MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (the "MTC") govern the provision of Services and Goods by Prosper IT, LLC, an Indiana limited liability company doing business as Endeavor IT, with its principal place of business at 2 S West St Cloverdale, IN 46120 ("Endeavor IT"), to the Client identified in each Service Order or Purchase Quote executed by Endeavor IT and Client. The MTC becomes binding on the parties upon execution of a Service Order or Purchase Quote that incorporates the MTC by reference.

Endeavor IT and Client are referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used in this MTC have the meanings given in Section 1 or as defined elsewhere in this MTC.

1. Definitions

"Affiliate" means, with respect to a Party, any entity that controls, is controlled by, or is under common control with that Party, where "control" means ownership of more than 50% of the voting equity. Affiliates of Client are not parties to the Agreement and do not receive Services or Goods unless expressly named in a Service Order or Purchase Quote.

"Agreement" means, collectively, this MTC, the MSLA, each Service Order, each Statement of Work, each Purchase Quote, each Individual SLA, the AUP, and any Compliance Addenda, in each case to the extent executed or incorporated by reference by the Parties.

"Authorized Contact" has the meaning given in the MSLA.

"AUP" means the Endeavor IT Acceptable Use Policy in effect from time to time and incorporated into each Service Order or Purchase Quote by reference.

"Business Day" means any day other than Saturday, Sunday, or a Holiday.

"Client" means the entity identified as the Client in a Service Order or Purchase Quote.

"Client Data" means data, information, and materials provided by or on behalf of Client, or generated for Client, in connection with Endeavor IT's performance of the Services.

"Compliance Addendum" means a written addendum to the Agreement that expressly identifies a specific regulatory or industry framework and the corresponding obligations of the Parties.

"Confidential Information" has the meaning given in Section 9.

"Effective Date" means, with respect to a Service Order or Purchase Quote, the date on which the Service Order or Purchase Quote is executed by both Parties.

"Endeavor IT" has the meaning given in the preamble.

"Fees" means the amounts payable by Client to Endeavor IT under a Service Order, Purchase Quote, or Statement of Work, together with any pass-through amounts, taxes, and other charges expressly permitted by the Agreement.

"Force Majeure Event" has the meaning given in Section 20.

"Goods" means hardware, software, licenses, subscriptions, and other items produced by a Vendor that Endeavor IT resells to Client under a Purchase Quote.

"Holiday" means a holiday observed by Endeavor IT, as set forth in the MSLA.

"Indemnified Party" means a Party seeking indemnification under Section 18.

"Indemnifying Party" means a Party providing indemnification under Section 18.

"Individual SLA" means a written service level agreement specific to a particular Service, incorporated into a Service Order by reference.

"Initial Term" means, with respect to a Service Order, the initial term of that Service Order as set forth therein.

"MSLA" means the Endeavor IT Master Service Level Agreement in effect from time to time and incorporated into each Service Order by reference.

"MTC" has the meaning given in the preamble.

"Party" and "Parties" have the meanings given in the preamble.

"Purchase Quote" means a written quote executed by the Parties that identifies the Goods purchased by Client, the applicable price, and other terms relating to the purchase, and that incorporates the Agreement by reference.

"Renewal Term" has the meaning given in Section 3.

"Representatives" means, with respect to a Party, that Party's directors, officers, employees, contractors, agents, and professional advisors.

"Security Incident" has the meaning given in Section 13.

"Service Commencement Date" means, with respect to a Service, the date on which that Service begins, as determined under the MSLA.

"Service Order" means a written order executed by the Parties that identifies the Services purchased by Client, the applicable Fees, and the term of those Services, and that incorporates the Agreement by reference.

"Services" means the services provided by Endeavor IT to Client under a Service Order or Statement of Work.

"SOW" or "Statement of Work" means a written statement of work executed by the Parties that describes project-based services to be performed by Endeavor IT and that incorporates the Agreement by reference.

"Subcontractor" has the meaning given in the MSLA.

"Vendor" means a third party that supplies products or services that Endeavor IT resells, passes through, or otherwise makes available to Client in connection with the Services or Goods. An Affiliate of Endeavor IT may be a Vendor.

"Work Product" has the meaning given in Section 11.

2. Agreement Structure and Order of Precedence

2.1 Order of Precedence. In the event of conflict among the documents that comprise the Agreement, the following order of precedence applies, with the most specific controlling:

(a) an amendment to the Agreement;

(b) a Statement of Work;

(c) a Service Order or Purchase Quote;

(d) a Compliance Addendum;

(e) an Individual SLA;

(f) the MSLA;

(g) the AUP; and

(h) this MTC.

2.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral, relating to that subject matter. If Client issues a purchase order or similar document in connection with the Agreement, the Parties acknowledge that the purchase order is issued for Client's administrative purposes only. Any additional, inconsistent, or conflicting terms contained in a Client-issued purchase order have no force or effect and are rejected.

2.3 Additional Documents. Service Orders, Statements of Work, Purchase Quotes, and Compliance Addenda executed by the Parties after the Effective Date are automatically incorporated into the Agreement under the existing MTC and MSLA, unless the document expressly provides otherwise.

2.4 Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable, that provision shall be reformed to the extent necessary to render it valid and enforceable while preserving its intent, and the remaining provisions shall remain in full force and effect.

3. Term, Renewal, and Termination

3.1 Term and Renewal. Each Service Order begins on its Effective Date and continues for the Initial Term set forth therein. At the end of the Initial Term, the Service Order shall automatically renew for successive 1-year terms (each, a "Renewal Term") unless either Party delivers written notice of non-renewal to the other Party not less than 60 days before the end of the then-current term.

3.2 Pricing for Renewal Terms. Endeavor IT shall deliver written notice of any change to Fees for a Renewal Term not less than 60 days before the end of the then-current term. If Endeavor IT does not deliver timely notice of a Fee change, Fees for the Renewal Term shall continue at the rates in effect during the then-current term.

3.3 First-Year Satisfaction Guarantee. During the first year of the Initial Term, Client may terminate the Agreement without penalty if Client is not satisfied with Endeavor IT's Services, subject to the following:

(a) Client shall have cooperated with Endeavor IT during onboarding;

(b) Client shall deliver written notice to Endeavor IT before the end of the first year describing in detail the reasons for dissatisfaction;

(c) Endeavor IT shall have 30 days from receipt of the notice to remedy the issues identified; and

(d) if after the cure period Client remains dissatisfied, Client may terminate by written notice. Off-boarding services are governed by Section 3.5.

3.4 Termination for Material Breach. Either Party may terminate the Agreement, in whole or in part, upon written notice to the other Party if the other Party materially breaches the Agreement and fails to cure the breach within 30 days after receipt of written notice describing the breach in reasonable detail.

3.5 Off-Boarding Services. Upon termination or expiration of a Service Order, Endeavor IT shall provide the off-boarding services set forth in the MSLA at no additional charge (the "Off-Boarding Baseline"). Any off-boarding services beyond the Off-Boarding Baseline shall be scoped through a separate Statement of Work and billed at Endeavor IT's then-current standard rates.

3.6 Suspension and Termination. Where the Agreement gives Endeavor IT the right to suspend Services or to terminate, those rights are discretionary and cumulative. Exercise of one right does not waive the other.

4. Fees, Billing, and Payment

4.1 Payment Terms. Client shall pay all undisputed amounts on each invoice within 15 days of the invoice date, unless a different payment term is set forth in the applicable Service Order or

Purchase Quote. The Parties may negotiate Net 30 payment terms on a per-Client basis in a Service Order.

4.2 Pass-Through Increases. Endeavor IT may pass through to Client increases in the costs of (i) insurance, (ii) third-party security tools, and (iii) Vendor products and services used to deliver the Services, in each case to the extent the year-over-year increase in those costs does not exceed 15%. Endeavor IT shall provide written notice of any pass-through increase, together with supporting documentation on Client's request.

4.3 Suspension for Non-Payment. If Client fails to pay any undisputed invoice when due, Endeavor IT may, after providing 15 days' prior written notice, suspend Services until the past-due amount is paid in full. Suspension under this Section 4.3 does not relieve Client of its payment obligations and does not constitute a breach of the Agreement by Endeavor IT.

4.4 Adequate Assurance. If Endeavor IT in good faith has reasonable grounds to question Client's ability or willingness to perform its payment obligations, Endeavor IT may demand adequate assurance of performance from Client, and may suspend Services until such assurance is received.

4.5 Taxes. Fees are exclusive of all taxes. Client is responsible for all sales, use, value-added, and similar taxes, excluding taxes on Endeavor IT's net income.

4.6 Disputed Amounts. Client shall notify Endeavor IT of any disputed amount on an invoice within 30 days of the invoice date and shall pay all undisputed amounts when due. The Parties shall work in good faith to resolve any disputed amount.

4.7 Late Payment Interest and Collection Costs. Any amount not paid when due, other than amounts being reasonably disputed in good faith under Section 4.6 and for which Client has provided notice within the time period set forth in Section 4.6, shall accrue interest at the rate of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, from the original due date until paid in full. Client shall reimburse Endeavor IT for all reasonable costs of collection of past-due amounts, including reasonable attorneys’ fees, court costs, collection agency fees, and bank charges.

4.8 Returned Payments. If a payment instrument tendered by Client is returned for insufficient funds or otherwise dishonored, Client shall pay, in addition to the invoice amount and any applicable interest, a returned-payment fee equal to the greater of $30 or 5% of the dishonored amount.

5. Client Obligations

5.1 Backups. Where a Service Order expressly includes backup services, Endeavor IT shall execute those services in accordance with the Service Order and the applicable Individual SLA, and Client retains responsibility for verifying that backups are operating as expected. For systems

not covered by Endeavor IT-provided backup services, Client retains full responsibility for backup and recovery.

5.2 Acts of Users. Client is fully responsible for all acts and omissions of its users, employees, contractors, agents, and other persons accessing the Services through Client's accounts, regardless of whether such access is authorized by Client.

5.3 Security Practices. Client shall maintain the security practices specified in the MSLA.

5.4 Notice of Material Changes. Client shall promptly notify Endeavor IT of any material change to Client's business, systems, or environment that may affect the Services. Without limiting the foregoing, Client shall notify Endeavor IT of any Security Incident affecting Client within 24 hours after Client becomes aware of the incident.

5.5 Communications Services Compliance. Where Client uses Services that enable Client to originate communications (including voice, SMS, fax, email, or automated messaging) to third parties, Client is solely responsible for compliance with all applicable laws and regulations governing those communications, including but not limited to the Telephone Consumer Protection Act, the Junk Fax Prevention Act, the CAN-SPAM Act, applicable state Do-Not-Call laws, and applicable data privacy laws. Client represents and warrants that:

(a) any distribution list provided by Client to Endeavor IT, or used by Client through the Services, is based on prior express consent or an established business relationship to the extent required by applicable law;

(b) Client honors opt-out requests within the time required by applicable law;

(c) Client provides recipients with required identification, contact information, and opt-out mechanisms; and

(d) Client does not use the Services in furtherance of any communication that violates applicable law.

A breach of this Section 5.5 triggers Client's indemnification obligation under Section 18.

6. Endeavor IT Obligations

6.1 Performance Standard. Endeavor IT shall perform the Services in a professional and workmanlike manner consistent with the standards generally accepted in the managed services industry.

6.2 Notice of Material Events. Endeavor IT shall promptly notify Client of any material event affecting Endeavor IT's ability to deliver the Services. Without limiting the foregoing, Endeavor IT shall notify Client of any Security Incident affecting Client in accordance with Section 13.

6.3 Subcontractors. Endeavor IT may engage Subcontractors to perform any portion of the Services. Endeavor IT shall provide Client, on Client's reasonable request, a list of Subcontractors

performing material portions of the Services. Endeavor IT remains responsible for the performance of its Subcontractors as if Endeavor IT had performed the Services itself.

7. Resale of Goods

7.1 Purchase Quotes. Goods are resold by Endeavor IT to Client under one or more Purchase Quotes executed by the Parties. Each Purchase Quote identifies the Goods purchased, the applicable price, freight and other delivery terms, and any other terms relating to the purchase. A Purchase Quote may be executed independently or in connection with a Service Order.

7.2 Prices. All prices are quoted in United States dollars. Prices are exclusive of freight, special handling, insurance, and taxes unless expressly included in the Purchase Quote. Freight, special handling, and insurance, if any, are set forth in the Purchase Quote, whether as a line item or included in the price of the Goods.

7.3 Delivery; Title and Risk of Loss. All Goods are delivered FOB the Vendor's point of origin. Title to and risk of loss for Goods pass to Client upon the earliest of (i) acceptance by the designated shipper, (ii) allocation of the Goods to Client at a location other than Endeavor IT's premises, (iii) delivery to Client, or (iv) mailing of an invoice to Client. Where the Purchase Quote does not specify a shipping method, Endeavor IT selects the carrier and shipping method, including the Vendor's default arrangement. Where the Purchase Quote does not specify a delivery point, delivery is to the nearest point reasonably accessible by the carrier. Client shall provide labor and facilities to unload and store delivered Goods.

7.4 Deferred Delivery. If Client requests a deferred delivery and Endeavor IT agrees in writing, Endeavor IT may invoice Client for the affected Goods and hold the Goods at Client's expense and risk. Endeavor IT may charge for insurance, storage, and other expenses incident to the delay at Endeavor IT's then-current rates.

7.5 Shortages and Damage in Transit. Client shall report any shortage from a shipment within 2 days after receipt of the shipment, or any shortage claim is waived. Title and risk of loss for in-transit damage transfer to Client at the time of shipment under Section 7.3, and Client bears responsibility for in-transit loss or damage. At Client's written request received within 3 days after Client's receipt of the Goods, and accompanied by a delivery receipt noting the loss or damage signed by the carrier at the time of delivery, Endeavor IT may, at its discretion and as a service to Client, process Client's claim against the carrier.

7.6 Cancellations, Changes, and Returns. Once a Purchase Quote is accepted by Client, no return, cancellation, or change is permitted except at Endeavor IT's sole discretion. If Endeavor IT accepts a return, cancellation, or change, Client shall pay (i) all costs Endeavor IT incurred before or as a result of the return, cancellation, or change, including Vendor restocking fees, freight charges, and configuration costs; and (ii) a handling fee equal to 15% of the original invoice price. Endeavor IT may waive the handling fee, in whole or in part, where Endeavor IT has not

yet committed to the Vendor at the time of the request. Returned Goods must be in standard stock condition, unused, and in their original packaging. Credit for returned Goods, if any, is at Endeavor IT's discretion as to amount and form.

7.7 Security Interest. To secure Client's payment of the purchase price and all related charges, Client grants Endeavor IT a first-priority security interest in all Goods purchased under each Purchase Quote, wherever located and whether now existing or hereafter acquired, together with all accessions, replacements, modifications, and proceeds (including insurance proceeds). Client acknowledges that this security interest is a purchase-money security interest under the Uniform Commercial Code as in effect in the State of Indiana. Client authorizes Endeavor IT to file a UCC-1 financing statement and any other documentation reasonably necessary to perfect the security interest, and Client shall execute any additional documentation reasonably requested by Endeavor IT for that purpose. Endeavor IT has all rights and remedies of a secured party under applicable law, including the right to repossess the Goods upon Client's default.

7.8 Warranties on Goods. Without limiting the disclaimers in Section 16, Endeavor IT is not the manufacturer or developer of any Goods and makes no warranty of any kind with respect to the Goods, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title (to the extent disclaimable), and non-infringement. Goods are subject to the applicable Vendor's warranty, if any. Endeavor IT shall pass through Vendor warranties to Client to the extent permitted by the Vendor. Client shall look solely to the applicable Vendor for warranty claims relating to Goods. Endeavor IT may, at its discretion and as a service to Client, assist Client in presenting a warranty claim to a Vendor, but has no obligation to do so.

7.9 Vendor-Specific Terms. Certain Vendors require Client to accept Vendor-specific terms, including end-user license agreements, customer agreements, or program-specific terms, as a condition of the sale or use of the Vendor's Goods. Client shall accept any such Vendor-specific terms required by a Vendor as a condition of Client's purchase or use of the affected Goods. Endeavor IT may make Vendor-specific terms available to Client on request.

8. Compliance and Regulatory Scope

8.1 Limited Compliance Scope. Endeavor IT is not responsible for compliance with any regulatory or industry framework unless the framework is expressly identified in this MTC, an amendment, or a Compliance Addendum. Regulatory and industry frameworks that may be addressed through a Compliance Addendum include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Payment Card Industry Data Security Standard (PCI DSS), the Criminal Justice Information Services Security Policy (CJIS), and the Gramm-Leach-Bliley Act (GLBA).

8.2 Compliance Cooperation. Endeavor IT shall provide routine compliance cooperation related to the Services at no additional charge. Extended compliance cooperation, including the

preparation of compliance-specific documentation, attestations, or audit support beyond the routine, shall be billed at Endeavor IT's then-current standard rates.

8.3 Failure to Identify Regulated Status. If Client does not notify Endeavor IT in writing of a regulatory or industry framework that applies to Client's data or operations, Endeavor IT shall operate as if no such framework applies. Client shall indemnify, defend, and hold harmless Endeavor IT against any claim or loss arising from Client's failure to notify Endeavor IT of an applicable framework.

9. Confidentiality

9.1 Definition and Term. "Confidential Information" means non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is identified as confidential or that a reasonable person would understand to be confidential under the circumstances. The Receiving Party's obligations under this Section 9 shall continue for a period of 5 years following termination of the Agreement, except that the Receiving Party's obligations with respect to information that constitutes a trade secret under applicable law shall continue for so long as such information remains a trade secret.

9.2 Standard of Care. The Receiving Party shall protect the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care.

9.3 Pricing and Agreement Terms. The pricing and terms of the Agreement are Endeavor IT's Confidential Information. Client may disclose such information to its professional advisors who are bound by confidentiality obligations no less protective than those set forth in this Section 9.

9.4 Injunctive Relief. The Parties acknowledge that a breach of this Section 9 may cause irreparable harm for which monetary damages would be an inadequate remedy. Each Party may seek injunctive or other equitable relief for a breach or threatened breach of this Section 9 without the requirement of posting a bond.

9.5 Required Disclosure. If the Receiving Party is required by law, regulation, or legal process to disclose Confidential Information, the Receiving Party shall, to the extent legally permitted, provide prompt notice to the Disclosing Party and shall reasonably cooperate with the Disclosing Party's efforts to obtain a protective order or other protective treatment.

10. Non-Solicitation of Personnel

10.1 Restriction. During the term of the Agreement and for 18 months following its termination, Client shall not solicit, recruit, or encourage any Endeavor IT employee or contractor involved in any aspect of the Services to terminate that person's relationship with Endeavor IT or to accept employment or engagement with Client.

10.2 Liquidated Damages. If Client breaches Section 10.1 by hiring or engaging Endeavor IT personnel in violation of this Section, Client shall pay to Endeavor IT, as liquidated damages and not as a penalty, an amount equal to 100% of the hired personnel's annual compensation in the position the person assumes with Client. The Parties acknowledge that the actual damages from such breach would be difficult to ascertain and that this amount is a reasonable estimate of those damages.

11. Intellectual Property

11.1 Work Product License. Endeavor IT retains all right, title, and interest in and to the deliverables, materials, tools, methodologies, and other items developed or used by Endeavor IT in connection with the Services ("Work Product"). Subject to Client's payment of all Fees due, Endeavor IT grants Client a perpetual, non-exclusive, non-transferable, royalty-free license to use the Work Product solely for Client's internal business purposes.

11.2 Generalized Knowledge. Endeavor IT retains the right to use generalized knowledge, methodologies, and techniques learned or developed during performance of the Services.

11.3 Aggregated and Derived Data. Client retains all right, title, and interest in and to raw Client Data. Endeavor IT owns all aggregated, anonymized, de-identified, and derived data and analytics generated from Client Data, provided that such data and analytics do not identify Client or any individual.

11.4 License Termination. The license granted to Client in Section 11.1 with respect to Work Product is perpetual. The license to use any Endeavor IT proprietary tools provided as part of the Services terminates upon termination of the applicable Service Order.

11.5 Third-Party Tools. Client has no direct license to third-party tools used by Endeavor IT to deliver the Services. Such tools are made available to Client only as part of the Services provided by Endeavor IT and under Endeavor IT's licensing arrangements with the applicable Vendors.

12. Data Ownership, Use, Return, and Privacy

12.1 Permitted Use of Client Data. Endeavor IT may use Client Data solely to (i) deliver the Services; (ii) provide support and troubleshooting; (iii) conduct internal quality assurance and service improvement; (iv) generate aggregated and derived data and analytics consistent with Section 11.3; and (v) comply with legal, regulatory, and contractual obligations.

12.2 Restrictions. Endeavor IT shall not (i) sell Client Data; (ii) share Client Data with third parties except as expressly permitted by the Agreement or as necessary to deliver the Services; or (iii) use Client Data for third-party marketing. Use of Client Data in connection with artificial intelligence and automated tools is governed by Section 27.

12.3 Data Return Format. Upon Client's request following termination of the Agreement, Endeavor IT shall return Client Data in a commercially reasonable, industry-standard format selected by Endeavor IT. Extended data transition services, including conversion to other formats or migration assistance, shall be billed in accordance with Section 3.5.

12.4 Return and Destruction Timing. Endeavor IT shall return Client Data within 30 days following Client's written request. Endeavor IT shall destroy Client Data within 90 days following return.

12.5 Backup Carve-Out. Endeavor IT's obligation to return and destroy Client Data does not apply to copies of Client Data residing in backups, snapshots, immutable storage, or disaster recovery replicas, in each case where such copies are not readily accessible in the ordinary course and will be overwritten or expire in the ordinary course of Endeavor IT's data lifecycle. Endeavor IT shall continue to protect such residual copies in accordance with its information security program until they are overwritten or expire.

12.6 Storage Location. Client Data shall be stored in the United States, except for incidental processing outside the United States by Endeavor IT or its Subcontractors in connection with the Services.

12.7 Privacy Law Cooperation. Endeavor IT shall provide reasonable assistance to Client with respect to Client's privacy law obligations arising from the Services. Routine cooperation shall be provided at no additional charge. Extended cooperation shall be billed at Endeavor IT's then-current standard rates.

13. Security Incident Notification

13.1 Definition. "Security Incident" means a confirmed or reasonably suspected unauthorized access to, acquisition of, use of, or disclosure of Client Data or Client systems, including any such event involving a Subcontractor.

13.2 Trigger. Endeavor IT's obligation to notify Client of a Security Incident is triggered when Endeavor IT has a reasonable belief that a Security Incident has occurred. Endeavor IT may delay notification by up to 72 hours if immediate notification would impede investigation or containment, except that any such delay is subject to applicable regulatory notification requirements, which control.

13.3 Notice Timing. Endeavor IT shall notify Client of a Security Incident as soon as reasonably practicable, and in any event not later than 24 hours after the trigger in Section 13.2.

13.4 Cost Allocation. Each Party shall bear its own costs in connection with a Security Incident in the ordinary course. Allocation of costs based on fault is governed by Section 18.

13.5 Forensic Investigator. Endeavor IT may select a forensic investigator to investigate a Security Incident. Endeavor IT shall provide notice to Client of the selected investigator. Client

may object to the selection for cause, and the Parties shall work in good faith to resolve any such objection.

13.6 External Messaging. Each Party controls its own external messaging regarding a Security Incident.

13.7 Client Cooperation. Client shall:

(a) cooperate with Endeavor IT's investigation of a Security Incident and provide reasonable access to relevant systems and personnel;

(b) promptly notify Endeavor IT of any Client-side discoveries relevant to the Security Incident; and

(c) continue payment of Fees during incident response.

14. Audit and Inspection Rights

14.1 Audit Frequency. Client may exercise its audit rights under this Section 14 once per 12-month period for routine audits. Audits "for cause" are not subject to this frequency limit.

14.2 Audit Method. Endeavor IT may satisfy Client's audit rights by providing documentation, written responses to a reasonable audit questionnaire, or third-party attestations (such as a SOC 2 Type II report). On-site audits are permitted only "for cause."

14.3 Auditor Qualifications. Any auditor engaged by Client must be reasonably qualified. Endeavor IT may reject an auditor that is a competitor of Endeavor IT or that presents a conflict of interest, in which case the Parties shall work in good faith to identify an acceptable alternative.

14.4 Audit Costs. Each Party shall bear its own costs in connection with an audit, except that if the audit reveals a confirmed material breach by Endeavor IT, Endeavor IT shall reimburse Client's reasonable audit costs.

15. Background Checks and Personnel Standards

15.1 Background Check Categories. Endeavor IT conducts background checks on its personnel who have access to Client Data or Client systems. Background checks include, at a minimum: (i) criminal history; (ii) employment verification; (iii) education verification; and (iv) identity verification.

15.2 Confirmation. On Client's reasonable request, Endeavor IT shall provide written confirmation that its personnel meet Endeavor IT's background check standards. Endeavor IT shall not disclose individual background check results.

15.3 Subcontractor Personnel. Endeavor IT shall require Subcontractors whose personnel have direct access to Client systems to meet background check standards substantially equivalent to

those set forth in Section 15.1. Endeavor IT remains responsible for the conduct of Subcontractor personnel.

16. Representations and Warranties

16.1 Services and Deliverables. Endeavor IT warrants that (i) the Services shall be performed in accordance with the performance standard set forth in Section 6.1; and (ii) deliverables provided under a Service Order or Statement of Work shall conform in all material respects to the specifications set forth in the applicable Service Order or Statement of Work.

16.2 Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 16, ENDEAVOR IT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ENDEAVOR IT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT OUTPUTS OF ARTIFICIAL INTELLIGENCE OR AUTOMATED TOOLS WILL BE ACCURATE, OR THAT THIRD-PARTY TOOLS, THIRD-PARTY DATA, OR CLIENT SYSTEMS NOT UNDER ENDEAVOR IT'S DIRECT CONTROL WILL PERFORM AS EXPECTED. WARRANTIES ON GOODS ARE ADDRESSED IN SECTION 7.8.

16.3 Client Compliance Representation. Client represents and warrants that it has accurately identified all regulatory and industry frameworks applicable to Client's data and operations and has notified Endeavor IT of those frameworks in writing. Client shall promptly notify Endeavor IT of any change to applicable frameworks. A breach of this Section 16.3 triggers Client's indemnification obligation under Section 18 and Section 8.3.

16.4 Client Data Representation. Client represents and warrants that (i) Client has the lawful right to provide Client Data to Endeavor IT for use in connection with the Services; and (ii) to the best of Client's knowledge, Client Data is accurate.

16.5 Mutual Authority. Each Party represents and warrants that (i) it has the authority to enter the Agreement and to perform its obligations; and (ii) entering the Agreement does not conflict with any other obligation of the Party.

17. Limitation of Liability

17.1 Liability Cap. EXCEPT AS PROVIDED IN SECTION 17.3, THE AGGREGATE LIABILITY OF EACH PARTY UNDER THE AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO ENDEAVOR IT UNDER THE AFFECTED SERVICE ORDER OR PURCHASE QUOTE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17.2 Exclusion of Consequential Damages. EXCEPT AS PROVIDED IN SECTION 17.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR

RELATING TO THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.3 Carve-Outs. The limitations in Sections 17.1 and 17.2 do not apply to (i) a Party's indemnification obligations under Section 18; (ii) a Party's breach of Section 9 (Confidentiality); (iii) claims for intellectual property infringement; (iv) damages caused by a Party's willful misconduct; or (v) Client's obligation to pay Fees due under the Agreement.

17.4 Aggregate Cap; Calculated Per Service Order or Purchase Quote. The liability cap in Section 17.1 is calculated separately for each Service Order or Purchase Quote based on the trailing 12 months of Fees paid under that Service Order or Purchase Quote. As to each Service Order or Purchase Quote, the cap is aggregate across all claims arising from that Service Order or Purchase Quote, not a per-claim cap. Claims arising from different Service Orders or Purchase Quotes do not share a cap.

17.5 Essential Purpose. The limitations in this Section 17 apply notwithstanding any failure of essential purpose of any limited remedy in the Agreement.

18. Indemnification

18.1 Mutual Indemnification. Each Party (as Indemnifying Party) shall indemnify, defend, and hold harmless the other Party and its Representatives (as Indemnified Party) from and against any third-party claim, and any resulting losses, damages, costs, and reasonable attorneys' fees, arising out of or relating to (i) the Indemnifying Party's breach of the Agreement; (ii) the Indemnifying Party's willful misconduct; or (iii) bodily injury, death, or damage to tangible property caused by the Indemnifying Party, provided that the Indemnifying Party's liability under this clause (iii) shall not exceed the limits of the Indemnifying Party's commercial general liability insurance carried under the Agreement.

18.2 IP Infringement. Endeavor IT shall indemnify, defend, and hold harmless Client and its Representatives from and against any third-party claim that the Services, as provided by Endeavor IT, infringe a valid United States patent, copyright, trademark, or trade secret. If a claim under this Section 18.2 is made or in Endeavor IT's reasonable judgment is likely to be made, Endeavor IT may, at its option and expense, (i) procure for Client the right to continue using the affected Services; (ii) modify the Services to be non-infringing while preserving substantially equivalent functionality; or (iii) replace the affected Services with non-infringing services of substantially equivalent functionality.

18.3 IP Exclusions. Endeavor IT has no obligation under Section 18.2 to the extent the claim arises out of (i) modification of the Services by anyone other than Endeavor IT; (ii) combination of the Services with products, services, or materials not provided by Endeavor IT; or (iii) use of

the Services outside the specifications set forth in the applicable Service Order or Statement of Work.

18.4 Defense and Cooperation. The Indemnifying Party shall control the defense of any indemnified claim, with counsel of its choosing. The Indemnified Party may participate in the defense with counsel of its own choosing at its own cost. The Indemnified Party shall provide reasonable cooperation to the Indemnifying Party.

18.5 Settlement. The Indemnifying Party may settle any indemnified claim without the Indemnified Party's consent, except that the Indemnifying Party shall not enter into any settlement that imposes any non-monetary obligation on the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld.

19. Insurance

19.1 Coverage. Endeavor IT shall maintain, at its own expense, the insurance coverages set forth in the table below, in each case with insurers having an A.M. Best rating of A- or better:

Coverage	Per Occurrence / Per Claim	Aggregate
Commercial General Liability	$1,000,000	$2,000,000
Workers’ Compensation	Statutory	Statutory
Employer’s Liability	$1,000,000	$1,000,000
Errors & Omissions / Technology Professional Liability	$2,000,000	$2,000,000
Cyber Liability	$2,000,000	$2,000,000

19.2 Notice of Change. Endeavor IT shall use best efforts to provide notice of any material change or cancellation of insurance coverage as promptly as practicable after Endeavor IT becomes aware of the change.

20. Force Majeure

20.1 Definition. "Force Majeure Event" means an event beyond the reasonable control of the affected Party, including acts of God, war, terrorism, civil unrest, natural disasters, pandemics, epidemics, public health emergencies, large-scale cyber attacks affecting infrastructure, government actions, and labor disputes (other than disputes involving the affected Party's own personnel).

20.2 Effect. A Party affected by a Force Majeure Event is excused from performance of its obligations under the Agreement (other than payment obligations) to the extent and for the

duration of the Force Majeure Event. The affected Party shall provide notice to the other Party as soon as reasonably practicable, and in any event within 10 Business Days, after becoming aware of the event and its impact.

20.3 Payment Obligations. Payment obligations are not excused by a Force Majeure Event.

20.4 Extended Termination Right. If a Force Majeure Event continues for more than 90 days, either Party may terminate the affected Service Order upon written notice to the other Party.

21. Dispute Resolution

21.1 Meet and Confer. Before initiating formal proceedings, the Parties shall meet and confer in good faith through senior representatives within 30 days after written notice from one Party to the other identifying the dispute.

21.2 Governing Law and Venue. The Agreement is governed by the laws of the State of Indiana, without regard to its conflict of laws principles. Any litigation arising out of or relating to the Agreement shall be brought exclusively in the state or federal courts located in Putnam County, Indiana, and each Party consents to the personal jurisdiction of those courts.

21.3 Jury Trial Waiver. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THE AGREEMENT.

21.4 Class Action Waiver. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THE AGREEMENT.

21.5 Equitable Relief. Notwithstanding Section 21.1, either Party may seek injunctive or other equitable relief in court at any time to prevent or enjoin a breach or threatened breach of the Agreement.

21.6 Attorneys' Fees. Each Party shall bear its own attorneys' fees and costs in connection with any dispute under the Agreement, except as provided in Section 4.7 with respect to collection of past-due amounts.

21.7 Continuing Performance. The Parties shall continue performance of their respective obligations during the pendency of any dispute, including Endeavor IT's continued provision of Services and Client's payment of all undisputed Fees. Endeavor IT is not required to continue providing Services where Client has failed to pay undisputed Fees, regardless of whether other Fees are in dispute.

22. Subcontracting and Assignment

22.1 Subcontracting. Endeavor IT may engage Subcontractors in accordance with Section 6.3.

22.2 Subcontractor Flow-Down. Endeavor IT shall require Subcontractors with access to Client Data to be bound by obligations substantially equivalent to (i) the confidentiality obligations in Section 9; (ii) the information security obligations in the MSLA; (iii) the background check standards in Section 15.3; (iv) the Security Incident notification obligations in Section 13; (v) the artificial intelligence restrictions in Section 27; (vi) the data handling obligations in Section 12; and (vii) the obligations under any applicable Compliance Addendum.

22.3 Assignment by Endeavor IT. Endeavor IT may assign the Agreement, in whole or in part, without Client's consent, in connection with a merger, acquisition, sale of all or substantially all of its assets, reorganization, or change of control, in each case upon written notice to Client. Any other assignment by Endeavor IT requires Client's prior written consent, which shall not be unreasonably withheld.

22.4 Assignment by Client. Client may assign the Agreement, in whole or in part, in connection with a merger, acquisition, sale of all or substantially all of its assets, reorganization, or change of control, in each case upon written notice to Endeavor IT, except that any assignment to a direct competitor of Endeavor IT requires Endeavor IT's prior written consent, which shall not be unreasonably withheld.

22.5 Change of Control of Client. A change of control of Client requires written notice to Endeavor IT but does not trigger termination or other rights under the Agreement.

22.6 Unauthorized Assignment. Any attempted assignment in violation of this Section 22 is void and constitutes a material breach of the Agreement.

23. Notices

23.1 Methods. All formal notices under the Agreement shall be in writing and delivered by (i) email; (ii) certified mail, return receipt requested; (iii) overnight courier; or (iv) hand delivery, in each case to the notice address designated by the receiving Party.

23.2 Effectiveness. A notice delivered by email is effective 24 hours after sending, unless the sender receives a bounce or delivery failure notification, in which case the notice is not effective until delivered by another method permitted under Section 23.1.

23.3 Notice Contacts. Each Party shall designate a single primary notice contact. A Party may designate one or more courtesy copy recipients, but the effectiveness of a notice is determined by delivery to the primary notice contact.

23.4 Address Changes. Changes to a Party's notice address or primary notice contact are effective only when delivered in accordance with this Section 23.

23.5 Section-Specific Notice Requirements. This Section 23 governs the form and effectiveness of all formal notices. Sections 3, 13, 18, and 24, and other sections of the

Agreement, may impose additional timing or content requirements for specific categories of notice; those requirements supplement, and do not displace, this Section 23.

24. Modification and Update Rights

24.1 Notice of Material Changes. Material changes to the MTC or MSLA require Endeavor IT to deliver written notice to Client not less than 60 days before the effective date of the change. The notice shall be prominently identified as a material change notice and shall include a plain-language summary of the change and the date the change takes effect.

24.2 Acceptance and Objection. Client shall be deemed to have accepted a material change unless, within the notice period, Client (i) accepts the change in writing, (ii) delivers written objection to Endeavor IT, or (iii) terminates the affected Service Orders without penalty. If Client delivers a written objection during the notice period, the Parties shall negotiate in good faith; if no agreement is reached, Client may terminate the affected Service Orders without penalty. Client may also terminate the affected Service Orders without penalty by written notice delivered within 30 days after the effective date of the change. Changes mandated by applicable law or regulation take effect on the regulatory effective date, regardless of the timelines in this Section 24.

24.3 Scope of Termination Right. Client's termination right under Section 24.2 is limited to the Service Orders affected by the change. Prepaid Fees for periods after the effective date of termination shall not be refunded.

24.4 Compliance Addenda. Modifications to Compliance Addenda are handled as material changes under this Section 24, except that changes required to maintain compliance with the applicable regulatory or industry framework may take effect on a shorter timeline as reasonably necessary.

24.5 AUP Modifications. Endeavor IT may modify the AUP upon 30 days’ prior written notice. Continued use of the Services after the effective date of the modified AUP constitutes Client's acceptance.

25. Compliance with Laws and Export Controls

25.1 Compliance. Each Party shall comply with applicable United States federal, state, and local laws and regulations in performing its obligations under the Agreement, including the regulations administered by the Office of Foreign Assets Control (OFAC) and the Foreign Corrupt Practices Act (FCPA).

25.2 Sanctions Screening. Endeavor IT may rely on Client's representations regarding sanctions, and Endeavor IT's sanctions screening is performed at initial onboarding only.

25.3 Anti-Corruption. Neither Party shall offer, promise, or pay any bribe, kickback, or other improper payment in connection with the Agreement.

26. Publicity, References, and Use of Marks

26.1 Identification of Client. Endeavor IT may identify Client as a client of Endeavor IT, including by use of Client's name and logo on Endeavor IT's website, marketing materials, and client lists, unless Client opts out by written notice to Endeavor IT.

26.2 Detailed Content. Endeavor IT shall obtain Client's prior written consent for the first use of detailed content about Client, including case studies, testimonials, and quoted statements. Once Client has consented to a specific item of detailed content, Endeavor IT may use that item in subsequent contexts without additional consent.

26.3 Press Releases. Press releases and major announcements that name the other Party require mutual prior written consent.

26.4 Client Use of Endeavor IT Name. Client may identify Endeavor IT as its service provider in standard business contexts. Other uses of Endeavor IT's name or marks by Client require Endeavor IT's prior written consent.

26.5 Removal Request. Upon Client's reasonable request following termination, Endeavor IT shall remove Client's name and logo from Endeavor IT's active marketing on a going-forward basis. Endeavor IT is not required to recall or modify materials already distributed.

27. AI and Automated Tools

27.1 Disclosure of AI Use. Endeavor IT uses artificial intelligence and automated tools in the delivery of the Services. Material changes to Endeavor IT's use of such tools are governed by Section 24. Routine changes to specific tools do not require notification.

27.2 Training. Endeavor IT may train artificial intelligence models on aggregated, anonymized, or de-identified Client Data consistent with Section 11.3. Endeavor IT may also train single-tenant models specific to a particular Client.

27.3 Third-Party AI Tools. Where Endeavor IT uses third-party artificial intelligence tools in which Client Data is materially processed, Endeavor IT shall use enterprise-tier or business-tier offerings. Endeavor IT does not commit to providing an inventory of such tools.

27.4 Human Review. Material outputs of artificial intelligence tools, including outputs comprising Client communications, security actions, and changes to Client systems, shall be subject to human review before being acted upon. Routine outputs are exempt from this requirement. Rules-based automation operating within human-defined parameters is treated as human-supervised at the point of rule definition.

27.5 Accuracy. Outputs of artificial intelligence tools are subject to the performance standard in Section 6.1 and the human review requirement in Section 27.4. Endeavor IT does not warrant the accuracy of any individual AI-generated output.

27.6 Prohibitions. Endeavor IT shall not use artificial intelligence tools to make unsupervised decisions affecting Client personnel or to take materially harmful actions on Client systems.

28. Records Retention

28.1 Service-Generated Records. Records generated by Endeavor IT's own systems in the course of delivering the Services are retained indefinitely. Configuration records reflect the current state only.

28.2 Contractual Records. Contractual records, including the Agreement, amendments, Service Orders, Statements of Work, Purchase Quotes, and signed acceptance documents, are retained indefinitely.

28.3 Security Records. Security records, including audit logs, access logs, and incident response records, are retained for a minimum of 3 years. Service-specific log retention requirements are set forth in the applicable Individual SLA. Logs generated on Client devices are not within scope of this Section 28.3.

28.4 Deprovisioning. Upon deprovisioning of a Service, Client Data is removed from Endeavor IT's service tools. Residual Client Data in backups is governed by Section 12.5. Endeavor IT shall provide notice at termination of the applicable backup retention window.

28.5 Provision of Records. Provision of records to Client following termination is governed by the Off-Boarding Baseline in Section 3.5.

28.6 Litigation Hold. Upon receipt of a litigation hold request from Client, Endeavor IT shall preserve the specified records in the specified categories. Ordinary preservation costs are absorbed by Endeavor IT. Extended preservation, including preservation of records beyond Endeavor IT's ordinary retention windows, shall be billed at Endeavor IT's then-current standard rates.

28.7 Destruction. Records subject to defined retention windows are destroyed at the end of those windows. Records subject to indefinite retention continue under Endeavor IT's standard practices. The backup carve-out in Section 12.5 applies.

29. Survival

29.1 Surviving Provisions. The following Sections survive termination or expiration of the Agreement: Section 4 (Fees, Billing, and Payment, with respect to amounts accrued before termination), Section 7 (Resale of Goods, with respect to obligations accrued before termination), Section 8.3 (Failure to Identify Regulated Status), Section 9 (Confidentiality), Section 10 (Non-Solicitation of Personnel), Section 11 (Intellectual Property), Section 12 (Data Ownership, Use, Return, and Privacy), Section 13 (Security Incident Notification, to the extent applicable to incidents during the term), Section 16 (Representations and Warranties, subject to Section 29.2),

Section 17 (Limitation of Liability), Section 18 (Indemnification), Section 21 (Dispute Resolution), Section 26 (Publicity, References, and Use of Marks), Section 27 (AI and Automated Tools), Section 28 (Records Retention), this Section 29, and Section 30 (Miscellaneous and General Provisions). Any other provision intended by its nature to survive termination shall survive, regardless of whether listed in this Section 29.1.

29.2 Survival of Representations and Warranties. The representations and warranties in Section 16 survive for the limitation of actions period of 2 years, except that claims for indemnification, breach of confidentiality, intellectual property infringement, and claims under a Compliance Addendum survive for the longer of the limitation of actions period and any longer period set forth in the applicable Section or Compliance Addendum.

29.3 Audit Rights. The audit rights in Section 14 survive for 1 year following termination of the Agreement with respect to matters arising during the term.

29.4 Cross-Reference to Off-Boarding and Data Return. Section 3.5 (Off-Boarding Services) and Section 12.4 (Return and Destruction Timing) govern the substance of off-boarding and data return obligations and are not restated in this Section 29.

30. Miscellaneous and General Provisions

30.1 Independent Contractor. Endeavor IT performs the Services as an independent contractor. Nothing in the Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties. Endeavor IT is solely responsible for taxes, withholdings, benefits, and other employment-related obligations for its personnel. No Endeavor IT personnel are employees of Client.

30.2 Time of the Essence. Time is of the essence with respect to Security Incident notification under Section 13.

30.3 Counterparts and Electronic Signatures. Each Service Order, Statement of Work, Purchase Quote, and amendment to the Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Signatures delivered electronically, including through DocuSign, Adobe Sign, and similar services, are valid and binding.

30.4 Construction. The Parties acknowledge that each has had the opportunity to review the Agreement and propose changes. No presumption shall apply against either Party as drafter in the interpretation of the Agreement.

30.5 Cumulative Remedies. Except where the Agreement expressly identifies a remedy as exclusive (including service credits and liquidated damages, each of which is the exclusive remedy for its respective subject matter), the remedies under the Agreement are cumulative and may be exercised concurrently or separately.

30.6 Waiver. No failure or delay by either Party in exercising any right or remedy under the Agreement operates as a waiver of that right or remedy. No single or partial exercise of any right or remedy precludes any further exercise of that right or remedy or the exercise of any other right or remedy.

30.7 No Third-Party Beneficiaries. Nothing in the Agreement is intended, or shall be construed, to confer any rights or remedies on any person or entity other than the Parties and their respective successors and permitted assigns.

30.8 Recording of Communications. Endeavor IT may record telephone, chat, and other communications between Endeavor IT personnel and Client personnel for quality assurance, training, dispute resolution, and similar business purposes. Client consents to such recording.