of the Term until the date on which Client returns such Product in the manner required under this Agreement ("Holdover Fee"). Client shall not construe anything contained in this Section 3.5 as SIT's (a) waiver of Client's failure to perform any obligation under this Agreement; or (b) assent to the commencement of a renewal of this Agreement.

4. UCC TRUE LEASE.

The parties intend that, except for Products that are specifically excluded in an Order, this Agreement constitutes a Lease as such term is defined in Ind. Code § 26-1-2.1-103(1)(j) and not a sale subject to a security interest. SIT has, and shall retain, title to all tangible Products, equipment, hardware, and goods leased by SIT to Client at all times during and following the term of this Agreement. Client acquires no ownership, title, property right, or legal interest in the Products other than its right to use such Products in accordance with, and subject to, all the terms and conditions of this Agreement.

5. PAYMENT AND DELIVERY.

5.1 Invoice. SIT shall invoice Client (each "Invoice", and collectively "Invoices") specifying the amounts due for all Services and Products under any Order (the "Fees"). Client shall pay SIT within fifteen (15) days of an Invoice specifying such Fees. All Fees payable under this Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of SIT). Client is responsible for all local, state, or federal sales, use, value-added or other taxes, tariffs, or other charges based on work or Requested Services provided under this Agreement. All Products are FOB shipping point. All Fees will be detailed in an Order. Unless otherwise stated in an Order, Client agrees to pay or reimburse SIT for all actual, necessary, and reasonable expenses incurred by SIT in performance of such Order ("Expenses"). SIT will submit invoices to Client for such Expenses in an Invoice delivered to Client either: (a) upon completion of the Services, or (b) at stated intervals, in accordance with the applicable Order. Any late payments beyond the due date will be assessed a late charge of one and one-half percent (1.5%) (or such lesser amount as required by applicable law) of the amount outstanding for each month an invoice remains outstanding. Non-payment may result in temporary stoppage of Requested Services in SIT's sole discretion.

5.2 Pricing Changes. Pricing for recurring monthly charges shall be subject to change annually with thirty (30) days prior notice to Client not to exceed seven and nine-tenths percent (7.9%) increase per year. Notice will be contained in either electronic format and/or within an invoice. The foregoing limitation does not apply to Microsoft Licenses under Section 2.14 or to other separately billed third-party license, subscription, or product pricing set by the manufacturer or vendor, which SIT may pass through to Client as such pricing changes.

5.3 Travel Charges. Travel time will be billed (excluding emergency and holidays are billed separately) per trip/per person as needed to Client site. Client will be charged at their hourly labor rate per person only one-way so long as one-way driving mileage to site doesn't exceed seventy-five (75) miles from the nearest established SIT office. Client will be billed for any associated travel costs for tolls both to and from Client site including parking, if any. If driving mileage to Client site exceeds seventy-five (75) miles Client will be responsible for all transportation (to and from), lodging, and meal (fifty dollars ($50) per day/per person for meals) expenses in addition to actual travel time billed unless otherwise mutually agreed in writing in advance on a case-by-case basis. Mode of travel will be selected by SIT based on Client need for arrival on site. Charges are per trip per person.

5.4 Invoice Review and Finality.

(a) Client shall review each Invoice promptly. If Client disputes any charge, Client must deliver written notice to SIT within sixty (60) days after the date of the Invoice, identifying the specific Invoice, the specific line items and amounts disputed, and the factual basis for the dispute in reasonable detail. Notice under this Section 5.4 shall be delivered by email to the billing address designated by SIT, and notwithstanding Section 11.5, no other form of notice is required or accepted for this purpose; such email notice shall be deemed effective upon transmission, provided no automated delivery failure message is received by the sender within twenty-four (24) hours of sending.

(b) Any charge not disputed in accordance with Section 5.4(a) within such sixty (60) day period shall be deemed final, accurate, and conclusively accepted by Client, and shall constitute an account stated between the Parties. Client waives any right to dispute, offset, withhold, seek credit or refund of, or assert any claim with respect to such charge, regardless of when Client discovers or could have discovered the basis for the dispute.

A timely and properly submitted dispute under Section 5.4(a) preserves SIT's obligation to review the identified charge but does not itself establish that the charge was improper, constitute an admission by SIT of any error or overcharge, or create any entitlement on the part of Client to a credit, refund, adjustment, or offset. Any credit, refund, or adjustment shall be issued only upon SIT's determination, following good-faith review, that the disputed charge was not properly payable.

(c) Client acknowledges that recurring Fees are billed based on user, seat, device, server, site, and license counts derived from the Onboarding and Offboarding Forms submitted by Client and the then-current state of the covered environment, and that Client is solely responsible for submitting an Offboarding Form for each departing employee, contractor, or user. An employee's departure, a user's inactivity, or nonuse of a Service does not, by itself, constitute an Offboarding Form submission or satisfy the offboarding-request procedure required under the applicable SOW, and Client's obligation to submit the required Offboarding Form is as set forth in the applicable SOW. Client shall not be entitled to any credit, refund, or retroactive adjustment for any period during which a user, seat, device, or license remained provisioned or billed because Client failed to submit the required Offboarding Form. Any such charge is subject to the sixty (60) day limitation in this Section 5.4. The offboarding of one or more users, seats, devices, or services, whether pursuant to a properly submitted offboarding request or otherwise, does not eliminate or reduce any minimum monthly commitment set forth in an applicable SOW or Order, nor does it reduce or excuse any noncancelable third-party license charges that SIT has disclosed to Client or that are otherwise reflected in the applicable Requested Services, including Microsoft Licenses under Section 2.14. Billing adjustments for reductions in user, seat, device, or service counts shall take effect only to the extent such adjustments are not precluded by an applicable minimum commitment or noncancelable charge obligation, and only from the billing period following the completion of the applicable offboarding process in accordance with the SOW.

(d) A timely dispute does not relieve Client of its obligation to pay all Invoiced amounts when due, including any disputed amount, or to maintain Autopay enrollment where required under any SOW. If a dispute is resolved in Client's favor, SIT will credit Client's account on the next Invoice. Late charges under Section 5.1 continue to accrue on any amount withheld.

(e) This Section 5.4 does not apply to claims of fraud or to manifest mathematical or clerical error in the calculation of an Invoice, provided Client notifies SIT promptly after discovery. An employee's departure, a user's inactivity, or nonuse of a service without submission of the required offboarding request does not, by itself, constitute a mathematical or clerical error within

the meaning of Section 5.4(e). The exception in Section 5.4(e) for manifest mathematical or clerical error applies to computational mistakes and transcription errors in the preparation of an Invoice, and does not encompass charges that accurately reflect the contracted user, seat, device, or service count as of the billing period in question, regardless of whether the relevant individual had ceased employment or use prior to that period. This Section 5.4 is in addition to, and not in lieu of, the limitations period set forth in Section 8.3.

(f) The repetition, restatement, or carry-forward of a previously invoiced charge on any subsequent Invoice, account statement, or billing communication shall not restart, toll, or extend the sixty (60) day dispute period applicable to that charge under Section 5.4(a). The dispute period for any charge runs from the date the Invoice first presenting that charge is delivered to Client in accordance with Section 5.4(a), and that period is not affected by SIT's subsequent re-presentation of the same charge.

6. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Proprietary Rights. SIT, or its Affiliates or licensors, owns and retains all right, title and interest in any and all intellectual property in or related to all Products, including trade secrets, patents, and copyrights. SIT neither grants nor otherwise transfers any rights of ownership in the Products to Client. Nothing in this Agreement is intended to or will have the effect of vesting in or transferring to Client rights in SIT's or its Affiliates' or its or their suppliers' software, methods, know-how, work product, notes, samples, designs, other preliminary information or materials, or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form in the course of performance of the Services, whether solely by SIT or jointly with Client. The Products are protected by applicable copyright and trade secrets laws, and other forms of intellectual property, informational and industrial property protection.

6.2 Product. In addition to Section 6.1, and not in limitation thereof, Client acknowledges and agrees that Client may only use and disclose Product in accordance with the terms of this Agreement and applicable SOW. SIT reserves any and all rights in and to the Product not expressly granted in this Agreement. Client may not disassemble or reverse engineer any Product, or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation, or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without SIT's prior written approval. Except as expressly authorized in this Agreement or any SOW, Client may not: (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or service provider business to process the data of third parties.

6.3 Deliverables Licensed Under This Agreement.

(a) Subject to the terms of this Agreement, SIT grants Client a non-exclusive, non-transferable license to use such programming, documentation, reports, and any other Deliverables provided as part of the Products solely for Client's own internal use. At all times, all software on the System must be genuine and licensed, and Client agrees to provide SIT with proof of such licensing upon its request. If SIT requires Client to implement certain minimum hardware or software requirements ("Minimum Requirements"), Client agrees to do so as an ongoing requirement of SIT providing its Services to Client.

(b) Except as expressly authorized in this Agreement, Client shall not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Product available to any third party; operate the Product in an outsourcing or service provider business to process the

data of third parties; or use or authorize the use of the Product in any manner or for any purpose that is unlawful.

(c) Any software product provided to Client by SIT as a reseller for a third party, which is licensed to Client under a separate software license agreement with such third party, will continue to be governed by such third-party license agreement.

(d) Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("EULAs"). If the acceptance of a EULA is required to provide the Services to Client, then Client hereby grants SIT permission to accept the EULA on Client's behalf. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs.

6.4 Client Data Ownership and Responsibility. Client shall bear sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material submitted by Client to SIT. Unless otherwise specified in the Requested Services, it is not the intent, nor does SIT provide any type of backup of Client data. Client will maintain adequate backup for all data and other items furnished to SIT. It is the Client's responsibility for any failure or malfunction of electrical or telecommunications infrastructure or services that causes damage to SIT's products or services and SIT disclaims all responsibility for any loss including data.

6.5 Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party and restrictions against use and disclosure of such Confidential Information after disclosure to the other party.

(a) "Confidential Information" means any information that is treated as confidential by either party ("Disclosing Party"), including trade secrets, technology, including, but not limited to, source and executable code, Product, and information pertaining to business operations and strategies, and information pertaining to Clients, pricing and marketing, regardless of whether such information was intentionally or unintentionally disclosed or marked as "confidential" or "proprietary" by the Disclosing Party or otherwise obtained (including by visual inspection) by the other party or any of its Representatives ("Receiving Party"). All notes, analyses, summaries, interpretations and other embodiments, expressions and derivative works of, containing, based on, derived from or otherwise reflecting any Confidential Information, in whole or in part, and prepared by any Person, shall themselves constitute the Confidential Information of the Disclosing Party on whose Confidential Information they are based. Without limiting the foregoing: (i) all Client Data (including all Personal Information) is and will remain the Confidential Information of Client, (ii) the Products and documentation are and will remain the Confidential Information of SIT, and (iii) the terms and existence of this Agreement are and will remain the Confidential Information of each of the parties.

(b) Confidential Information does not include any information or material that the Receiving Party can demonstrate by written or other documentary records: (i) is or becomes generally known other than through a breach of this Agreement or another confidentiality or non-disclosure agreement, obligation or duty, or other wrongful act, of or on behalf of the Receiving Party or any of its Representatives; (ii) was already rightfully known to the Receiving Party, without restriction on use or disclosure, prior to being directly or indirectly disclosed by or on behalf of the Disclosing Party, or obtained by or on behalf of the Receiving Party; (iii) has been or hereafter is rightfully received by or on behalf of the Receiving Party from a third party without restriction on use or disclosure and without breach of any agreement or obligation or duty of confidentiality to the Disclosing Party or any other Person; or (iv) was or is independently developed by the Receiving Party without access or reference to or use of any Confidential Information of the Disclosing Party.

6.6 Confidentiality and Use. Each Receiving Party recognizes and agrees that the Confidential Information of the Disclosing Party is critical to the Disclosing Party's business and that neither party would enter into this Agreement without assurance that such information and its value will be protected as provided in this Section 6 and elsewhere in this Agreement. The Receiving Party shall use, and ensure that its representatives and Affiliates use, reasonable care that is at least as protective as the efforts it uses with respect to its own confidential information to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted under this Agreement. Without limiting the foregoing, the Receiving Party shall maintain in effect and enforce rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement. As a condition to being provided with such Confidential Information, the Receiving Party agrees that, during the Term and for five (5) years thereafter, it will:

(a) not use or permit the use of the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights or perform its obligations under this Agreement;

(b) not use or permit the use of any of the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive advantage over the Disclosing Party;

(c) maintain the Disclosing Party's Confidential Information in strict confidence and, subject to Section 6.7, not disclose or make available the Disclosing Party's Confidential Information to any Person without the Disclosing Party's prior written consent, provided, however, that the Receiving Party may disclose the Confidential Information to its representatives and Affiliates who: (i) have a "need to know" for purposes of any performance, or exercise of any rights with respect to such Confidential Information, under this Agreement; (ii) have been informed in writing of the highly confidential nature of the Confidential Information and the limitations, procedures and obligations that apply to the access, use and disclosure of Confidential Information under this Section 6.6; and (iii) are themselves bound by written restricted use and nondisclosure agreements or obligations at least as restrictive as those set forth in this Agreement, provided, further, that the Receiving Party shall be responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives, of this Section 6.6; and

(d) notify the Disclosing Party in writing within three (3) Business Days of any unauthorized disclosure or use of the Disclosing Party's Confidential Information and cooperate with the Disclosing Party to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights and other rights therein.

6.7 Compelled Disclosures. If the Receiving Party becomes compelled by applicable law to disclose any Confidential Information, the Receiving Party shall, to the extent permissible by applicable law:

(a) as soon as possible after becoming aware of such requirement and prior to disclosing Confidential Information pursuant thereto, notify the Disclosing Party in writing of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Section 6;

(b) use reasonable efforts not to release such Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, oppose or limit such compelled disclosure or any further disclosure or use of Confidential Information that may result therefrom;

(c) cooperate with and provide assistance to the Disclosing Party in connection with any measures taken by the Disclosing Party as described in Section 6.5 to 6.6 and, if a protective order or other remedy is not obtained or the Disclosing Party waives compliance with this

Section 6.7, use reasonable efforts, at the Disclosing Party's expense, to obtain assurance that the Confidential Information will be accorded confidential treatment; and

(d) disclose only the portion of Confidential Information that it is legally required to produce to the minimum extent required by applicable law.

(e) No such compelled disclosure by the Receiving Party will otherwise affect the Receiving Party's obligations hereunder with respect to the Confidential Information so disclosed.

6.8 Proprietary Legends. Recipient may not remove, obscure, or alter any proprietary legend relating to the Disclosing Party's rights on or from any form of Confidential Information of the Disclosing Party, without the prior written consent of the Disclosing Party, except as expressly authorized by the Disclosing Party.

6.9 Return or Destruction of Client's Confidential Information. Within thirty (30) Days of the termination of this Agreement or Client's written request at any time and subject to any contrary obligations under applicable law, SIT shall at Client's direction return or destroy and erase from all systems it directly or indirectly uses or controls: (a) all originals and copies of all documents, materials and other embodiments and expressions in any form or medium that contain, reflect, incorporate or are based on Client's Confidential Information, in whole or in part, or (b) solely such specific Client Data, databases or other collections or articles of Client's Confidential Information as Client may request. However, SIT is not responsible for supplying Client or another third-party service provider any documentation system or other proprietary information developed by SIT, even if such documentation or information supports such Client's Deliverables. Client's Confidential Information, such specific Client Data and passwords, shall be delivered after payment in full to SIT, and SIT shall not be required to deliver such Confidential Information to Client or another third-party service provider until SIT is paid in full.

6.10 Injunctive Relief. Both parties acknowledge that their violation of this Section 6 may cause the other party immediate and irreparable harm. In the event of such breach, the breaching party agrees that the other party may seek, in addition to any and all other remedies available at law, an injunction, specific performance or other appropriate relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

6.11 HIPAA / Business Associate Agreement Acknowledgment. Client acknowledges and agrees that these Terms do not constitute a Business Associate Agreement ("BAA") as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA), and that the requirement for any such agreement in addition to these Terms may be necessary to provide the Services hereunder. Client acknowledges and agrees that Third-Party Service Providers and Third-Party Product vendors are not parties to any SOW, these Terms or other agreement with SIT unless specifically agreed in writing, and Client must obtain a separate BAA with the Third-Party Service Provider or Third-Party Product vendor where required. Client shall be solely responsible for the consequences of moving forward with the Services without such a BAA and shall be the sole judge of the necessity for a BAA in addition to these Terms. Client hereby agrees to protect, defend, indemnify, and release SIT Parties for any Damages, which relate to: (a) the failure of Client to comply with these Terms in proper handling of protected health information, (b) the absence of any necessary BAA, or (c) failing to notify SIT of the necessity of a BAA.

7. CYBER SECURITY, COMPLIANCE, AND LIABILITY EXCLUSIONS.

7.1 Client Cyber Security. It is understood that within the Services provided, it is not the intent, nor does SIT provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber threat monitoring for Client unless otherwise specified in the Requested Services of an applicable SOW. As cyber threats are always evolving, it is strongly recommended that Client engage the services of a cyber protection third-party vendor to independently monitor the cyber controls and cyber activities in Client System.

7.2 Regulatory Compliance. Client must disclose to SIT all applicable national, industry, regulatory, and security standards, policies, and procedures to which Client is or may be subject ("Applicable Standards"). Client acknowledges and agrees that the Requested Services alone will not achieve compliance with Applicable Standards without the Client taking additional action to ensure compliance. Client is solely responsible for reviewing their operations with qualified legal counsel or advisors to determine its Applicable Standards. Client acknowledges that SIT does not provide any legal, regulatory, or similar compliance services or solutions, and the Requested Services provided by SIT are solely limited to those indicated in the SOW or any subsequent SOW. Client agrees to promptly apply all necessary software and hardware updates and, at all times, comply with all Applicable Standards.

7.3 Unauthorized Information Transfer. In no event shall SIT or its subcontractors, whether under these Terms, a Requested Service, or any SOW, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, with respect to any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach or other form of cyberattack, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if Client's data or Systems are breached because of the distribution of and Client's response to, unsolicited email, direct mail, facsimiles, unsolicited text messages, voice calls, telemarketing or because of the collection of information by means of any form of electronic malware, wiretapping, bugging, video cameras or identification tags.

7.4 Extraordinary Events. In no event shall SIT or its subcontractors, whether under these Terms, Requested Services or subsequent SOW, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of a cyberattack or any other event not contemplated by these Terms.

7.5 Artificial Intelligence and Automated Systems.

(a) Client acknowledges and agrees that certain Services and Products provided by SIT or its Third-Party Service Providers may incorporate artificial intelligence, machine learning, large language models, or other automated decision-making technologies ("AI Tools"), including but not limited to endpoint detection and response (EDR), security information and event management (SIEM), identity threat detection, email filtering, vulnerability scanning, and threat intelligence platforms. SIT's own operational use of artificial intelligence in the performance of the Requested Services is separately governed by Section 7.6. Client acknowledges that AI Tools are probabilistic in nature and operate based on pattern recognition, heuristics, and algorithmic analysis. AI Tools may produce false positives, false negatives, inaccurate outputs, incomplete analysis, or unexpected results. SIT does not warrant, represent, or guarantee the accuracy, completeness, reliability, or suitability of any output, recommendation, detection, or

action generated by any AI Tool, whether deployed by SIT, a Third-Party Service Provider, or a Third-Party Product vendor. SIT shall not be liable for any losses, damages, claims, costs, or expenses arising from or related to any AI Tool's failure to detect, prevent, or respond to any threat, vulnerability, breach, or other security event, or from any action taken or not taken based on the output of any AI Tool.

(b) Client is solely responsible for evaluating, deploying, configuring, and managing any artificial intelligence tools, platforms, applications, copilots, assistants, chatbots, automation workflows, or generative AI technologies ("Client AI Tools") that Client or its employees, contractors, or agents introduce to or utilize on the System. Client shall notify SIT in writing prior to deploying, connecting, or granting access to any Client AI Tool that: (i) accesses, processes, stores, transmits, or has the ability to interact with any data, credentials, applications, or infrastructure on the System; (ii) integrates with or connects to Microsoft 365, Google Workspace, or any other cloud platform managed by SIT; (iii) has access to Client's network, servers, endpoints, or any device covered under this Agreement; or (iv) processes or has access to any personally identifiable information (PII), protected health information (PHI), financial data, or other sensitive or regulated data on the System. SIT shall have the right, in its sole discretion, to (1) assess any Client AI Tool for security risk and compatibility with the System and the Requested Services, (2) require the removal or restriction of any Client AI Tool that SIT determines poses an unacceptable risk to the security, integrity, or performance of the System or SIT's ability to provide the Requested Services, and (3) modify, suspend, or terminate some or all of the Requested Services if Client deploys a Client AI Tool without prior written notification to SIT or refuses to remove or restrict a Client AI Tool that SIT has identified as a risk. SIT shall not be liable for any losses, damages, data breaches, compliance violations, intellectual property infringement, data leakage, unauthorized disclosure, or any other adverse consequence arising from or related to Client's deployment or use of any Client AI Tool, regardless of whether SIT was notified of the Client AI Tool's deployment.

(c) Subject to Section 7.6, which governs SIT's own use of AI and limits such use to Service Delivery Data and excludes Client Business Content (each as defined in Section 7.6(a)) as defined therein, Client acknowledges and agrees that AI Tools (whether deployed by SIT, Third-Party Service Providers, or Client) may process, analyze, store, cache, or transmit Client data, including potentially sensitive or regulated data, to third-party servers, cloud environments, or training datasets operated by the AI Tool provider. SIT is not responsible for and disclaims all liability related to: (i) the data handling, privacy, or security practices of any third-party AI Tool provider; (ii) any unauthorized use, retention, or disclosure of Client data by a third-party AI Tool provider; (iii) any use of Client data for model training, improvement, or other purposes by a third-party AI Tool provider; or (iv) any violation of applicable privacy laws, regulations, or Applicable Standards resulting from Client's use of any AI Tool or Client AI Tool. Client is solely responsible for reviewing and complying with the terms of service, privacy policies, data processing agreements, and acceptable use policies of any AI Tool or Client AI Tool that processes Client data.

(d) SIT makes no warranty or representation regarding the accuracy, legality, appropriateness, or fitness for any purpose of any content, code, recommendation, analysis, report, or other output generated by any AI Tool or Client AI Tool ("AI Output"). Client assumes all risk and responsibility for any reliance upon, use of, or action taken based on any AI Output. Client agrees to independently verify any AI Output before relying upon it for business decisions, legal compliance, financial transactions, or any other purpose. SIT shall not be liable for any losses, damages, or claims arising from Client's reliance on any AI Output.

(e) Client agrees to protect, defend, indemnify, and release SIT Parties for any Damages, including with respect to third-party claims, that arise from or relate to: (i) Client's deployment,

use, or misuse of any Client AI Tool; (ii) Client's failure to notify SIT of the deployment of a Client AI Tool as required by Section 7.5(b); (iii) any data breach, compliance violation, intellectual property infringement, or other liability arising from or related to any Client AI Tool; or (iv) any AI Output generated by a Client AI Tool that causes harm to any third party or results in any legal liability.

7.6 SIT AI Governance and Data Protection.

(a) For purposes of this Section 7.6: (i) "SIT Operational AI Tools" means artificial intelligence, machine learning, or large language model platforms that SIT itself operates, configures, or directs in the course of performing the Requested Services, including tools used for service ticket analysis, documentation generation, reporting, automation, monitoring summarization, and internal workflow support; (ii) "Service Delivery Data" means the data SIT generates, collects, or maintains regarding Client's environment and Client's use of the Requested Services, including service tickets and related correspondence, Client contact and authorized user information, device and asset inventory, network and infrastructure configuration data, identity and licensing metadata, monitoring, alert, and telemetry data, patch and vulnerability status, backup and system status data, and documentation maintained by SIT; and (iii) "Client Business Content" means the data Client creates, owns, stores, and manages within its own environment, including files and documents stored on Client file servers, SharePoint, or OneDrive, mailbox and message contents, Teams and chat contents, databases, and data within Client's line-of-business applications. Service Delivery Data and Client Business Content each constitute Client Data and Confidential Information of Client for purposes of Section 6. SIT Operational AI Tools are distinct from: (1) AI Tools embedded within Third-Party Products or Third-Party Services as described in Section 7.5(a); and (2) Client AI Tools as described in Section 7.5(b).

(b) Client authorizes SIT to submit, process, and analyze Service Delivery Data through SIT Operational AI Tools to the extent reasonably necessary for SIT to perform its obligations under this Agreement, any SOW, and any Requested Services. SIT does not use SIT Operational AI Tools to access, index, analyze, or otherwise process Client Business Content, except where Client has expressly requested such processing in a SOW, Order, or other written authorization signed by Client that identifies the scope and purpose of the processing. Client acknowledges that Client Business Content may be incidentally present within Service Delivery Data submitted to SIT by Client or Client's users, including within service tickets, correspondence, attachments, and screenshots, that SIT Operational AI Tools will process such Service Delivery Data as a whole without isolating or excluding incidentally present Client Business Content, that such processing is treated as processing of Service Delivery Data and not as processing of Client Business Content for purposes of this Section 7.6(b), and that such incidental processing is subject to and handled in accordance with this Section 7.6 and Section 6. This authorization constitutes Client's prior written consent for purposes of Section 6.6(c) with respect to any vendor of a SIT Operational AI Tool that is bound by written terms meeting the requirements of Section 7.6(c), and each such vendor shall be treated as a Representative of SIT for purposes of Section 6. This authorization is granted for the duration of the Term, is not revocable by Client except as provided in Section 7.6(g), and is subject to the remaining provisions of this Section 7.6.

(c) SIT shall use commercially reasonable efforts to select and utilize SIT Operational AI Tools that are provided under enterprise, business, or commercial service terms which: (i) prohibit the use of Client Data for training, fine tuning, or otherwise improving the vendor's models; (ii) impose confidentiality obligations on the vendor with respect to submitted data; and (iii) provide for defined data retention limits. SIT's obligations under Section 6.6(c) with respect to

Representatives and Affiliates shall be deemed satisfied as to any such vendor that is bound by written terms meeting the requirements of this Section 7.6(c).

(d) SIT shall use commercially reasonable efforts to limit the Service Delivery Data submitted to any SIT Operational AI Tool to that which is reasonably necessary for the task being performed, and shall not submit Service Delivery Data to any SIT Operational AI Tool for any purpose unrelated to the performance of the Requested Services. Where Client has authorized processing of Client Business Content under Section 7.6(b), this Section 7.6(d) applies to that content on the same basis.

(e) No output of any SIT Operational AI Tool shall serve as the sole basis for a material configuration change, deletion of data, modification or disablement of a security control, or other materially adverse or irreversible action on the System. All such actions shall be reviewed by a qualified SIT technician prior to implementation. This Section 7.6(e) does not apply to automated actions taken by AI Tools embedded within Third-Party Products or Third- Party Services as described in Section 7.5(a), including automated threat response, isolation, or quarantine functions, which remain governed by Section 7.5.

(f) SIT does not use SIT Operational AI Tools to process Client's protected health information (PHI) as part of the Requested Services, and SIT shall not knowingly submit PHI to any SIT Operational AI Tool unless the applicable vendor is bound by a Business Associate Agreement or an equivalent written data protection agreement covering such processing. Client acknowledges that PHI or other regulated data may be incidentally present in material Client or Client's users submit to SIT as described in Section 7.6(a), and that SIT's obligation under this Section 7.6(f) is limited to not knowingly directing such data to a SIT Operational AI Tool absent the agreements described above. Client remains solely responsible under Section 7.2 for disclosing to SIT all Applicable Standards, and under Section 6.11 for identifying the need for and obtaining any required BAA. SIT shall have no liability under this Section 7.6(f) with respect to PHI or other regulated data that Client has not identified to SIT in accordance with Section 7.2.

(g) Client acknowledges and agrees that SIT's use of SIT Operational AI Tools is integral to SIT's service delivery model and to the pricing, response times, service levels, and scope set forth in any SOW, and that such use cannot be separated from the Requested Services. Client's authorization under Section 7.6(b) is a material condition of this Agreement and of any SOW. SIT will consider written requests for accommodation with respect to a specific tool, data type, or processing activity, and any such accommodation shall be effective only if agreed in a writing signed by SIT and may result in changes to the scope, service levels, timelines, or Fees applicable to the Requested Services. Upon Client's written request, and no more than once in any twelve (12) month period, SIT will provide a summary description of the categories of SIT Operational AI Tools then in use in connection with Client's Requested Services and the general nature of the Client Data processed through them. Such summary shall not require SIT to disclose vendor identities, contractual terms, pricing, configurations, or other information that constitutes SIT's Confidential Information or that would compromise the security of SIT's or any other client's environment.

(h) With respect to Client Data processed through any SIT Operational AI Tool, SIT's obligations under Section 6.9 shall be satisfied by: (i) deleting or returning such Client Data from systems within SIT's direct control; and (ii) submitting a deletion request to the applicable vendor and using commercially reasonable efforts to obtain confirmation of deletion in accordance with that vendor's then-current data retention and deletion practices. Client acknowledges that SIT does not control the internal retention, backup, or log systems of any third-party vendor and cannot guarantee deletion from such systems.

(i) Nothing in this Section 7.6 constitutes a representation, warranty, or guarantee that SIT's use of SIT Operational AI Tools satisfies any Applicable Standard, regulatory requirement, industry framework, or Client policy. Section 7.2 governs. Client remains solely responsible for determining its Applicable Standards and for evaluating whether SIT's use of SIT Operational AI Tools is consistent with those standards.

(j) This Section 7.6 supplements and does not modify, limit, or waive any provision of Section 7.5. In the event of any conflict between this Section 7.6 and Section 7.5, Section 7.5 shall control with respect to AI Tools and Client AI Tools as those terms are defined in Section 7.5, and this Section 7.6 shall control with respect to SIT Operational AI Tools. All obligations of SIT under this Section 7.6 are subject in all respects to Sections 8.1 and 8.2. Client's exclusive remedy for any breach of this Section 7.6 shall be as set forth in Section 9.2. Nothing in this Section 7.6 shall be construed to expand SIT's liability beyond the limitations set forth in Section 8.

8. ALLOCATION OF RISK.

8.1 Disclaimer of Damages. EXCEPT FOR VIOLATIONS OF SECTION 6, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE LIABLE TO THE OTHER PARTY, OR ITS AFFILIATES OR LICENSORS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES OR THE PRODUCT (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST COMPUTER USAGE, LOSS OF GOOD WILL, WORK STOPPAGE, DATA LOSS, LOSS OF INTELLECTUAL PROPERTY, COMPUTER FAILURE OR MALFUNCTION, AND DAMAGE OR LOSS OF USE OF DATA), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE NEGLIGENCE OF EITHER PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

8.2 Monetary Liability Cap. REGARDLESS OF THE FORM OF LEGAL ACTION (AGREEMENT OR TORT CLAIMS), IN NO EVENT SHALL SIT'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF AGGREGATE FEES PAID BY CLIENT TO SIT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR AS OTHERWISE STATED IN THE APPLICABLE SOW BETWEEN THE PARTIES, WHICHEVER IS LESS.

8.3 Statute of Limitations. Each Party shall have one (1) year from the accrual of a cause of action to bring such action. If either Party fails to bring such action within one (1) year of its accrual, then such Party shall be deemed to have waived whatever rights such Party may have had in relation to such cause of action including all legal and equitable remedies.

9. SPECIFIC TERMS.

9.1 All Necessary Rights. If, as part of SIT's provision of Services and delivery of Products to Client, SIT is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Client, then prior to SIT's provision of such Services and delivery of Products, Client will acquire any and all rights, consents, and authorizations necessary for SIT to perform such Services (each a "Third Party Authorization"). Client shall deliver to SIT a written confirmation, in form acceptable to SIT, stating that Client has obtained such Third Party Authorization. Client shall protect, defend, indemnify, and release SIT Parties for any Damages arising out of or resulting from any third-party claim, suit, action or proceeding related to any work performed under this Section 9.1.

9.2 Limited Warranty and Liability. SIT warrants that the services performed and product provided will be of a quality conforming to generally accepted practices that are standard within

the software services industry for a period of: (i) forty-five (45) days from substantial completion of the Services for an existing building, or (ii) ninety (90) days from substantial completion of the Services for new construction, or (iii) as required by law. Client's exclusive remedy and SIT's entire liability under this warranty will be for sit to re-perform any non-conforming portion of the services (or provide product) within a reasonable period of time, or if SIT cannot remedy the breach during such time period, then refund the portion of the fee attributable to such non-conforming portion of the Services or Product. This warranty will not apply to the extent Client, its contractors or agents have modified any Product, unless otherwise authorized by SIT in writing. This warranty and condition is in lieu of all other warranties and conditions. There are no other express or implied warranties or conditions, including the implied warranty of merchantability or fitness for a particular purpose.

9.3 Intellectual Property Indemnity.

(a) If a third party asserts a claim against Client asserting that the Deliverables and/or SIT's performance of the Services or delivery of Product in accordance with the terms of this Agreement, except for Services provided in accordance with Section 9.1 hereof, violates a patent, trade secret or copyright (an "Intellectual Property Right") owned by that third party ("Infringement Claim"), then SIT will, at its own expense: (i) defend or settle the Infringement Claim; and (ii) indemnify Client for any damages finally awarded against Client, but only if Client promptly notifies SIT of any Infringement Claim. SIT retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Client shall provide all reasonable assistance requested by SIT. SIT will not be liable for any expenses or settlements incurred by Client without SIT's prior written consent.

(b) If an injunction or order is obtained against SIT performing the Services or providing the Product for Client and/or Client using the Products by reason of the allegations of infringement, or if in SIT's opinion the Products may violate a third party's proprietary rights, then SIT will, at its expense: (i) procure for Client the right to continue to receive the Product; (ii) modify or replace the Product with a compatible, functionally equivalent substitute; or (iii) if neither (i) nor (ii) are commercially practical, terminate this Agreement and any applicable Addenda and release Client from its obligation to make future payments for the Product. Sections 8 and 9.3 contain Client's exclusive remedies and SIT's sole liability for claims of infringement.

9.4 Insurance Coverage. SIT and Client will each maintain, at its own expense, reasonable insurance necessary to cover its assets/property, liability, theft, employees, and contractors.

(a) This insurance shall include at a minimum: (i) general commercial liability insurance with a limit of no less than one million ($1,000,000) dollars per occurrence and two million ($2,000,000) dollars in the aggregate; (ii) workers' compensation and unemployment insurance coverages as required by applicable state and federal laws; (iii) SIT agrees to maintain a general liability and cyber liability errors and omissions insurance policy with a limit not less than $1,000,000 per occurrence. Upon request by either Party, the other Party shall provide certificates of insurance evidencing such insurance signed by an authorized representative of the insurer.

(b) Client must have and maintain their own all-inclusive cyber insurance policy, with minimum coverage of no less than one million ($1,000,000) dollars, against things such as but not limited to cyber-attacks, data loss, malware and ransomware related matters, and privacy related breaches, as such incidents can occur even under a "best practice" scenario. Client acknowledges that SIT does not provide Client with any form of Cyber and Privacy Liability or other insurance coverage in connection with the Services or an executed SOW and that Client's use of the Services does not, in any way: (i) replace a Cyber and Privacy Liability policy, (ii)

mitigate Client's need for Cyber and Privacy Liability insurance coverage, or (iii) relieve Client's responsibility for obtaining its own Cyber and Privacy Insurance coverage.

(c) Client shall secure at Client's own cost and expense property insurance for the full replacement value of Client's System(s) and equipment that may be applicable to these Terms or any SOW. For any Product provided to Client under this Agreement, Client, at its own expense, shall add or increase and maintain the necessary coverage for each such Product, insurance against loss, theft, and damage in an insured amount the greater of (i) the outstanding balance owed to SIT on such Product, or (ii) the full replacement value of such Product and in a form, and with companies, satisfactory to SIT.

(d) TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER PARTY FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY, PROFESSIONAL LIABILITY, GENERAL LIABILITY, PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER AND PRIVACY OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD SIT, ITS SUBCONTRACTORS AND/OR THIRD-PARTY SERVICE PROVIDERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT CLIENT INSURANCE POLICIES REFERENCED ABOVE PROVIDE FOR THE WAIVER OF SUBROGATION.

(e) Client shall cause SIT Parties to be named as additional insureds on Client's commercial general liability and umbrella/excess liability policies for claims arising out of or relating to Client's acts or omissions, Client's premises, Client's System, Client Data, Client's use of the Services or Products, or Client's breach of this Agreement. To the extent available under Client's cyber/privacy liability, technology errors and omissions, or similar policies, Client shall cause SIT Parties to be included as additional insureds, covered vendors, contractual indemnitees, or equivalent protected parties. For any Product, equipment, hardware, or other property owned, leased, loaned, financed, or otherwise provided by SIT and located at Client's premises or under Client's possession or control, Client shall cause SIT to be named as loss payee or lender's loss payee, as applicable, under Client's property insurance policy. Client's insurance shall be primary and non-contributory with respect to any insurance maintained by SIT, and Client shall cause its insurers to waive rights of subrogation against SIT Parties. Upon request, Client shall provide certificates of insurance and copies of applicable additional insured, loss payee, lender's loss payee, primary and non-contributory, and waiver of subrogation endorsements.

9.5 Independent Contractor. Nothing in this Agreement will be construed to make either party an employer, employee, agent or partner of the other, and this Agreement will not be construed to create rights, express or implied, on behalf of or for the use of any party other than SIT and Client. All of the Product delivered by SIT will be performed as an independent contractor. SIT will perform such delivery of Product under the general direction of Client, but SIT will have sole discretion to determine the manner, method and means of performing such delivery of Product subject to the provisions of this Agreement and any applicable Order. Neither party will have any authority to make any contract in the name of, or otherwise bind, the other party, beyond what is contemplated in this Agreement, any applicable Order or Statement of Work. SIT will be responsible for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to SIT and SIT's employees that perform any work under or pursuant to the terms of this Agreement.

9.6 Non-solicitation. Except as may be provided in any definitive written agreement between the parties entered into after the date hereof, each party agrees that during the term of this

Agreement and for a period of one (1) year after the expiration or earlier termination of this Agreement, without obtaining the prior written consent of the other party, neither such party nor any of its Affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity, solicit for employment or otherwise induce, influence or encourage to terminate employment with the other party, or employ, or engage as an independent contractor, any current or former employee of the other party with whom the restricted party had contact in connection with this Agreement, except pursuant to a general solicitation through the media that is not directed specifically to any employees of the other party. Client and SIT mutually acknowledge and agree that in the event of a breach by Client of this provision, Client shall pay to SIT as liquidated damages, not as a penalty, damages equal to the sum of: (i) the cost of finding (including fees to a recruiter), hiring, and training a new employee, (ii) the difference in the hourly rate or salary (as applicable) of the solicited employee and the cost of any hourly rate or salary (as applicable) for the replacement employee for a period of at the rate of employment (part time or full time) for which the replacement employee is hired; and (iii) calculable lost revenue (from delayed or forfeited Services or Product or by lost or decreased Clients) as a result of not having that employee between the departure of that employee and time of training the replacement employee. This amount represents the Parties' reasonable assessment of damages SIT would suffer, taking into account recruitment, training, lost revenue, and the difficulty of replacement. This liquidated damages provision shall not limit SIT's rights to obtain injunctive relief or any other damages as may be appropriate.

9.7 Mutual Indemnification. (a) Subject to Section 8, each Party, as indemnifying party, shall protect, defend, indemnify, and release the other Party and such other Party's subcontractors, employees, directors, managers, members, Affiliates, agents, representatives, successors, assigns, and related parties, as applicable, from and against any Damages arising out of or relating to:

(i) any breach of this Agreement by the indemnifying Party, including the enforcement of this Section 9.7;

(ii) any fraud, willful misconduct, or gross negligence solely undertaken or caused by the indemnifying Party; or

(iii) any alleged infringement, misappropriation, unauthorized use, or unlicensed use of any copyright, patent, trade secret, trademark, intellectual property right, material, property, data, content, software, or other work solely undertaken or caused by the indemnifying Party.

The indemnification obligations in this Section 9.7 shall not apply to the extent the applicable Damages arise from the joint, concurring, comparative, or contributory fraud, willful misconduct, or gross negligence of the Party seeking indemnification.

(b) A Party seeking indemnification under this Section 9.7, the "Indemnified Party," shall promptly notify the Party from whom indemnification is sought, the "Indemnifying Party," in writing of any claim, demand, action, suit, or proceeding for which indemnification may be sought, an "Indemnified Claim." The notice shall describe the Indemnified Claim in reasonable detail and include copies of material written notices, pleadings, demands, or other documents received by the Indemnified Party. Failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations under this Section 9.7 except to the extent the Indemnifying Party is materially prejudiced by the delay.

(c) For any third-party Indemnified Claim, the Indemnifying Party shall have the right, but not the obligation, to assume and control the defense of the Indemnified Claim using counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party assumes the defense,

the Indemnifying Party shall diligently conduct the defense and shall be responsible for the fees and expenses of counsel retained by the Indemnifying Party.

(d) The Indemnified Party may participate in the defense of any Indemnified Claim with counsel of its own choosing at its own expense. However, the Indemnifying Party shall pay the reasonable fees and expenses of separate counsel for the Indemnified Party if:

(i) the Indemnifying Party fails to assume the defense within a reasonable time after receiving notice;

(ii) the Indemnifying Party fails to diligently defend the Indemnified Claim;

(iii) the Indemnified Party reasonably determines that a conflict of interest exists between the Parties with respect to the defense; or

(iv) the Indemnified Claim seeks equitable relief, injunctive relief, criminal penalties, regulatory sanctions, or other relief that could materially affect the Indemnified Party other than through monetary Damages.

(e) The Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense, settlement, or compromise of any Indemnified Claim, at the Indemnifying Party's expense. The Indemnifying Party shall reimburse the Indemnified Party for reasonable out-of-pocket expenses incurred in providing such cooperation.

(f) The Indemnifying Party shall not settle, compromise, or consent to the entry of any judgment with respect to an Indemnified Claim without the Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed, unless the settlement:

(i) includes a full and unconditional release of the Indemnified Party from all liability with respect to the Indemnified Claim;

(ii) does not impose any admission of fault, wrongdoing, violation of law, or liability on the Indemnified Party;

(iii) does not impose any non-monetary obligation, restriction, or equitable relief on the Indemnified Party; and

(iv) requires only the payment of money damages that are paid in full by the Indemnifying Party.

The Indemnified Party shall not settle any Indemnified Claim for which it seeks indemnification without the Indemnifying Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

(g) The Indemnifying Party shall pay all covered Damages as and when incurred or awarded, including any final judgment, approved settlement, reasonable attorneys' fees, and costs subject to indemnification under this Section 9.7.

(h) The obligations in this Section 9.7 shall survive expiration or termination of this Agreement to the extent necessary to resolve any Indemnified Claim arising out of acts, omissions, events, or circumstances occurring before expiration or termination.

9.8 Actions By Termination.

(a) If Client terminates this Agreement or any particular Order for any reason, then the remaining balance for the remaining term of the Order(s) being terminated must be paid in full within fifteen (15) days of the requested termination date. If in the case of material breach of this agreement by SIT that has not been cured within ninety (90) days of receipt of written notice of

said breach with intention to terminate by Client then any future remaining payments after the current billing cycle of said termination date are waived by SIT.

(b) SIT, at its sole discretion, may suspend, terminate, or both, any or all Order(s) to Client and/or this Agreement, in whole or in part, at any time and for any reason, with or without cause, upon providing thirty (30) days' written notice to Client. Additionally, SIT, at its sole discretion, may suspend, terminate, or both, any or all Order(s) to Client and/or this Agreement, in whole or in part, immediately upon written notice to Client if:

(i) Client fails to make any payment when due and such failure continues for more than fifteen (15) days after written notice from Provider;

(ii) Client breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days after written notice from Provider;

(iii) SIT determines, in its sole discretion, that continuing the relationship poses a risk to its personnel, systems, data integrity, or business operations;

(iv) Client engages in conduct that, in SIT's sole discretion, may damage SIT's reputation or business interests;

(v) Client misuses or attempts to use any SIT-supplied technology, access, or services in a manner that violates applicable law, infringes the rights of others, or compromises system security, including but not limited to unauthorized access, distribution of malware, or use of services for prohibited or unethical purposes; or

(vi) Client or its representatives harass, abuse, threaten, or otherwise engage in inappropriate or unprofessional conduct toward SIT personnel, whether in-person, by phone, electronically, or through any other means.

(c) Upon termination of this Agreement for any reason:

(i) All amounts due and owing to SIT shall become immediately due and payable;

(ii) Client shall return all technology, intellectual property, and confidential information of SIT in its possession, or if confidential information cannot be returned, then destroyed and confirmed by affidavit upon request by SIT;

(iii) SIT shall have no obligation to provide transition assistance unless otherwise agreed in writing and paid for at SIT's then-current hourly rates;

(iv) Sections of this Agreement which by their nature should survive termination (including but not limited to confidentiality, limitation of liability, and indemnity) shall survive; and

(v) if this Agreement is terminated due to: (1) Client's early termination not due to SIT's failure to cure within the applicable time period or (2) Section 9.8(b)(i)-(vi) above, then Client shall owe an amount equal to the prior month's bill multiplied by three, which parties agree shall be considered reasonable liquidated damages, as actual damages would be difficult to ascertain.

10. SECURITY INTEREST, COMPLIANCE, AND AUDITS.

10.1 Loaned or SIT Provided Hardware. Any hardware loaned or provided as needed by SIT is strictly owned entirely by SIT and not Client. Client is provided such hardware only on loan or in conjunction with other services being provided. SIT hardware will be labeled as such and also stated as such on provided documentation. In no way is Client allowed to lien, sell, tamper or use any such provided hardware outside the scope of use set forth by SIT. In the event Client becomes insolvent or bankrupt Client acknowledges such hardware is a non-asset and solely

owned by SIT. Client agrees to turn over immediately all such hardware upon Order, Addenda or Deliverable termination or replacement of such hardware by SIT.

10.2 Hardware and Software Purchases. All non-proprietary computer and network hardware and software must be purchased through SIT (unless approved otherwise by SIT) thus ensuring network integrity, configuration needs and uniformity. SIT offers many options and competitive pricing on all hardware and software. As the IT professionals, SIT can best advise what will compliment and work properly on the entire network in addition to any proper preparation needed.

10.3 Security Interest. Client hereby acknowledges and agrees that, for all Products that are specifically stated in an Order that are not leased and for any other Product that a Court of competent jurisdiction determines has been sold, and not leased, Client hereby grants to SIT, as collateral security for the payment of the purchase price of any Product and performance in full of all the obligations of the Client under this Agreement, a lien on and security interest in and to all of the right, title and interest of the Buyer in, to and under such Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Indiana Uniform Commercial Code.

10.4 Verification. Upon SIT's written request, Client will provide SIT with a certification signed by an officer of Client verifying that Product is being used pursuant to the terms of this Agreement, including without limitation the licensed capacity of the Product.

10.5 Audit. SIT or its Representatives may, in SIT's sole discretion, audit Client's use of the Products delivered under this Agreement at any time during the term and for two (2) years following the expiration or termination of this Agreement, provided, however, that no more than two (2) audits may be conducted in any six (6) month period. Client shall fully cooperate with SIT's audit and provide access to records, equipment, information, and personnel requested by SIT. SIT may conduct audits only during Client's normal business hours and in a manner that does not unreasonably interfere with Client's business operations. If the audit determines that Client's usage of the Product(s) exceeded the usage permitted by this Agreement, Client shall pay to SIT all fees due for such excess usage of the Product(s), plus any costs incurred by SIT in conducting the audit, within fifteen (15) days of the date of written notification of the audit results.

10.6 Export Controls. Client will cooperate with SIT as reasonably necessary to permit SIT to comply with the laws and regulations of the United States and all other relevant countries, relating to the control of exports ("Export Laws"). Client may not import, nor export or re-export directly or indirectly, including via remote access, any part of the Product into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws, without first obtaining such a validated license. Any violation of this Section 10.6 shall not be subject to any limitations set forth in Sections 8 or 9.7 of this Agreement.

10.7 Administrator Access. In order to reduce the likelihood of accidental software/hardware and security compliance issues coupled with increasing the threat for potential malicious software compromising the Client's systems and data, users should never normally have access to administrative rights on a workstation, server or network nor need it. However, if there is a strong business case local administrative access may be requested. In the event of such, SIT will require an authorization and release of liability document to be executed prior to the release of such information which protects both Client and SIT from any unauthorized access requests and limits liability. Unless an emergency situation such request will require two (2) standard business days for processing.

10.8 Referencing. Client agrees that SIT and its Affiliates may refer to Client as a Client of SIT, both internally and in externally published media. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential Clients of SIT who wish to evaluate the technical specifications of Product.

11. GENERAL PROVISIONS.

11.1 Entire Agreement. This Agreement, together with each SOW and Order, constitutes the entire agreement between Client and SIT, and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. For purposes of this Section 11.1, "this Agreement" includes the version of the Master Service Agreement, Statement of Work, and Service Level Agreement published at SIT's designated legal URL as of the date Client accepts the applicable quote, as determined by SIT's archived version records, regardless of whether the full text of any such document is reproduced within the quote itself. In the event of a conflict between this Agreement and any individual SOW or Order, the terms of the SOW will control, followed by the terms of the applicable Order and then this Agreement.

11.2 Severability. Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in full effect.

11.3 No Waivers. Failure of a party to require performance by the other party under this Agreement will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach.

11.4 Force Majeure. Neither Party will be liable to the other Party for delays or failures to perform its obligations under these Terms, any SOW, or any Requested Services because of circumstances beyond such Party's reasonable control. Such circumstances include, but will not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, pandemic, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware solution, or if such loss, delay or failure to perform was the result of or arose from any fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God, national or global pandemic, or civil commotion, or any action taken in controlling, preventing or suppressing any of these things. This provision does not apply to the payment of monies or any breach of Section 6 or 9.6.

11.5 Notices. Unless otherwise provided, notices to either party will be in writing to the last known physical address by certified mail return receipt requested and via email to the last known email address, or as later amended, and deemed effective when received.

11.6 Successors and Assigns. Client shall not assign, transfer, subcontract, or delegate any of its rights, duties, and/or obligations under these Terms or any SOW without the prior written consent of SIT. Client shall not effectuate a change of control of its business, including but not limited to, any merger, acquisition, consolidation, or sale of all or substantially all of its assets, without the prior written consent of SIT. For purposes of this Agreement, "change of control" shall mean any transaction or series of transactions in which the ownership or control of Client is transferred or altered such that the persons or entities that control Client, directly or indirectly, are changed. In the event Client authorizes a name change, sells all or any portion thereof including but not limited to a stock, asset, or any other form of sale, transfers the entity or operations/management of in full or in part, this Agreement remains binding and in full effect.

SIT may assign, transfer, subcontract, or delegate any of its rights, duties, and/or obligations under these Terms or any SOW to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of its business.

11.7 Dispute Resolution and Governing Law.

(a) This Agreement, each SOW, each Order, the Services, the Products, and all disputes arising out of or relating to any of the foregoing shall be governed by and construed in accordance with the substantive laws of the State of Indiana, without giving effect to any conflict-of-law rule that would require or permit the application of the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

(b) Except for the Excluded Claims described in Section 11.7(d), any controversy, claim, dispute, action, or proceeding arising out of or relating to this Agreement, any SOW, any Order, the Services, the Products, or the breach, termination, enforcement, interpretation, or validity of any of the foregoing, where the amount in controversy exceeds Ten Thousand Dollars ($10,000), exclusive of interest, attorneys' fees, arbitration fees, and costs, shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall be conducted before one arbitrator, unless the parties agree otherwise in writing. The seat and location of the arbitration shall be Valparaiso, Indiana. The arbitrator shall issue a written award and may award any relief available under this Agreement or applicable law, subject to the limitations of liability and remedies set forth in this Agreement. Judgment on the arbitration award may be entered in any court of competent jurisdiction located in Porter County, Indiana.

(c) The parties shall keep confidential the existence, content, filings, evidence, testimony, proceedings, award, and outcome of any arbitration, except to the extent disclosure is required by applicable law, required to enforce or challenge an award, required for financial reporting or insurance purposes, or reasonably necessary for a party to consult with its attorneys, accountants, insurers, auditors, lenders, investors, or other professional advisors, each of whom must be informed of the confidential nature of the arbitration.

(d) Notwithstanding Section 11.7(b), either party may seek temporary, preliminary, or permanent injunctive relief, specific performance, or other equitable relief in any state or federal court of competent jurisdiction located in Porter County, Indiana. In addition, SIT may elect to file in a state or federal court of competent jurisdiction located in Porter County, Indiana:

> (i) any claim against Client where the amount in controversy is Ten Thousand Dollars ($10,000) or less, exclusive of interest, attorneys' fees, and costs;
>
> (ii) any claim to collect unpaid Fees, Expenses, late charges, collection costs, or other amounts due to SIT; and
>
> (iii) any claim or action arising from Client's refusal or failure to comply with the arbitration requirements of this Section 11.7.

(e) For any court proceeding permitted under this Section 11.7, each party irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts of competent jurisdiction located in Porter County, Indiana. Each party waives, to the fullest extent permitted by law, any objection to jurisdiction, venue, or inconvenient forum in those courts.

(f) Each party consents to service of process by certified mail, nationally recognized overnight courier, or any other method permitted by applicable law, addressed to the party at the notice address set forth in this Agreement or any updated notice address provided in accordance with this Agreement.

(g) If SIT files a court proceeding permitted under Section 11.7(d) and the court determines that the amount in controversy exceeds Ten Thousand Dollars ($10,000), exclusive of interest, attorneys' fees, and costs, then, upon SIT's written election or upon order of the court, the claim shall be dismissed without prejudice or stayed and submitted to arbitration in accordance with Section 11.7(b).

(h) The prevailing party in any arbitration, litigation, or other proceeding arising out of or relating to this Agreement, any SOW, any Order, the Services, or the Products shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expert fees, arbitration fees, court costs, and other costs of collection or enforcement.

11.8 Survival. The provisions contained in this Agreement or any SOW that by their context are intended to survive termination or expiration will survive, including without limitation Sections 2.14, 3, 5, 6, 7, 8, 9, 10, and 11.

11.9 Authority. If Client is a corporation, limited liability company or any other type of entity, the authorized representative, ("Signing Authority") of this Agreement which shall include any Addenda and Order(s) hereby covenants, represents, and warrants that the Signing Authority is duly formed or duly qualified to execute, acknowledge, and deliver the Agreement including any Addenda and Order(s) for Client as an officer, member, or agent of Client.

This Agreement is effective and hereby entered into and accepted by Client upon acceptance of any Order, SOW or quote provided to any prospective or existing Client by SIT. Where any such Order, SOW, or quote references this Agreement, any SOW, or any SLA by hyperlink or URL, Client's acceptance constitutes acceptance of, and incorporates by reference, those documents as published at the referenced location at the time of acceptance, with the same force and effect as if set out in full in the quote. Client's obligations under any incorporated document are not affected by any subsequent inability to access the referenced link. SIT and Client hereto warrant and represent that this Agreement constitutes the legal, valid and binding obligation of both SIT and Client executed by its Signing Authority as of the Agreement Effective Date.