MASTER SERVICE AGREEMENT (MSA)

Version 2026.08.27

1. AILERON I.T. DELIVERABLES

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 20 and 21, 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.

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.

Customer acknowledges that the use of such technologies does not expand Aileron I.T.'s liability beyond the limitations set forth in Section 6.

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

Fees and Payment Terms. The fees and charges related to the Deliverables are set forth exclusively in the applicable Schedule(s). Unless otherwise stated in the applicable Schedule, all invoices are due ten (10) calendar days from the invoice date ("Net 10"). Customer agrees to pay all fees in accordance with this Agreement and the applicable Schedule(s).

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.

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.

Payment Method and Autopay. ACH is Aileron I.T.'s preferred payment method. Customer agrees to maintain a valid automatic payment method on file for recurring Services. For Customers enrolled in automatic payment, invoices will be processed automatically on the due date using the designated payment method. Aileron I.T. may require automatic payment enrollment as a condition of providing or continuing Services. Customers who do not enroll in automatic payment may be subject to reasonable administrative requirements or fees, and Customers enrolled in automatic payment may be eligible for preferred pricing or terms, as determined by Aileron I.T.

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.

Nonpayment; Suspension of Services

Customer agrees to pay all invoices in accordance with the terms of this Agreement. Any invoice not paid by its stated due date shall be considered past due.

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.

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

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.

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.

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.

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 early termination fee or other termination amount expressly required under the applicable Statement of Work. 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.

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.

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

Termination Assistance

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 designated successor provider. Except for the standard Offboarding Deliverables and handoff meeting described below, transition assistance is out-of-scope and billable at Aileron I.T.'s then-current rates unless otherwise agreed in writing. Aileron I.T. has no obligation to continue Services beyond the termination date except as expressly agreed. Customer shall reasonably cooperate with transition activities, and Aileron I.T. shall not be responsible for delays or disruptions caused by Customer or third parties.

Ownership of Materials

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

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").

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.

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.

Offboarding Deliverables

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.

Such materials may include, as applicable:

- Administrative credentials
- System and network access information
- Asset inventory
- Network diagrams
- DNS and domain information

Standard Handoff Meeting. As part of the standard offboarding process, Aileron I.T. will conduct one (1) transition meeting with Customer's designated successor IT provider for the purpose of delivering and reviewing the Offboarding Deliverables, addressing reasonable questions regarding Customer's environment, and facilitating an orderly handoff. Customer may attend this meeting at its discretion. This meeting is included as part of the standard offboarding process and does not require purchase of the Transition Package.

Aileron I.T. will provide Customer with reasonable access to Customer's backed-up data for the purpose of transition.

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.

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.

Aileron I.T.-Owned Equipment

Any equipment owned by Aileron I.T. and located at Customer's premises shall remain Aileron I.T.'s sole property upon expiration or termination. At Customer's request and Aileron I.T.'s sole discretion, Customer may purchase such equipment at Aileron I.T.'s documented acquisition cost, plus applicable taxes or transfer costs; title transfers only upon payment in full. Equipment not purchased shall be made reasonably available for retrieval, and Customer shall provide Aileron I.T. reasonable access to Customer's premises for that purpose.

This provision applies only to equipment owned outright by Aileron I.T. and does not apply to equipment owned, leased, financed, or otherwise controlled by a third party.

Third-Party Licenses and Subscriptions

Upon expiration or termination of this Agreement or any applicable Statement of Work, Customer shall be responsible for establishing and maintaining its own billing arrangement, or billing through its designated successor provider, for third-party licenses, subscriptions, cloud services, software, and other recurring services required for Customer's continued operations. To the extent Aileron I.T. purchases, resells, administers, or pays for such services on Customer's behalf, Customer shall reasonably cooperate in transitioning billing and administrative responsibility before the applicable termination date. Subject to the applicable provider's terms, Aileron I.T. may discontinue payment or provision as of that date and will reasonably cooperate with a permitted transfer; Customer acknowledges that some vendor arrangements are not transferable and may require replacement services.

Customer shall remain responsible for any non-cancellable third-party licensing, subscription, or vendor charges attributable to Customer that Aileron I.T. remains contractually obligated to pay following expiration or termination. Such amounts are separate from and in addition to any early termination fee or other termination amount unless expressly stated otherwise in the applicable Statement of Work.

Transition and offboarding charges are separate from and in addition to any early termination fee or other termination amount expressly due under the applicable Statement of Work and shall not be credited against those amounts unless expressly agreed in writing.

Transition Services

Additional transition assistance beyond the Offboarding Deliverables and standard handoff meeting is available only as provided in the Transition Package provisions below.

Transition Package. If Customer or its designated successor IT provider requests transition assistance beyond the Offboarding Deliverables and standard handoff meeting described in Section 4.3, Customer shall purchase Aileron I.T.'s standard Transition Package, with a fee equal to one (1) month of Customer's then-current Monthly Recurring Fee.

Payment. The Transition Package fee must be paid in full before any additional transition services begin.

The Transition Package may include additional transition meetings and reasonable coordination as Aileron I.T. determines appropriate. Transition activities beyond the scope of the Transition Package shall be billed at Aileron I.T.'s then-current rates unless otherwise agreed in writing.

To ensure accuracy and proper documentation, Aileron I.T. will conduct transition-related communications primarily in written form, including email or other documented channels.

Aileron I.T. may require payment in full of all outstanding balances and any applicable Transition Package fee before commencing billable transition services.

Withdrawal of Termination; Extension and Reinstatement

Any request by Customer to withdraw a notice of termination or non-renewal, extend an established termination date, or resume Services following commencement of offboarding is subject to Aileron I.T.'s written approval. Continued Services beyond an established termination date are not automatic and may be subject to revised pricing, terms, or a new or amended Statement of Work. Any transition activity performed after the termination date due to Customer or successor-provider delay shall be billable at Aileron I.T.'s then-current rates and shall not extend or reinstate Managed IT Services unless expressly agreed in writing.

If offboarding activities have commenced and Aileron I.T. has delivered administrative credentials or documentation, transferred administrative control, removed or scheduled removal of management or security tools, or permitted a successor provider to access or modify Customer's environment, Aileron I.T. may require completion of a Reinstatement Project before resuming Managed IT Services.

The Reinstatement Project may include an audit of changes made during the transition period, credential and password rotation, security-baseline validation, redeployment or validation of management and security tools, licensing reconciliation, backup and monitoring verification, documentation updates, and remediation necessary to return the environment to a supportable condition.

The Reinstatement Project fee shall equal two (2) times the Onboarding Fee stated in the applicable Statement of Work and shall be payable before reinstatement work begins. Hardware, software, licensing, third-party charges, and remediation beyond the standard reinstatement scope shall be billed separately.

5. REPRESENTATIONS AND WARRANTIES

Warranties by Customer

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.

Warranties by Aileron I.T.

Insurance Requirements. 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.

Disclaimer of Warranties. 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.

Security. Customer acknowledges that no party, including Aileron I.T., can anticipate all future challenges to Customer's security. Without limiting the foregoing provisions of this Section 5.2, AILERON I.T. DOES NOT WARRANTY OR GUARANTEE CUSTOMER'S SECURITY.

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.

6. LIMITATIONS OF LIABILITY

General Limitation

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.

Subcontractors

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.

No Liability for Consequential Damages

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.

Application to Security Incidents

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.

Maximum Liability

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.

Basis of the Bargain; Failure of Essential Purpose

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

Customer Indemnification

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.

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.

Employment and Personnel Claims. Customer is solely responsible for all employment and personnel decisions involving its employees, contractors, agents, and representatives, including hiring, discipline, suspension, leave, termination, and decisions to grant, restrict, suspend, or revoke access to Customer systems, accounts, data, or equipment. Aileron I.T. acts solely as a technology service provider in implementing authorized instructions received from Customer and does not make employment decisions on Customer's behalf.

Customer shall indemnify and hold harmless Aileron I.T., its affiliates, officers, directors, employees, agents, and representatives from and against claims, actions, liabilities, losses, damages, costs, and reasonable attorneys' fees asserted by any current or former employee, contractor, agent, or representative of Customer arising out of or relating to Customer's employment or personnel decisions or Aileron I.T.'s good-faith implementation of Customer's authorized instructions, including account disablement, access revocation, credential resets, device lock or wipe, data preservation, or similar technical actions, except to the extent caused by Aileron I.T.'s gross negligence or willful misconduct.

Aileron I.T. Indemnification

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.

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.

Limitation of Liability Applies

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 6.

8. CONFIDENTIAL INFORMATION

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.

Legal Requests and Law Enforcement

Notwithstanding anything to the contrary, Aileron I.T. may respond in good faith to lawful requests, court orders, subpoenas, or other legal process requiring access to or disclosure of Customer systems or data. Customer acknowledges that Aileron I.T. is not the data owner or legal custodian; Aileron I.T. may rely on the apparent validity of such process and is not responsible for independently verifying its legal sufficiency or for outcomes resulting from compliance.

Any time spent by Aileron I.T. in responding to such requests, including coordination, documentation, or access facilitation, shall be billable.

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.

Remedies. Notwithstanding anything to the contrary in this Agreement, in the event of any intentional breach of this Section 8, 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 Section 6 of this Agreement.

9. NON-SOLICITATION

Unless otherwise permitted under the terms of Section 9.2, 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.

Notwithstanding Section 9.1, 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.

Unless otherwise permitted under the terms of Section 9.4, 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.

Notwithstanding Section 9.3, 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

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

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.

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.

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

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.

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

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

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

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.

Change of Control; Sale or Reorganization. Customer shall promptly notify Aileron I.T. in writing of any merger, consolidation, sale of substantially all of its assets, change of control, reorganization, or similar transaction. No such transaction shall, by itself, terminate this Agreement or relieve Customer or any successor entity of obligations accrued or remaining under this Agreement or any applicable Schedule. To the extent Customer's rights and obligations pass by operation of law to a surviving or successor entity, this Agreement and all applicable Schedules shall remain binding upon such entity. Any assignment or transfer not occurring by operation of law remains subject to Aileron I.T.'s prior written consent under this Section. Aileron I.T. may require a successor or acquiring entity to execute a written assumption of this Agreement and may require an updated Statement of Work where the transaction materially changes the scope of Services, number of users, devices or locations, regulatory requirements, security requirements, or other material characteristics of Customer's environment. No transaction shall release Customer or any successor entity from obligations accrued prior to an approved assignment or transfer unless Aileron I.T. expressly agrees otherwise in writing.

16. WAIVER

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

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

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. Except as expressly provided in Section 3.6 or an applicable Schedule, this Agreement shall take precedence over other documents that conflict with this Agreement.

19. ATTORNEY'S FEES

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

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

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.

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.

Failure to implement or maintain such standards within a reasonable timeframe, as determined by Aileron I.T., may result in:

(a) Services being limited, modified, or billed as out-of-scope; and/or

(b) Termination of this Agreement by Aileron I.T. for cause upon written notice.

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

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

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

Any material change to the scope of Services, including 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. Aileron I.T. may require Customer approval before performing such work, and the change order may adjust pricing, service levels, timelines, or other applicable terms.

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

Aileron I.T. reserves the right to refuse, modify, or delay any requested service, configuration, or change it reasonably believes may compromise the security, stability, or integrity of Customer's systems or environment, and will make reasonable efforts to communicate the concern and, where appropriate, propose alternatives.

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

Customer acknowledges that no system or network can be made completely secure and Aileron I.T. does not guarantee prevention of security incidents, data breaches, ransomware, unauthorized access, loss or exposure of Customer data, or failure to meet compliance standards including PCI-DSS. To the fullest extent permitted by law, Aileron I.T. shall not be liable for related claims, damages, fines, penalties, or costs except to the extent caused by Aileron I.T.'s gross negligence or willful misconduct. All such claims remain subject to the limitations of liability in this Agreement.

27. CUSTOMER INSURANCE

Customer acknowledges that cybersecurity risks are inherent in any technology environment and is responsible for maintaining insurance appropriate to its risk profile, including cyber liability or data breach coverage as appropriate. Aileron I.T. does not provide insurance coverage and makes no representation that the Services will eliminate or reduce all cybersecurity risks.

Customer agrees that its insurance shall be the primary source of recovery for losses, claims, damages, or costs arising from a security incident or data breach. Insurance recovery shall not increase or expand Aileron I.T.'s liability, and Customer shall use reasonable efforts to ensure its insurers do not pursue claims that would circumvent or expand the limitations of liability in this Agreement.

28. INSURANCE CLAIMS COOPERATION

In the event of a security incident or data breach, Customer shall promptly notify its insurance carrier(s) and initiate any applicable claims. Aileron I.T. may reasonably cooperate with Customer and its insurers; time spent on claim-related documentation or communications is billable, Aileron I.T. is not responsible for claim outcomes or coverage determinations, and such cooperation or recovery shall not expand or alter Aileron I.T.'s liability under this Agreement.

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.

29. ACCEPTANCE

This MSA is incorporated by reference into each Statement of Work or other agreement that expressly references it. Customer accepts and agrees to be bound by this MSA upon execution of an applicable Statement of Work or other agreement incorporating this MSA by reference. The version of this MSA identified in the applicable Statement of Work or other agreement shall govern unless subsequently amended in a writing signed by both parties.