



MASTER SERVICE AGREEMENT (MSA)

Version 2026.01.14

1. AILERON I.T. DELIVERABLES

- 1.1 Subject to the terms and conditions of this Agreement, including but not limited to Customer's timely payment to Aileron I.T. of all fees specified in this Agreement and Customer's compliance with the Acceptable Use Policy ("AUP") and Minimum Security Standards ("MSS"), incorporated by reference in Sections 19 and 20, respectively, Aileron I.T. will provide to Customer the services and/or equipment, and other benefits as described in this Agreement and the attached Schedule(s) and any other schedules that parties agree upon from time to time (collectively referred to as the "Deliverables"). The nature and quantity of the Deliverables, as reflected by the attached Schedule(s) may be amended from time to time upon written agreement of both parties.
- 1.2 Aileron I.T. may utilize automation tools, artificial intelligence (AI), and similar technologies to assist in the delivery of Deliverables. Such tools may be used for purposes including, but not limited to, monitoring, analysis, documentation, troubleshooting, and operational efficiency. Aileron I.T. will apply reasonable oversight in the use of such tools and does not guarantee the accuracy, completeness, or suitability of outputs generated by such technologies.
- 1.3 Customer acknowledges that the use of such technologies does not expand Aileron I.T.'s liability beyond the limitations set forth in Section 7.
- 1.4 Aileron I.T. retains primary administrative control over systems and environments under management as part of the Deliverables. Customer may request administrative access; however, Aileron I.T. reserves the right to grant, restrict, or revoke such access at its discretion based on security, stability, and operational considerations. If Customer or any third party is granted administrative access, Customer acknowledges that such access may impact system integrity, security, and service delivery, and Aileron I.T. shall not be responsible for issues arising from such access.

2. FEES AND BILLING

- 2.1 *Fees.* The fees and charges related to the Deliverables are set forth exclusively in the applicable Schedule(s). Customer agrees to pay all fees in accordance with the terms of such Schedule(s).
- 2.2 *Taxes.* All fees charged by Aileron I.T. for the Deliverables are exclusive of taxes and similar fees now in force or enacted in the future imposed on the transaction, all of which the Customer will be responsible for, except for taxes based on Aileron I.T.'s net income.

2.3 *Additional Costs.* Customer will further be responsible for (i) all reasonable out-of-pocket expenses incurred by Aileron I.T. in performance of the Agreement and any attached Schedule(s); and (ii) all shipping and handling costs related to the purchase of equipment for Customer, including, but not limited to, fees paid by Aileron I.T. to third-party vendors, manufacturers, and/or distributors.

2.4 *Late Payments.* Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments, Aileron I.T. may, upon prior written notice to Customer, and at Aileron I.T.'s sole discretion: (i) terminate this Agreement, (ii) in whole or in part suspend providing Deliverables to Customer until payment in full has been made to Aileron I.T., (iii) in whole or in part suspend providing Deliverables to Customer until Aileron I.T. and Customer have agreed, in writing, to modified payment terms that include a payment schedule for all delinquent amounts, and/or (iv) require other assurances to secure Customer's payment obligations hereunder.

2.5 *Nonpayment; Suspension of Services*

2.5.1 Customer agrees to pay all invoices in accordance with the terms of this Agreement.

Any invoice not paid within thirty (30) days of the invoice date shall be considered past due.

2.5.2 In the event of nonpayment, Aileron I.T. will provide written notice to Customer of the delinquent balance. If payment is not received, Aileron I.T. may take the following actions:

- a) **Past Due Notice.** Aileron I.T. may provide written notice to Customer after an invoice becomes past due.
- b) **Second Notice.** If payment is not received within fifteen (15) days after the initial past due notice, Aileron I.T. may issue a second written notice indicating that Customer's account remains delinquent and that services may be suspended if payment is not received.
- c) **Final Notice.** If payment is not received within thirty (30) days after the initial past due notice, Aileron I.T. may issue a final written notice specifying a date upon which services will be suspended if payment is not received in full.
- d) **Suspension of Services.** If payment is not received by the date specified in the final notice, Aileron I.T. may suspend some or all Services without further obligation until the account is brought current.
- e) **Restoration of Services.** Aileron I.T. may require payment in full of all outstanding balances, including any applicable fees, prior to restoring Services. Aileron I.T. reserves the right to charge a reasonable reactivation fee.
- f) **Termination for Nonpayment.** If Customer's account remains unpaid for more than seventy-five (75) days from the invoice date, Aileron I.T. may terminate this Agreement for cause in accordance with Section 3.

2.5.3 Customer acknowledges that suspension of Services may result in loss of access to systems, data, or functionality, and Aileron I.T. shall not be liable for any damages arising from such suspension.

3. AGREEMENT TERM AND TERMINATION

- 3.1 *Term.* This Agreement will commence on the Effective Date and will remain in effect for an initial term of three (3) years (the “Initial Term”), unless earlier terminated as provided herein. Upon expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each, a “Renewal Term”), unless either party provides written notice of non-renewal in accordance with Section 3.2.
- 3.2 *Non Renewal.* Either party may elect not to renew this Agreement by providing at least sixty (60) days’ prior written notice before the expiration of the then-current term. If such notice is not provided within this period, the Agreement will automatically renew for the next Renewal Term.
- 3.3 *Early Termination.* Except as otherwise expressly provided in an applicable Schedule, neither party may terminate this Agreement for convenience prior to the expiration of the then-current term.
- 3.4 *Effect of Termination.* Upon the effective date of expiration or termination of this Agreement:
- a) Aileron I.T. will immediately cease providing the Deliverables;
 - b) Any and all payment obligations of Customer which have accrued as of such expiration or termination will become due immediately;
 - c) Within thirty (30) days after such expiration or termination, each party will return all Confidential Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal, accounting, or administrative record keeping requirement; and
 - d) Whenever applicable, Customer will remove all Customer equipment, Customer materials, and any of its other property from Aileron I.T.’s premises within thirty (30) business days of such expiration or termination and return the premises to the same condition as it was on the date the equipment was installed, normal wear and tear excepted. If Customer does not remove such property within such 30-day period, Aileron I.T. will have the option to (i) move any and all such property to secure storage and charge Customer for the cost of such removal and storage, and/or (ii) after a final notice to Customer, liquidate the property in any reasonable manner.
 - e) Notwithstanding any provision to the contrary, the parties agree that Aileron I.T. shall not be obligated to return Customer's data until such time as Customer pays any outstanding balances owed to Aileron I.T. and any applicable Termination Charge. Upon receipt of such Payments, Aileron I.T. will return to Customer all data in a form and format that is consistent and functional with the Customer’s operating system at the time of termination.
- 3.5 *Survival.* The following provisions will survive any expiration or termination of the Agreement: Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 21.

3.6 *Conflicts; Order of Precedence.* In the event of any conflict between the terms of this Agreement and a Schedule, the terms of the applicable Schedule shall control solely with respect to the specific services and Deliverables described therein, except as otherwise expressly provided in a Schedule.

4. TRANSITION AND OFFBOARDING

4.1 Termination Assistance

4.1.1 Upon termination or expiration of this Agreement or any applicable Statement of Work, Aileron I.T. may, at Customer's request, provide reasonable transition assistance to facilitate the transfer of services, systems, or data to Customer or a third-party provider.

4.1.2 All such transition assistance shall be considered out-of-scope and billed at Aileron I.T.'s then-current rates unless otherwise agreed in writing.

4.1.3 Aileron I.T. will have no obligation to continue providing Services beyond the termination date except as expressly agreed.

4.1.4 Customer acknowledges that timely cooperation and coordination are required to complete any transition activities, and Aileron I.T. shall not be responsible for delays or disruptions caused by Customer or third parties.

4.1.5 Aileron I.T. reserves the right to require full payment of all outstanding balances prior to performing any transition or offboarding services.

4.2 Ownership of Materials

4.2.1 Customer retains all rights, title, and interest in and to its data, systems, credentials, and proprietary business information ("Customer Materials").

4.2.2 Aileron I.T. retains all rights, title, and interest in and to its tools, scripts, processes, methodologies, documentation templates, automation, and other materials developed or used in connection with providing the Services ("Aileron I.T. Materials").

4.2.3 To the extent any Aileron I.T. Materials are utilized in delivering Services to Customer, Aileron I.T. grants Customer a limited, non-exclusive, non-transferable license to use such materials solely as part of the Services during the term of this Agreement.

4.2.4 Customer shall have no rights to copy, distribute, modify, or use Aileron I.T. Materials independently of the Services without Aileron I.T.'s prior written consent.

4.3 Offboarding Deliverables

4.3.1 Upon termination, Aileron I.T. will provide Customer with access to Customer Materials sufficient to allow Customer or its designated third party to assume control of its systems and services.

4.3.2 Such materials may include, as applicable:

- a) Administrative credentials
- b) System and network access information
- c) Asset inventory
- d) Network diagrams
- e) DNS and domain information

- 4.4 Aileron I.T. will provide Customer with reasonable access to Customer's backed-up data for the purpose of transition.
- 4.5 Aileron I.T. is not required to provide direct access to its internal backup platforms or tools. Restoration, export, or transfer of backup data shall be performed as part of transition services and may be subject to applicable fees.
- 4.6 Aileron I.T. shall not be required to provide Aileron I.T. Materials, including internal documentation, scripts, processes, or methodologies used in delivering the Services.
- 4.7 Transition services are separate from any termination fees, early termination fees, or remaining contract payments, and shall be billed independently.
- 4.8 No portion of any early termination fee shall be applied toward transition or offboarding services unless expressly agreed in writing.
- 4.9 Transition Services
- 4.10 Upon termination or expiration of this Agreement, Aileron I.T. may provide transition assistance to Customer or its designated third-party provider.
- 4.11 A standard Transition Package shall be required, with a fee equal to one (1) month of the Customer's then-current Monthly Recurring Fee. The Transition Package includes the delivery of Customer Materials and reasonable transition coordination.
- 4.12 The Transition Package fee must be paid in full prior to the commencement of any transition services, including any handoff meetings or transfer of materials.
- 4.13 Aileron I.T. will conduct one (1) transition meeting with Customer's designated third-party provider to facilitate the handoff of services. Customer may attend this meeting at its discretion.
- 4.14 Aileron I.T. may, at its discretion, provide an additional transition meeting if reasonably required.
- 4.15 Any additional meetings, extended coordination, or transition activities beyond the standard scope shall be billed at Aileron I.T.'s standard hourly rates.
- 4.16 To ensure accuracy and proper documentation, Aileron I.T. will conduct transition-related communications primarily in written form, including email or other documented channels.
- 4.17 Aileron I.T. reserves the right to withhold transition services, including meetings and delivery of materials, until all outstanding balances and Transition Package fees are paid in full.

5. REPRESENTATIONS AND WARRANTIES

5.1 Warranties by Customer

5.1.1 Customer Equipment and Customer Materials. Customer represents and warrants, when Customer equipment and materials are used as part of this Agreement, that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the term of this Agreement, to place and use the Customer Equipment not purchased from Aileron I.T. as contemplated by this Agreement, and to use, modify, transmit, and distribute all software, data, and information contained in documentation, and other information and intangibles used by Customer to operate, install, and/or maintain Customer's Business through the Customer Equipment or provided to Aileron I.T. by Customer for such purposes or otherwise pursuant to this Agreement (the "Customer Materials") without infringing, misappropriating, or otherwise violating any intellectual property rights of any third party. As between Aileron I.T. and Customer, the parties acknowledge and agree that all Customer Materials are owned by Customer. Customer further represents and warrants that its placement, arrangement, and use of the Customer Equipment, not purchased from Aileron I.T., complies with the Customer Equipment and Customer Materials Manufacturer's environmental and other specifications.

5.2 Warranties by Aileron I.T.

5.2.1 During the term of this Agreement, Aileron I.T. shall keep in full force and effect, at its expense and solely with companies with an A.M. Best Rating of A-VII or better, the following insurance policies and coverages:

- a) Commercial General Liability covering contractual liabilities, personal injury, property damage and product/completed operations. Such policy shall maintain minimum limits of \$500,000.00 per occurrence for bodily injury and property damage.
- b) Business Auto Liability with a minimum combined single limit of \$500,000.00 per occurrence.
- c) Worker's Compensation Insurance as required state and federal law, and providing such coverages as are required by law, statute or regulation.
- d) Umbrella Liability with minimum limits of \$500,000.00 per occurrence.
- e) Professional Errors and Omissions Liability with minimum limits of \$500,000.00 per claim. Each such policy shall have an extended reporting period of two (2) years. Any renewal or replacement of such policy shall have, as the policy retroactive date, a date even with, or preceding the execution date of this Agreement.

1.1.2 **EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THE ATTACHED SCHEDULE OR SCHEDULES, ALL DELIVERABLES PROVIDED AND SPACE MADE AVAILABLE BY AILERON I.T. HEREUNDER ARE PERFORMED, PROVIDED, AND MADE AVAILABLE ON AN "AS IS" BASIS. AILERON I.T. DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.**

1.1.3 *Security.* Customer acknowledges that no party, including Aileron I.T., can anticipate all future challenges to Customer's security. Without limiting the foregoing 4.2(b), AILERON I.T. DOES NOT WARRANTY OR GUARANTEE CUSTOMER'S SECURITY.

1.1.4 *Resold Products and Services.* Customer acknowledges that, at Customer's request, Aileron I.T. may sell, resell, or distribute hardware or software or third-party services to Customer for Customer's use. **AILERON I.T. MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OF ITS' OWN REGARDING THE FUNCTIONALITY OF THE HARDWARE, SOFTWARE, OR THIRD-PARTY SERVICE, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OR SERVICE PROVIDER OF EACH SUCH PRODUCT OR SERVICE.**

5.3 Payment Method and Autopay

5.3.1 Customer agrees to maintain a valid automatic payment method on file with Aileron I.T. for all recurring Services.

5.3.2 For Customers enrolled in automatic payment, invoices will be processed automatically on the due date using the designated payment method.

5.3.3 Customers who elect not to enroll in automatic payment may be subject to additional administrative requirements, including but not limited to shorter payment terms or additional fees, as determined by Aileron I.T.

5.3.4 Aileron I.T. reserves the right to require automatic payment enrollment as a condition of providing or continuing Services.

5.3.5 Customers enrolled in automatic payment may be eligible for preferred pricing or payment terms, as determined by Aileron I.T.

6. LIMITATIONS OF LIABILITY

6.1 General Limitation

6.1.1 Except as expressly provided in this Agreement, Aileron I.T. shall not be liable for any claims arising out of or related to Customer's equipment, Customer Materials, or Customer's business, except to the extent caused by Aileron I.T.'s gross negligence or willful misconduct, and subject in all cases to the limitations set forth in this Section.

6.2 Subcontractors

(1) Aileron I.T. shall not be liable for the acts or omissions of third-party service providers, vendors, or contractors, except to the extent such acts are directly caused by Aileron I.T.'s gross negligence or willful misconduct.

6.3 No Liability for Consequential Damages

6.3.1 **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL AILERON I.T. BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR OF ANY CUSTOMER EQUIPMENT OR CUSTOMER MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE.**

6.4 Application to Security Incidents

6.4.1 The limitations of liability set forth in this Section apply to all claims, including those arising out of or related to any security incident, data breach, ransomware event, unauthorized access, loss of data, or failure to meet any regulatory or industry standard (including PCI-DSS), regardless of the theory of liability.

6.5 Maximum Liability

6.5.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AILERON I.T.'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO AILERON I.T. UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL AILERON I.T.'S LIABILITY EXCEED THIS AMOUNT.

6.6 Basis of the Bargain; Failure of Essential Purpose

6.6.1 Customer acknowledges that Aileron I.T. has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

7. INDEMNIFICATION

7.1 Customer Indemnification

7.1.1

- (1) Customer will indemnify and hold Aileron I.T., its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and fees of experts) arising out of any claim, suit, action or proceeding (each, an "Action"), and Customer will pay any settlement reached or judgment entered thereon against Aileron I.T. or such third party, to the extent such Action arises from an allegation that any of the following has occurred or will occur: with respect to the Customer's Business, Customer Materials, or Customer Equipment: (A) infringement of any intellectual property rights; (B) misappropriation of any intellectual property rights; (C) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (D) flaming, spamming, or any other offensive, harassing or illegal conduct or violation of the Rules and Regulations; or
 - a) any damage or destruction to the equipment of Aileron I.T. or any other customer by Customer or Customer's Representative(s) or Customer's designees resulting from Customer's or Customer's Representative's or Invitee's negligence or willful misconduct; or

- b) any other damage arising from the Customer Equipment, Customer Materials, or Customer's Business, except to the extent such damage is caused by Aileron I.T., its employees or other customers.
 - c) any fines, penalties, assessments, damages, or costs arising from Customer's failure to comply with applicable laws, regulations, or industry standards, including but not limited to the Payment Card Industry Data Security Standard (PCI-DSS), or from any security breach, unauthorized access, or loss of data within Customer's systems or environment, except to the extent caused by Aileron I.T.'s gross negligence or willful misconduct.
- (2) Aileron I.T. will give Customer prompt written notice of the existence of any such Action of which Aileron I.T. becomes aware, and an opportunity to participate in the defense thereof at Customer's expense.

7.2 Aileron I.T. Indemnification

7.3 Aileron I.T. will indemnify and hold Customer, its affiliates, shareholders, officers, directors, employees, agents, and Representatives harmless from and against any and all reasonable costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of claim, suit, action or proceeding (each, an "Action"), and Aileron I.T. will pay any settlement reached or judgment entered thereon against Customer or such third party, to the extent such Action arises from an allegation that any of the following has occurred or will occur:

- a) any damage arising out of (i) the infringement of any third party registered U.S. copyright or issued U.S. patent resulting from the provision of Aileron I.T.-owned intellectual property provided pursuant to this Agreement and (ii) personal injury to Customer's Representatives from Aileron I.T.'s negligence or willful misconduct; or
- b) any damage or destruction to the equipment of Customer by Aileron I.T. or Aileron I.T.'s Representative(s) or Aileron I.T.'s designees resulting from Aileron I.T.'s or Aileron I.T.'s Representative's or Invitee's negligence or willful misconduct; or
- c) any other damage arising from Aileron I.T.'s Equipment, Materials, or Business, and caused by Aileron I.T.'s negligence or willful misconduct, except to the extent such damage is caused by Customer, its employees, customers or other suppliers.

7.3.1 Customer will give Aileron I.T. prompt written notice upon of the existence of any such event of which it becomes aware, and an opportunity to participate in the defense thereof at Aileron I.T.'s expense.

7.4 Limitation of Liability Applies

7.5 Notwithstanding anything to the contrary in this Agreement, all indemnification obligations under this Agreement shall be subject to the limitations of liability set forth in Section 7.

8. CONFIDENTIAL INFORMATION

- 8.1 *Confidential Information.* Each party acknowledges that it may have access to certain non-public information and materials of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information.
- 8.2 **Legal Requests and Law Enforcement**
- 8.3 Notwithstanding anything to the contrary, Aileron I.T. may respond to lawful requests, court orders, subpoenas, or other legal processes requiring access to or disclosure of Customer systems or data, as required by applicable law.
- 8.4 Aileron I.T. shall not be responsible for verifying the legal sufficiency of such requests and may rely in good faith on their validity.
- 8.5 Customer acknowledges that Aileron I.T. is not a data owner or custodian for legal purposes and shall not be responsible for any outcomes arising from compliance with such legal requests.
- 8.6 Any time spent by Aileron I.T. in responding to such requests, including coordination, documentation, or access facilitation, shall be billable.
- 8.7 *Exceptions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.
- 8.8 *Remedies.* Notwithstanding anything to the contrary in this Agreement, in the event of any intentional breach of this Section 7, the non-breaching party will be entitled to any remedies available at law and/or in equity subject to the limitations of liability as stated in Paragraph 5 of this Agreement.

9. NON-SOLICITATION

- 9.1 Unless otherwise permitted under the terms of Paragraph 8.2, during the term of this Agreement and for the one (1) year period immediately following the date Aileron I.T. last performed services for the Customer under this Agreement, the Customer shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member officer, director, sole proprietor recruit or otherwise, solicit, participate in or promote the solicitation of any Aileron I.T. officer, director, employee, consultant, or contractor (collectively referred to as "Aileron I.T. Employee") to leave the employment or other relationship with Aileron I.T., or to hire, retain or engage such Aileron I.T. Employee. In the event that Customer shall violate the terms of this Paragraph, Customer agrees to pay to Aileron I.T., in liquidated damages and not as a penalty, an amount equal to the gross wages paid by Aileron I.T., to the Aileron I.T. Employee, for the past twelve (12) months.
- 9.2 Notwithstanding Paragraph 8.1, if at any time the Customer wishes to hire any Aileron I.T. Employee provided by Aileron I.T., the Customer may request in writing that Aileron I.T. release the Aileron I.T. Employee from his/her employment contract, or other relationship, with Aileron I.T. to allow the Customer to employ or engage the services of the Aileron I.T. Employee. The Customer acknowledges and agrees that Aileron I.T., in its sole and absolute discretion, has the right to accept or refuse the Customer's request to employ or engage the services of Aileron I.T. Employee supplied by Aileron I.T. to the Customer. If Aileron I.T. has accepted the Customer's request to employ the Aileron I.T. Employee such acceptance must be made in writing. Within 15 days after receiving such written acceptance, Customer shall pay to Aileron I.T., as liquidated damages, an amount equal to fifty percent (50%) of the Aileron I.T. Employee's first year salary, including guaranteed bonuses. If authorization has been obtained by the Customer from Aileron I.T., then the Customer may employ or engage the services of Aileron I.T. Employee, either directly or indirectly, without any further financial compensation or liquidated damages payment owed to Aileron I.T. from the Customer.
- 9.3 Unless otherwise permitted under the terms of Paragraph 8.4, during the term of this Agreement and for the one (1) year period immediately following the date Aileron I.T. last performed services for the Customer under this Agreement, Aileron I.T. shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member officer, director, sole proprietor recruit or otherwise, solicit, participate in or promote the solicitation of any Customer officer, director, employee, consultant, or contractor (collectively referred to as "Customer Employee") to leave the employment or other relationship with Customer, or to hire, retain or engage such Customer Employee. In the event that Aileron I.T. shall violate the terms of this Paragraph, Aileron I.T. agrees to pay to Customer, in liquidated damages, an amount equal to the wages paid by Customer, to the Customer Employee, for the past twelve (12) months.

9.4 Notwithstanding Paragraph 8.3, if at any time Aileron I.T. wishes to hire any Customer Employee, Aileron I.T. may request in writing that Customer release the Customer Employee from his/her employment contract, or other relationship, with Customer to allow Aileron I.T. to employ or engage the services of the Customer Employee. Aileron I.T. acknowledges and agrees that Customer, in its sole and absolute discretion, has the right to accept or refuse Aileron I.T.'s request to employ or engage the services of Customer Employee. If Customer has accepted Aileron I.T.'s request to employ the Customer Employee such acceptance must be made in writing. Within 15 days after receiving such written acceptance, Aileron I.T. shall pay to Customer, as liquidated damages, an amount equal to fifty percent (50%) of Customer Employee's first year salary, including guaranteed bonuses. If authorization has been obtained by Aileron I.T. from Customer, then Aileron I.T. may employ or engage the services of Customer Employee, either directly or indirectly, without any further financial compensation or liquidated damages payment owed to Customer from the Aileron I.T. Employee.

10. FORCE MAJEURE

10.1 Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

11. NOTICE AND PAYMENT

11.1 Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by electronic, certified, registered or Express mail, return receipt requested or by Federal Express.

11.2 Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

11.3 Aileron I.T. shall have the right to offset any obligation of Customer to Aileron I.T. against any Obligation of Aileron I.T. to Customer.

12. RELATIONSHIP OF PARTIES

12.1 Aileron I.T., in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Aileron I.T. shall be solely responsible for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workmen's compensation.

12.2 In no way is Aileron I.T. to be construed as the agent or to be acting as the agent of Customer in any respect, any other provisions of this Agreement notwithstanding.

13. JURISDICTION AND VENUE

13.1 This Agreement shall be governed in accordance with the laws of the State of Wisconsin. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Wisconsin including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

14. **AGREEMENT BINDING ON SUCCESSORS**

14.1 The provisions of the Agreement and Schedule(s) shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

15. **ASSIGNMENT AND SUBCONTRACTING**

15.1 Customer may not assign or transfer this Agreement, in whole or in part, without Aileron I.T.'s prior written consent. Aileron I.T. may assign or transfer this Agreement or subcontract any portion of this Agreement to a third-party contractor.

16. **WAIVER**

16.1 No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

17. **SEVERABILITY**

17.1 If a court of competent jurisdiction shall hold any term, clause or provision invalid or unenforceable, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

18. **INTEGRATION**

18.1 This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may conflict with this Agreement.

19. **ATTORNEY'S FEES**

19.1 In the event of litigation or arbitration relating to the subject matter of this Agreement or Schedule(s), the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

20. **ACCEPTABLE USE POLICY**

20.1 The Acceptable Use Policy ("AUP"), located at <https://aileronit.com/policies/>, is hereby incorporated by reference with the same force and effect as though fully set forth herein. **CUSTOMER ACCEPTS AND AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AUP BY ENTERING INTO THIS AGREEMENT.**

21. MINIMUM SECURITY STANDARDS

- a. Customer acknowledges that Aileron I.T.'s Minimum Security Standards, located at <https://aileronit.com/policies/>, are a material requirement for the safe and effective delivery of Services.
- b. Services rendered by Aileron I.T. to Customer as a direct or indirect result of Customer failing to comply with Standards will be billed on a Time and Materials basis, notwithstanding any attached Schedule(s) that cover such services.
- c. Failure to implement or maintain such standards within a reasonable timeframe, as determined by Aileron I.T., may result in:
 - i. Services being limited, modified, or billed as out-of-scope; and/or
 - ii. Termination of this Agreement by Aileron I.T. for cause upon written notice.
- d. Customer's failure to remediate material security risks identified by Aileron I.T. shall be deemed a failure to comply with this Agreement.

22. SCHEDULES

22.1 All of the Schedules attached hereto, or subsequently executed by the parties, shall be deemed a part of this Agreement.

23. CUSTOMER RESPONSIBILITY FOR COMPLIANCE

23.1 Customer acknowledges that it is solely responsible for compliance with all applicable laws, regulations, and industry standards, including but not limited to the Payment Card Industry Data Security Standard (PCI-DSS). Aileron I.T. does not provide legal, regulatory, or compliance certification services and does not guarantee that Customer's systems or environment will meet any specific compliance requirements. While Aileron I.T. may implement security tools, processes, or recommendations, Customer is solely responsible for determining whether such measures satisfy its compliance obligations.

24. CHANGE ORDERS

24.1 Any material change to the scope of Services, including but not limited to additions, modifications, or expansions of services, systems, locations, or supported users or devices, must be documented in a written change order or updated Statement of Work.

24.2 Aileron I.T. may, at its discretion, require Customer approval of a change order prior to performing such work.

24.3 Change orders may include adjustments to pricing, service levels, timelines, or other terms as applicable.

24.4 No changes to the scope of Services shall be binding unless agreed to in writing by both parties.

25. RIGHT TO REFUSE OR MODIFY SERVICES

- 25.1 Aileron I.T. reserves the right to refuse, modify, or delay the implementation of any requested service, configuration, or change that Aileron I.T. reasonably believes may compromise the security, stability, or integrity of Customer's systems or environment.
- 25.2 In such cases, Aileron I.T. will make reasonable efforts to communicate the concern to Customer and, where appropriate, propose alternative solutions.
- 25.3 Customer acknowledges that Aileron I.T. shall not be responsible for any issues, damages, or service degradation resulting from Customer's insistence on implementing configurations or changes against Aileron I.T.'s recommendations.

26. SECURITY INCIDENTS

- 26.1 Customer acknowledges that no system or network can be made completely secure. Aileron I.T. does not guarantee the prevention of security incidents, data breaches, or unauthorized access. To the fullest extent permitted by law, Aileron I.T. shall not be liable for any claims, damages, fines, penalties, or costs arising from or related to:

Any security breach, ransomware attack, or unauthorized access

Loss or exposure of Customer data

Failure to meet compliance standards, including PCI-DSS

- 26.2 except to the extent caused by Aileron I.T.'s gross negligence or willful misconduct.

- 26.3 All claims arising from or related to any security incident or data breach shall be subject to the limitations of liability set forth in Section 7 of the MSA.

27. CUSTOMER INSURANCE

- 27.1 Customer acknowledges that cybersecurity risks, including data breaches, ransomware, and unauthorized access, are inherent in any technology environment.
- 27.2 Customer is responsible for maintaining appropriate insurance coverage, including but not limited to cyber liability or data breach insurance, consistent with its risk profile.
- 27.3 Customer agrees that its insurance shall be the primary source of recovery for any losses, claims, damages, or costs arising from a security incident or data breach.
- 27.4 To the fullest extent permitted by law, any recovery obtained through insurance shall not increase or expand Aileron I.T.'s liability beyond the limitations set forth in Section 7.
- 27.5 Customer shall use reasonable efforts to ensure that its insurers do not pursue claims against Aileron I.T. that would circumvent or expand the limitations of liability set forth in this Agreement.
- 27.6 Aileron I.T. does not provide insurance coverage and makes no representation that the Services provided will eliminate or reduce all risks associated with cybersecurity incidents.

28. INSURANCE CLAIMS COOPERATION

- 28.1 In the event of a security incident or data breach, Customer agrees to promptly notify its insurance carrier(s) and initiate any applicable claims.

28.2 Customer agrees that Aileron I.T. may reasonably cooperate with Customer and its insurers in connection with such claims, provided that:

28.2.1 any time spent by Aileron I.T. in connection with insurance claims, documentation, or communications shall be billable; and

28.2.2 Aileron I.T. shall not be required to assume responsibility for claim outcomes, coverage determinations, or interactions with insurers beyond reasonable cooperation.

28.2.3 Customer agrees that any recovery obtained through insurance shall not expand or alter Aileron I.T.'s liability under this Agreement.

28.3 To the extent permitted by applicable law, Customer shall cause its insurers to waive any rights of subrogation against Aileron I.T. or, at minimum, shall not permit any claim that would expand Aileron I.T.'s liability beyond the limitations set forth in this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be duly executed by their authorized representatives and delivered in duplicate as of the date first written above.