MASTER SERVICE LEVEL AGREEMENT

This Master Service Level Agreement (the "MSLA") governs the operational delivery of Services by Prosper IT, LLC, doing business as Endeavor IT ("Endeavor IT"), to the Client identified in each Service Order. The MSLA is incorporated into each Service Order by reference and is part of the Agreement, as defined in the MTC.

This MSLA implements the service delivery commitments set forth in the MTC. Nothing in this MSLA shall be interpreted to reduce or limit any commitment made by Endeavor IT in the MTC. Capitalized terms used in this MSLA that are not defined herein have the meanings given in the MTC.

1. Definitions

"After Hours" means any time on a Business Day before 8:00 AM Eastern Time or after 6:00 PM Eastern Time, and all hours on Saturdays, Sundays, and Holidays.

"Authorized Contact" means an individual designated by Client in the Service Order to receive communications from Endeavor IT and to act on Client's behalf with respect to the Services. Client shall designate Authorized Contacts in four roles: Technical Contact, Security Contact, Billing Contact, and Executive Sponsor. A single individual may hold more than one role.

"Back-End Infrastructure" means infrastructure used by Endeavor IT to deliver the Services that is owned, leased, or otherwise controlled by Endeavor IT, including hosted environments, monitoring systems, and management platforms.

"Block Hours" means a prepaid bank of service hours, as set forth in the applicable Service Order.

"Client Equipment" means Equipment owned, leased, or otherwise controlled by Client.

"Configuration Change" means a change to the configuration of a Managed asset or other element of the Services.

"Covered by Agreement" means a work record for which no separate charge is assessed because the work is included in the Inclusive Fee for the applicable Service.

"Drawn from Block" means a work record that consumes time from a Block Hours bank.

"Billed to Client" means a work record billed to Client at the rates set forth in the applicable Service Order or, if not specified, Endeavor IT's then-current standard rates.

"Emergency Maintenance" means Maintenance performed outside a Maintenance Window to prevent or remediate a security vulnerability, service disruption, data loss risk, or other material

risk to Client systems or data that cannot reasonably be deferred to the next Maintenance Window.

"End-of-Life" means a classification applied by Endeavor IT to Equipment that Endeavor IT will no longer support.

"End-of-Sale" means a classification applied by Endeavor IT to Equipment that Endeavor IT will no longer offer for new installations but will continue to support during a transition period.

"Endeavor IT Equipment" means Equipment owned or leased by Endeavor IT, including Endeavor IT-Provided Mobile Equipment.

"Equipment" means hardware used in connection with the Services, including computing devices, networking equipment, and mobile devices.

"Holiday" means a holiday observed by Endeavor IT, as listed below:

New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

"Impact" means the degree to which an Incident adversely affects Client operations, characterized as High, Medium, or Low based on the scope and severity of the effect on Client. Impact is one of two inputs to the Priority assignment under Section 10.

"Inclusive Fee" means a Financing Model in which the Fees for the Service include all work within the scope of that Service, as set forth in the Service Order.

"Incident" means an unplanned event reported by Client through a Support Call, or an event detected by Endeavor IT, that adversely affects (or that, if not addressed, would adversely affect) Client's use of a Service.

"Initial Response" means the first communication from an Endeavor IT technician acknowledging a Support Call, delivered by phone, email, or chat. An automated ticket creation confirmation does not constitute an Initial Response.

"Maintenance" means planned activities performed by Endeavor IT to maintain the Services, including patches, updates, upgrades, and configuration changes.

"Maintenance Window" means the regularly scheduled time during which Maintenance may be performed. The default Maintenance Window is Friday 9:00 PM Eastern Time through Saturday 5:00 AM Eastern Time. A Service Order may specify a different Maintenance Window for a particular Client.

"Managed" means an Equipment classification under which Endeavor IT provides active management, including configuration management, patching, monitoring, and support.

"Monitored" means an Equipment classification under which Endeavor IT provides monitoring and alerting but not active management.

"Priority" means the priority level assigned to an Incident, determined by the intersection of Urgency and Impact under the Priority matrix in Section 10. There are four Priority levels: Priority 1, Priority 2, Priority 3, and Priority 4.

"Resolution" means either (i) restoration of the affected Service to its normal performance; or (ii) implementation of a workaround that allows Client to use the affected Service substantially as intended, in each case as determined by Endeavor IT in good faith.

"Resolution Goal" means the time, measured from Endeavor IT's receipt of a Support Call to Endeavor IT's achievement of Resolution, within which Endeavor IT targets to achieve Resolution, as set forth in Section 10.

"Response Goal" means the time, measured from Endeavor IT's receipt of a Support Call to Endeavor IT's Initial Response, within which Endeavor IT targets to provide an Initial Response, as set forth in Section 10.

"Service Commencement Date" has the meaning given in Section 3.1.

"Service Outage" means an unplanned interruption to a Service of more than 15 minutes' duration that prevents Client from accessing or using the Service. The 15-minute threshold applies only to eligibility for SLA Credits; Endeavor IT tracks and responds to all incidents regardless of duration.

"SLA Credit" has the meaning given in Section 10.

"SLA Goals" means the performance targets for the Services, including the Response Goals and Resolution Goals set forth in Section 10 and any service-specific performance targets set forth in the applicable Individual SLA.

"Subcontractor" means a third party engaged by Endeavor IT to perform Services involving (i) access to Client systems or Client Data; (ii) direct interaction with Client personnel; or (iii) delivery of a defined element of the Services on Endeavor IT's behalf. A Subcontractor does not include a Vendor providing products or services pass-through to Client, or a vendor providing tools or infrastructure used internally by Endeavor IT.

"Support Call" means a request for support submitted by an Authorized Contact through a channel Endeavor IT makes available.

"Urgency" means the speed with which an Incident requires a response, characterized as High, Medium, or Low based on the time-sensitivity of the business need. Urgency is one of two inputs to the Priority assignment under Section 10.

2. Document Hierarchy and Order of Precedence

2.1 Order of Precedence. The order of precedence among the documents that comprise the Agreement is governed by MTC Section 2.

2.2 Individual SLAs. Individual SLAs extend this MSLA with service-specific operational detail. Where an Individual SLA addresses a service-specific operational matter not addressed by this MSLA, the Individual SLA controls on that matter.

2.3 Compliance Addenda. Where a Compliance Addendum and this MSLA impose conflicting requirements, the more stringent requirement applies.

2.4 Relationship to MTC. This MSLA implements the service delivery commitments set forth in the MTC. Nothing in this MSLA shall be interpreted to reduce or limit any commitment made by Endeavor IT in the MTC.

2.5 Service Order Specification. References in this MSLA to information "set forth in," "designated by Client in," or "as specified in" the Service Order include information collected by Endeavor IT through its onboarding and client information processes that becomes part of the Service Order specification, even where not literally on the executed Service Order document.

3. Service Delivery

3.1 Service Commencement Date. The "Service Commencement Date" for a Service is the earlier of (i) the date Endeavor IT notifies Client that the Service is operational; and (ii) the date Client begins actively using the Service.

3.2 Additional Setup Work. If Endeavor IT determines during onboarding that additional work is required to make a Service operational, Endeavor IT shall provide Client with a written estimate of the additional work and cost. If Client does not approve the estimate within 10 Business Days, Endeavor IT may (i) pause setup until the estimate is approved; or (ii) terminate the affected Service Order without penalty.

3.3 Emergency Maintenance. Endeavor IT may perform Emergency Maintenance outside a Maintenance Window without prior notice, provided that Endeavor IT shall notify the Technical Contact as soon as reasonably practicable.

3.4 Notice of Major Maintenance. Endeavor IT shall provide not less than 14 days’ notice of major Maintenance. A major change is one that (i) requires downtime exceeding the normal Maintenance Window duration; (ii) materially changes service functionality; or (iii) requires Client preparation or action.

3.5 SLAs and Maintenance. SLA Goals do not apply during Scheduled Maintenance performed in a Maintenance Window. SLA Goals apply during Emergency Maintenance for incidents unrelated to the Emergency Maintenance. SLA Goals do not apply to service impact caused by the Emergency Maintenance itself.

4. Service Support, Monitoring, and Notification

4.1 Support Channels. Support Calls may be submitted through channels Endeavor IT makes available. For requests Endeavor IT classifies as Priority 1, SLA Goal timing begins upon phone contact to Endeavor IT Technical Support.

4.2 After-Hours Support. After-hours support is available at 1.5 times Endeavor IT's then-current standard rates. Endeavor IT's Response Goals for After Hours support are set forth in Section 10. Where Client has subscribed to 24x7 support as specified in the Service Order, the 24x7 Response Goals and Resolution Goals in Section 10 apply during After Hours.

4.3 Service Outage Notification. Where Endeavor IT determines that a Service Outage warrants notification to the Technical Contact, Endeavor IT shall use commercially reasonable efforts to provide notification. Endeavor IT exercises judgment regarding which Service Outages warrant notification, considering factors including the duration of the outage, the materiality of the impact to Client, whether the outage has been or is likely to be resolved before notification would reach the Technical Contact, and whether Client is already aware of the outage. Nothing in this Section 4.3 limits Endeavor IT's obligations to provide Security Incident notification under MTC Section 13.

4.4 Routing of Notifications. Endeavor IT shall notify the Authorized Contact corresponding to the subject matter:

(a) service outages and operational events to the Technical Contact;

(b) Security Incidents to the Security Contact;

(c) billing matters to the Billing Contact; and

(d) governance escalations to the Executive Sponsor.

Where the role-appropriate Authorized Contact is unavailable, Endeavor IT shall notify the Executive Sponsor.

4.5 Reliance on Client Records. Endeavor IT relies on Client's designated Authorized Contact records. Client shall update Authorized Contact information through the formal notice mechanism in MTC Section 23. Endeavor IT is not responsible for any failure of notification resulting from stale or inaccurate Client information.

4.6 Service Scope, Financing, and Billing Treatment. The Services are structured along three dimensions:

(a) **Service Scope.** Each asset within the scope of a Service is classified as Managed or Monitored, in each case as enumerated in the Service Order.

(b) **Financing Model.** Each Service is financed under one of three models, as set forth in the Service Order: (i) Inclusive Fee; (ii) Block Hours; or (iii) Time and Materials. A Service

Order may assign a different Financing Model to different Services and may combine Financing Models.

(c) **Billing Treatment.** At the work-record level, each work record is treated as Covered by Agreement, Drawn from Block, or Billed to Client, in each case consistent with the applicable Financing Model.

Work associated with Configuration Changes follows the Financing Model assigned to the Service in the Service Order.

5. Client Responsibilities and Dependencies

5.1 Managed Credentials. Credentials Endeavor IT manages on Client's behalf are Endeavor IT Confidential Information. Client shall not share, copy, or use Endeavor IT-managed credentials outside the scope of the Services.

5.2 Environment. Client is responsible for providing an environment suitable for Equipment located at Client premises. Endeavor IT may decline to install or service Equipment where the environment is not suitable. Environmental deficiencies affecting service delivery are Client's responsibility to remediate.

5.3 SLA Pause. SLA Goal timing pauses during any of the following conditions: (i) Endeavor IT is awaiting Client cooperation or response, where Endeavor IT has documented the request; (ii) Endeavor IT is awaiting a response or action from a Vendor; (iii) Endeavor IT is awaiting shipment or delivery of parts, Equipment, or other materials necessary for Resolution; (iv) work has been deferred at Client's request, including scheduled work and multi-stage tickets in which a stage has been completed and is awaiting a subsequent stage; or (v) the matter is being handled outside of the applicable coverage window (Business Hours or, where Client has subscribed to 24x7 support, 24-hour coverage). SLA Goal timing resumes when the pause condition ends. If Client does not respond within 72 hours after Endeavor IT's documented request for response under (i), Endeavor IT may close the ticket as awaiting Client response, without Resolution.

5.4 User Provisioning. Where the Service Order assigns user provisioning to Endeavor IT, Client shall request additions, changes, and removals through the Endeavor IT Service Desk. Where the Service Order assigns user provisioning to Client, Client retains full responsibility for user account management, and Endeavor IT relies on Client's user list as authoritative.

5.5 SLA Exclusions. SLA Goals and eligibility for SLA Credits do not apply to service issues caused by: (i) Client non-cooperation; (ii) environmental deficiencies; (iii) inaccurate or stale Client information, including failure to maintain accurate Authorized Contact information; (iv) unauthorized changes to Managed systems by Client or its personnel; (v) Equipment classified as End-of-Life; (vi) assets within the scope of a Service as Monitored but not Managed; (vii) software, applications, or systems that are not Managed by Endeavor IT; (viii) work performed at Client's request that falls outside the scope of the applicable Service, including Client-requested

changes, installations, or moves; (ix) failure, degradation, or outage of upstream service providers, including internet service providers and cloud service providers; (x) Force Majeure Events as defined in MTC Section 20; or (xi) any cause attributable to a Vendor, in accordance with Section 7.3. Endeavor IT may bill for additional effort caused by any of the foregoing, subject to documented notice and a reasonable opportunity for Client to remediate.

6. Equipment and Hardware Lifecycle

6.1 Equipment Procurement. Client may procure Equipment from any source. Endeavor IT may decline to install, service, or support Equipment that is not compatible with the Services or that would create disproportionate support cost or risk.

6.2 End-of-Sale and End-of-Life. Endeavor IT shall support Equipment classified as End-of-Sale for not less than 12 months following the classification date. Endeavor IT shall provide not less than 90 days' notice before classifying Equipment as End-of-Life. Endeavor IT has no SLA obligation for issues caused by Equipment classified as End-of-Life.

6.3 Allocation of Equipment Responsibility. Vendor warranties apply to Equipment to the extent provided by the Vendor. Client is responsible for Client Equipment, except where Endeavor IT-provided. Endeavor IT is responsible for Back-End Infrastructure and Endeavor IT Equipment, except to the extent issues are caused by Client environment, misuse, or unauthorized modification. Replacement timing is governed by the applicable Individual SLA, available inventory, or Vendor lead time. SLA Goals apply to Endeavor IT's process, not to Vendor lead time.

6.4 Mobile Equipment. Client is responsible for the physical security of mobile devices used to access Client systems or the Services, regardless of ownership. Endeavor IT may remotely wipe or disable Endeavor IT-Provided Mobile Equipment when lost or stolen, or upon termination of the Services.

6.5 Return of Equipment. Upon termination of the Services, Client shall return Endeavor IT Equipment to Endeavor IT in reasonable wear-and-tear condition. Client is responsible for damage beyond reasonable wear-and-tear. Client is responsible for the full replacement cost of Endeavor IT Equipment not returned within 60 days following termination. Return shipping or pickup is an off-boarding service governed by MTC Section 3.5. Data handling on returned Equipment is governed by MTC Section 12.

6.6 Endeavor IT Equipment at Client Premises. With respect to Endeavor IT Equipment located at Client premises during the term of the Services:

(a) Endeavor IT Equipment remains the property of Endeavor IT;

(b) Client shall not tamper with, modify, or alter the configuration of Endeavor IT Equipment without Endeavor IT's prior written consent, including any reset of the device or change to its electronic serial number or other identifier;

(c) Client shall not permit any lien, security interest, or encumbrance to attach to Endeavor IT Equipment;

(d) Client shall maintain any identification tags or markings affixed to Endeavor IT Equipment by Endeavor IT; and

(e) Client bears risk of loss for damage to or loss of Endeavor IT Equipment while located at Client premises, except for damage caused by Endeavor IT or by ordinary wear-and-tear. Client is responsible for the cost of repair or replacement of Endeavor IT Equipment damaged at Client premises beyond ordinary wear-and-tear.

7. Subcontractors and Third-Party Pass-Through

7.1 Subcontractors. Endeavor IT may engage Subcontractors in accordance with MTC Section 6.3 and MTC Section 22.

7.2 Vendor Terms. Vendor terms apply to Client's use of Vendor products and services provided through the Services. Endeavor IT shall make Vendor terms available to Client on request. As between Endeavor IT and the Vendor, Endeavor IT is responsible for the services it performs, and the Vendor is responsible for the Vendor product. Endeavor IT shall pass through Vendor warranties to Client to the extent permitted by the Vendor. Endeavor IT shall notify Client of material changes to Vendor terms within 10 Business Days after Endeavor IT receives notice of the change from the Vendor, except where the Vendor specifies a shorter timeframe to which Endeavor IT is bound, in which case Endeavor IT shall pass through the change with timing consistent with the Vendor's notification.

7.3 SLA Exclusion for Vendor Causes. Service issues caused by a Vendor are excluded from Endeavor IT's SLA Goals and eligibility for SLA Credits. Client's recourse for Vendor-caused issues is to the Vendor directly. Endeavor IT shall use commercially reasonable efforts to mitigate, communicate, and pass through Vendor credits to Client.

8. Information Security

8.1 Information Security Program. Endeavor IT maintains an information security program incorporating administrative, technical, and physical safeguards designed to protect Client Data and Client systems. The program incorporates industry-standard practices and is reviewed periodically.

8.2 Protection of Client Credentials and Client Data. Endeavor IT shall protect Client credentials and Client Data using practices appropriate to Endeavor IT's information security

program. Client credentials held by Endeavor IT are treated as Endeavor IT Confidential Information in accordance with MTC Section 9. Where Endeavor IT uses multi-tenant tools to deliver the Services, Client Data is segregated using methods appropriate to the tool. Endeavor IT shall not commingle Client Data with other clients' data in a manner that prevents separation at termination, consistent with MTC Section 12.

8.3 Security Incident Routing. Security Incident notifications under MTC Section 13 shall be delivered to the Security Contact.

8.4 Client Security Obligations. Client is responsible for security measures within Client's control, including (i) maintaining the physical security of Client premises and Equipment; (ii) managing Client-controlled user accounts, credentials, and access rights; (iii) maintaining accurate Authorized Contact information for Security Incident notification under MTC Section 13; (iv) implementing endpoint security on Client Equipment that is not Managed by Endeavor IT; and (v) cooperating with Endeavor IT's incident response activities. Client's failure to meet these obligations may affect Endeavor IT's ability to deliver the Services and is addressed in Section 5.5 (SLA Exclusions).

9. AI Use and Data Handling

9.1 AI Use Disclosure. Endeavor IT uses artificial intelligence in the delivery of the Services. Material changes to that use are subject to MTC Section 24. Client may request additional information about Endeavor IT's use of artificial intelligence in service delivery, and Endeavor IT shall provide such information within a reasonable time, subject to confidentiality obligations Endeavor IT owes to its artificial intelligence tool Vendors.

10. Service Level Agreements

10.1 Priority. Endeavor IT assigns each Incident a Priority based on the intersection of Urgency and Impact, as set forth in the Priority matrix below. The Priority determines the applicable Response Goal and Resolution Goal under Sections 10.2 and 10.3.

	Urgency: High	**Urgency: Medium**	**Urgency: Low**
Impact: High	Priority 1	Priority 2	Priority 3
Impact: Medium	Priority 2	Priority 3	Priority 4
Impact: Low	Priority 3	Priority 4	Priority 4

10.2 Response Goals. Endeavor IT's Response Goals for Incidents are set forth in the table below. Response Goal timing begins upon Endeavor IT's receipt of a Support Call. For requests Endeavor IT classifies as Priority 1, Response Goal timing begins upon phone contact to Endeavor IT Technical Support.

Priority	**Business Hours**	**After Hours (standard)**	**After Hours (24x7 subscription)**

Priority 1	30 minutes	1 hour	30 minutes
Priority 2	1 hour	Next Business Day	1 hour
Priority 3	4 Business Hours	Next Business Day	4 hours
Priority 4	1 Business Day	Next Business Day	1 Business Day

10.3 Resolution Goals. Endeavor IT's Resolution Goals for Incidents are set forth in the table below. Resolution Goals reflect Endeavor IT's commercially reasonable efforts to achieve Resolution and are subject to the SLA Pause conditions in Section 5.3, the SLA Exclusions in Section 5.5, the Equipment provisions of Section 6.3, the Vendor exclusion in Section 7.3, and the Maintenance provisions of Section 3.5. Resolution Goals are targets and do not give rise to SLA Credits.

Priority	**Resolution Goal (Business Hours)**	**Resolution Goal (24x7 subscription)**
Priority 1	4 hours	4 hours
Priority 2	8 Business Hours	8 hours
Priority 3	2 Business Days	2 days
Priority 4	5 Business Days	5 Business Days

10.4 SLA Credits. Where Endeavor IT fails to meet a Response Goal under Section 10.2, and the failure is not subject to an SLA Pause or SLA Exclusion, Client may claim an SLA Credit equal to 5% of the monthly recurring charge for the affected Service for the month in which the failure occurred.

For purposes of this Section 10, the "affected Service" means the specific Service to which the missed Response Goal relates, as identified on the applicable Service Order. Where a missed Response Goal affects multiple Services on a single Service Order, the credit is calculated against each affected Service separately, subject to the cap in Section 10.5.

10.5 SLA Credit Cap. SLA Credits, in the aggregate for a given month, shall not exceed 100% of the monthly recurring charge for the affected Service for that month. The cap applies separately to each affected Service.

10.6 Claim Required. Client must claim SLA Credits in writing within the window set forth in Section 10.7. Endeavor IT does not track or proactively calculate SLA Credit accrual. Calculation of SLA Credits occurs upon Client's claim. Failure to claim within the window waives the credit.

10.7 Concern-Raising Window. Client must raise any SLA concern, including a claim for an SLA Credit, within 60 days after the end of the month in which the concern arose.

10.8 Block Hours. Block Hours do not expire. The rate at which Block Hours are purchased is locked at the time of purchase. Endeavor IT shall provide informational notification when a Block Hours bank reaches 75% depletion and a renewal quote when the bank reaches 90% depletion. Unused Block Hours are forfeited upon termination of the Services.

11. Service Transition and Offboarding

11.1 Off-Boarding Baseline. The Off-Boarding Baseline referenced in MTC Section 3.5 consists of the following:

(a) Endeavor IT's written offer to return Client Data, with return to be completed in accordance with MTC Section 12.4 upon Client's written request;

(b) return of Endeavor IT Equipment in accordance with Section 6.5; and

(c) removal of Endeavor IT access from Client systems.

Any off-boarding services beyond the Off-Boarding Baseline shall be scoped through an off-boarding Statement of Work and billed in accordance with MTC Section 3.5.

11.2 Off-Boarding Start. Off-boarding shall begin on the date negotiated by the Parties following delivery of formal termination notice. If the Parties do not agree on a start date within 30 days following delivery of the termination notice, off-boarding shall begin on the termination effective date.

11.3 Client Cooperation. Client shall (i) designate an off-boarding contact; (ii) accept deliverables in writing or by acquiescence after a reasonable response window; and (iii) schedule knowledge transfer sessions. If Client fails to cooperate within reasonable timeframes, Endeavor IT may complete its obligations to the extent possible, and any uncompleted Off-Boarding Baseline items shall be deemed satisfied. Data return and destruction shall proceed on the schedule set forth in MTC Section 12.4 regardless of Client cooperation.