

Master Services Agreement

Effective May 22, 2026. This Master Services Agreement supersedes and replaces all prior versions.

This Master Services Agreement (this "**MSA**") is between Methodology IT, a California limited liability company ("**Provider**", and sometimes referred to as "we," "us," or "our") and the Client identified on the applicable Order (sometimes referred to as "you," or "your"). Together with the Order, the Schedule of Services, the Schedule of Third-Party Services, the Service Level Objectives, the Data Processing Agreement (where applicable), and one or more Service Attachments, this MSA forms the agreement between the parties (the "**Agreement**").

By signing an Order, by executing an acceptance through Provider's electronic-signature platform, or by continuing to use the Services after notice of these Terms, Client agrees to be bound by this MSA and by all Service Attachments and Schedules referenced or attached to the Order in effect as of the date of acceptance. Each Service Attachment, Schedule, and Order incorporated by reference is part of the Agreement.

Order of precedence. If there is a conflict between documents in the Agreement, the order of precedence is: (1) the Order; (2) any Service Attachment specifically addressing the conflict; (3) the Schedule of Services; (4) this MSA; (5) the Schedule of Third-Party Services and Service Level Objectives.

1. Statement of services

1.1 Scope

Provider will deliver the services and equipment ("**Services**") identified on the Order and described in the applicable Service Attachments and Schedule of Services. Except for Supplemental Services and Project Services described below, Provider's deliverables are limited to those identified in the Order and the documents incorporated by reference. Provider may decline to perform requested services that are unlawful or outside Provider's typical service offerings.

1.2 Supplemental Services

"**Supplemental Services**" are additional services or equipment Client may need on a one-off or emergency basis that are not included in the Order or applicable Service Attachments. Supplemental

Services will be quoted, approved by Client, and billed separately at Provider's then-current rates. Provider is not obligated to identify the need for or provide Supplemental Services and provides them on an "as-is" basis without warranty.

1.3 Project Services

For services outside the scope of any Order or Service Attachment and inappropriate for treatment as Supplemental Services — major upgrades, migrations, deployments, infrastructure builds, data-center moves, office moves, and similar — Provider will prepare a Statement of Work or Project Service Attachment describing scope and fees. Installation and delivery dates are estimates. Client is responsible for site preparation including electrical power, communication lines, climate control, and physical access.

2. Fees and payment

2.1 Service fees

Fees are set forth in the Order and the Schedule of Services. Unless otherwise specified, services are performed on a time-and-materials basis at Provider's then-current published rates.

2.2 Adjustments to service fees

- **User and device growth.** If the number of Users, Devices, sites, or other service units within Client's environment changes during the Term, Provider will apply a pro-rata adjustment to recurring fees, billed in the next invoice cycle. During the Initial Term, the in-scope unit count will not decrease below the count on the first invoice without Provider's consent.
- **Pass-through and surcharges.** Provider may pass through and adjust pricing for taxes, regulatory fees, surcharges imposed by governmental or quasi-governmental authorities, and Third-Party Services Provider price changes outside Provider's control.
- **Annual price escalator.** Beginning on the first anniversary of the Effective Date and on each subsequent anniversary during the Term, the recurring Service Fees in effect under the Order will automatically increase by the greater of (a) five percent (5%), or (b) the percentage change in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), All Items, U.S. City Average, over the preceding twelve (12) months, as published by the U.S. Bureau of Labor Statistics. Provider will identify the escalator adjustment in the first invoice following each anniversary. The escalator does not require advance notice beyond invoicing and does not give rise to a termination right.
- **Exceptional rate adjustments.** Outside of the annual escalator, Provider may adjust published rates with at least thirty (30) days' written notice. Where an exceptional adjustment increases Client's recurring fee by more than ten percent (10%) over the rates charged during the preceding twelve (12) months — over and above the annual escalator — Client may terminate this Agreement within thirty (30) days of notice without incurring an Early Termination Fee.

- **User definition.** "User" means Client's employees, consultants, contractors, or agents authorized to use the Services, who have been issued credentials by Client or Provider. Users do not include Client's customers or other third parties.
- **Device definition.** "Device" means any equipment included in the Services — computers, laptops, tablets, mobile devices, printers, servers, network equipment, and similar — whether Client-owned or Provider-supplied, together with the software necessary to operate it.

2.3 Pass-through expenses

Client will reimburse Provider's reasonable out-of-pocket expenses incurred in performing the Services — including incremental third-party service fees, travel beyond included allowances, lodging, meals, and shipping. Pass-through expenses are billed at cost.

2.4 Payment terms

Invoices are due net fifteen (15) days from invoice date unless otherwise specified on the Order. Provider may suspend Services if payment is not received within thirty (30) days of invoice date. Past-due amounts accrue interest at one-and-one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

2.5 Disputed invoices

If Client disputes any portion of an invoice in good faith, Client will notify Provider in writing before the due date with the basis for the dispute. Client will pay the undisputed portion by the due date. Provider will work in good faith to resolve the dispute; if Provider determines that an amount was incorrectly invoiced, Provider will issue a credit against future invoices.

2.6 Holiday and after-hours rates

After-hours non-emergency work is billed at the rates in the Schedule of Services. Work performed on Provider holidays is billed at two (2) times the standard hourly rate with a one-hour minimum.

2.7 Suspension and reactivation

If Client fails to pay amounts owed when due, on at least ten (10) business days' written notice and in addition to other remedies, Provider may suspend Services until full payment is made. After payment is restored, Provider will reactivate Services after verifying that managed components remain in alignment with Provider's security baseline. A "Reactivation Fee" equal to one (1) month of recurring Service Fees applies to restoration following payment-related suspension.

2.8 Taxes

Fees are exclusive of applicable sales, use, excise, services, and similar taxes. Client is responsible for those taxes.

3. Term and termination

3.1 Effective date and initial term

This Agreement is effective on the date of Client's acceptance ("**Effective Date**"). The initial term of this Agreement and each Service Attachment is one (1), two (2), or three (3) years from the Effective Date as identified on the Order (the "**Initial Term**"). The published rates in the Schedule of Services correspond to a one-year Initial Term; longer Initial Terms receive committed discounts as published by Provider — generally five percent (5%) off list for a two-year Initial Term and ten percent (10%) off list for a three-year Initial Term. The discount applies for the duration of the Initial Term and continues through each Renewal Term so long as Client maintains the corresponding renewal length.

3.2 Auto-renewal

At the end of the Initial Term and at the end of each renewal term, this Agreement and each Service Attachment will automatically renew for an additional period equal to the length of the Initial Term (each a "**Renewal Term**"), unless either party gives written notice of non-renewal within the cancellation-notice window in § 3.3. So a Client with a one-year Initial Term renews into one-year terms; a Client with a three-year Initial Term renews into three-year terms. Renewals are subject to Provider's then-current Terms.

3.3 Cancellation notice

To prevent automatic renewal, the non-renewing party must deliver written notice of non-renewal before the end of the then-current term, no later than the notice window applicable to the term length:

TERM LENGTH	CANCELLATION NOTICE REQUIRED
One (1) year	At least sixty (60) days before end of term
Two (2) years	At least ninety (90) days before end of term
Three (3) years	At least one hundred twenty (120) days before end of term

Provider will send Client a renewal reminder no fewer than thirty (30) days before the cancellation notice window opens, providing the renewal date, the renewal pricing (including any escalator under § 2.2), and the procedure for non-renewal. This reminder is a courtesy and does not extend the contractual notice window.

3.4 Month-to-month services

Where the Order specifies that a Service is provided on a month-to-month basis, that Service will continue month-to-month until either party provides written notice of termination, in which case the

Service will end at the close of the next calendar month after notice.

3.5 Early termination by Client without cause

After ninety (90) days from the Effective Date, Client may terminate this Agreement or any Service Attachment without cause on sixty (60) days' written notice, provided Client pays an Early Termination Fee equal to fifty percent (50%) of the recurring Monthly Service Fees that would otherwise have been owed from the effective termination date through the end of the then-current Term. The Early Termination Fee is not a penalty; it is a reasonable measure of Provider's expectation interest and the costs of premature off-boarding.

3.6 Termination for cause

Either party may terminate this Agreement for cause on sixty (60) days' written notice if the other party materially breaches the Agreement and fails to cure the breach within thirty (30) days after written notice of the breach. Either party may also terminate for cause immediately if the other party becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or ceases operations.

3.7 Termination by Provider

Provider may terminate this Agreement on thirty (30) days' written notice if Client violates Provider's policies or applicable third-party license terms and fails to cure within ten (10) days of notice; on fifteen (15) days' notice if Client's actions or inactions materially impair Provider's ability to deliver the Services; or immediately for illegal use of the Services or fraud.

3.8 Effect of termination and off-boarding

Subject to Client being current on all Fees, Early Termination Fees (if any), and third-party service fees, Provider will assist Client in the orderly off-boarding of Services — including reasonable knowledge transfer and timely transition of Services to a successor provider — billed at Provider's then-current Project Services rates. Termination immediately revokes Client's access to Provider's Services and tools. Provider will remove Provider-supplied software from Client Devices within thirty (30) days of termination. Provider has no obligation to retain Client Data more than thirty (30) days following termination unless required by law or specified on the Order. Where Client requests, Provider will provide an export of Client-specific data at Provider's then-current rates.

3.9 Survival

Sections of this Agreement that by their nature should survive termination — including intellectual-property rights, confidentiality, indemnification, limitations of liability, dispute resolution, and payment for services rendered — survive termination.

4. Signing and electronic acceptance

This Agreement may be signed and accepted electronically. Client's acceptance through Provider's electronic signature platform (currently Documenso, hosted on a Provider-controlled subdomain) or through equivalent recognized electronic-signature methods — including click-through acceptance on a Provider Order — constitutes a binding signature with the same effect as a physical signature. Each acceptance event records the Client's signer identity, timestamp, IP address, and the document versions in effect at the time of signature.

This Agreement may be signed in counterparts; electronic copies are deemed originals.

5. Independent contractor

Provider performs the Services as an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, or joint-venture relationship between the parties.

6. Intellectual property

6.1 Provider works

Except as expressly set forth in a Statement of Work or Service Attachment, work product created by Provider in the course of delivering the Services that relates to Provider's existing methods, tools, templates, or platforms is a "**Provider Work**" and is the sole property of Provider. To the extent any Provider Work is determined not to be owned by Provider, Client assigns to Provider all of its rights in such Provider Work.

6.2 Limited license for Client use

Where a Provider Work is installed on Client-owned equipment for the purpose of receiving the Services, Provider grants Client a non-exclusive, revocable, royalty-free license to use that Provider Work during the Term. The license terminates automatically on termination of the relevant Service Attachment.

6.3 Client materials

Client retains ownership of its pre-existing intellectual property and Client Data. Client grants Provider a non-exclusive, royalty-free license to use Client materials and Client Data solely as needed to deliver the Services.

6.4 License restrictions

Client will not: (a) modify, copy, or create derivative works of Provider Materials; (b) build a competing service using Provider's ideas, features, or interfaces; (c) reverse engineer Provider Materials except where permitted by law; or (d) re-distribute, sell, lease, or transfer Provider Materials to third parties.

6.5 Feedback

Client assigns to Provider any suggestions, feedback, or enhancement requests relating to the Services, which Provider may use without restriction or compensation.

7. Confidentiality

7.1 Definition

"Confidential Information" includes: (a) Provider's pricing, security reports, configurations, methodologies, runbooks, and unpublished technical information; (b) Client Data and Client business information transmitted to or stored by Provider; and (c) information conspicuously marked confidential at the time of disclosure.

7.2 Obligations

Each party will hold the other party's Confidential Information in strict confidence, will use it only as needed to perform the Agreement, and will not disclose it to third parties except: (i) to its own personnel and contractors who need access and are bound by equivalent confidentiality obligations; (ii) as required by law or court order, with reasonable notice to the disclosing party where permitted.

7.3 Exclusions

Confidential Information does not include information that: (a) is publicly available without breach of this Agreement; (b) the recipient demonstrably possessed before disclosure; (c) the recipient lawfully receives from a third party without restriction; or (d) the recipient independently develops without use of the other party's Confidential Information.

7.4 Agreement confidentiality

The Order, this MSA, and the Service Attachments may not be disclosed to third parties except as required by law, accounting, or regulatory requirements, or with the other party's written consent.

7.5 Marketing references

Provider may publicly identify Client as a Client of Provider — including using Client's name, logo, and industry — on Provider's website, marketing materials, and business communications. Any

narrative case study, testimonial, or detailed customer story requires Client's separate written consent.

8. Provider-supplied equipment and software

8.1 Provider equipment

"Equipment" means any computer, networking, telephony, or related hardware Provider installs at Client's location or ships to Client to facilitate delivery of the Services. Equipment is provided on a rental basis and remains Provider's property. This Agreement transfers no ownership of Equipment to Client.

8.2 Equipment use and care

Client will take reasonable care of Equipment; will not damage, tamper with, modify, move, or attempt to repair it; and will not install unauthorized software on it. Client is financially responsible for damage to or loss of Equipment up to full replacement value, except for loss or damage caused by Provider. Client will obtain and maintain insurance with a reputable insurer for the full replacement value of Equipment, with Provider named as an additional insured.

8.3 Provider software

"Software" means software installed on Equipment or on Client systems by Provider for delivery of the Services. The Agreement transfers no rights in the Software to Client. Client's use is subject to the underlying license terms. Client will not redistribute, modify, reverse engineer, or transfer the Software to third parties.

8.4 Return at termination

On termination, Client will provide Provider reasonable access to retrieve Equipment, or will return Equipment to Provider via Provider's designated carrier at Provider's expense. Client is responsible for removing Client Data from Equipment before return; Provider is not responsible for data left on returned Equipment.

9. Client obligations

9.1 Cooperation and assistance

Client will provide timely cooperation and assistance — information, access to systems and personnel, documentation, credentials, and a suitable work environment — necessary for Provider to deliver the Services. Provider is not liable for deficiencies caused by Client's failure to provide cooperation.

9.2 Software licensing

Client is responsible for ensuring all software used in Client's environment is properly licensed. Provider will not promote or knowingly support unlicensed software. Assistance with software audits is billed at Provider's then-current rates.

9.3 Unsupported software

Provider is not responsible for issues arising from Client's use of software no longer supported by its publisher or manufacturer. Client agrees to hold Provider harmless from loss caused by use of unsupported software.

9.4 Remote access

Client grants Provider the right to access Client systems remotely to deliver the Services without separate consent at the time of each access.

9.5 Security and network protection

Client has an affirmative obligation to protect its environment in cooperation with Provider's recommendations — including maintaining hardware firewalls, securing wireless networks, enforcing multi-factor authentication, training employees against phishing and social engineering, and following Provider's recommended security practices.

9.6 Third-party criminal activity

Provider is not responsible for criminal acts of third parties, including ransomware, phishing, account compromise, and similar attacks. Where Provider has been engaged to provide security services, Provider will use commercially reasonable efforts to detect and respond to such events as set forth in the Schedule of Services. Provider does not warrant that any security measure prevents all incidents.

9.7 Independent backup

Unless otherwise specified in the Order or a Service Attachment, Client is responsible for maintaining adequate, restorable backups of its data. Where Backup Services are sold under a Service Attachment, those Services replace this default obligation for the in-scope systems.

9.8 Hardware warranty

Client equipment within scope must be maintained under an active manufacturer warranty or vendor support contract. Provider may exclude obsolete or unsupported equipment from coverage on reasonable notice.

9.9 Physical security

Client is responsible for the physical security of its on-premises hardware, software, and facilities.

9.10 Security recommendations and consequence of non-adoption

From time to time, Provider may recommend security, compliance, or operational changes (for example, enabling MFA, replacing end-of-life equipment, applying a security baseline). If Client declines to adopt a recommendation, Client accepts responsibility for losses arising from the declined recommendation, including but not limited to regulatory fines, breach-notification costs, ransomware costs, and remediation expenses.

9.11 Theft of service

Client will notify Provider promptly on becoming aware of unauthorized or fraudulent use of the Services. Client is liable for fraudulent use of the Services resulting from Client's negligence or breach of security obligations.

10. Provider warranty and disclaimer

10.1 Service warranty

Provider warrants that the Services will be performed in a professional and workmanlike manner and materially as described in the applicable Service Attachment and Schedule of Services. Client must notify Provider in writing within ten (10) business days of becoming aware of any non-conformance. Provider's sole obligation under this warranty is to use commercially reasonable efforts to correct verified non-conformances within a reasonable time.

10.2 Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES AND ALL DELIVERABLES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING — INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

10.3 Third-party services

Third-Party Services Providers are warranted only by their respective providers and only to the extent set forth in those providers' agreements. Provider makes no warranty regarding Third-Party Services Providers beyond what is set forth in the applicable third-party agreement.

11. Limitation of liability

11.1 Cap on damages

EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, INDEMNIFICATION OBLIGATIONS, BREACHES OF CONFIDENTIALITY, AND BREACHES OF INTELLECTUAL-PROPERTY OR LICENSE RESTRICTIONS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE GREATER OF: (A) THE PROCEEDS RECOVERABLE UNDER PROVIDER'S APPLICABLE PROFESSIONAL LIABILITY INSURANCE FOR THE CLAIM, OR (B) THE AMOUNTS PAID OR PAYABLE BY CLIENT TO PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.2 Exclusion of indirect damages

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES — INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF BUSINESS, LOSS FROM BUSINESS INTERRUPTION, OR COSTS OF SUBSTITUTE SERVICES — EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY OF RECOVERY.

11.3 Acknowledgment

CLIENT ACKNOWLEDGES THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT FOR THE FEES CHARGED WITHOUT THESE LIMITATIONS OF LIABILITY. THESE LIMITATIONS APPLY EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. Indemnification

12.1 Indemnification by Client

Client will defend, indemnify, and hold harmless Provider, its affiliates, officers, directors, employees, and agents from any claim, loss, damage, liability, fine, penalty, or expense (including reasonable attorneys' fees) arising from: (a) Client's breach of the Agreement; (b) Client Data, including any claim that Client Data infringes a third party's intellectual-property rights or violates applicable law; (c) Client's failure to comply with applicable laws or to maintain proper software licensing; (d) Client's use of the Services in violation of the Agreement or applicable third-party terms; or (e) Client's failure to implement Provider's reasonable security or compliance recommendations.

12.2 Indemnification by Provider

Subject to the Limitation of Liability, Provider will defend, indemnify, and hold harmless Client from third-party claims that the Services as delivered by Provider — excluding modifications by Client or a

third party and excluding Client-supplied components — infringe a U.S. patent, copyright, or trademark of a third party, or that Provider's gross negligence or willful misconduct caused Client direct damages.

12.3 Procedure

The indemnified party will promptly notify the indemnifying party of any claim, provide reasonable cooperation in defense, and grant the indemnifying party sole control of the defense and settlement, provided that no settlement may impose obligations on the indemnified party without the indemnified party's consent.

13. Insurance

13.1 Provider

Provider will maintain professional liability (errors and omissions) insurance with limits of at least two million dollars (\$2,000,000) per claim and in aggregate; commercial general liability insurance with limits of at least two million dollars (\$2,000,000); cyber liability insurance with limits of at least two million dollars (\$2,000,000); and workers' compensation as required by California law.

13.2 Client

Client will maintain commercial general liability insurance with limits of at least one million dollars (\$1,000,000); workers' compensation as required by applicable law; and first-party cyber liability insurance appropriate to Client's industry and scope of data handling.

13.3 Mutual waiver of subrogation

To the extent permitted by their respective insurers, each party waives, and will require its insurers to waive, rights of subrogation against the other party.

14. Data privacy and protection

14.1 Client Data ownership

As between Provider and Client, Client retains ownership of all Client Data. Provider will not use, edit, or disclose Client Data to third parties except as needed to deliver the Services, comply with applicable law, or as Client directs in writing.

14.2 Privacy frameworks

Provider's data-handling obligations under specific privacy and security frameworks — including HIPAA, PCI-DSS, GLBA, CCPA / CPRA and other state privacy laws, NY DFS Part 500, NY SHIELD,

GDPR / UK GDPR, and similar — are governed by a separate Data Processing Agreement ("DPA") between Provider and Client. The DPA incorporated by reference into the Agreement is the operative document where these frameworks apply.

14.3 California Consumer Privacy Act baseline

Without prejudice to any DPA, Provider acknowledges that under the California Consumer Privacy Act and the California Privacy Rights Act, Provider acts as a "service provider" to Client with respect to personal information Client makes available to Provider for purposes of the Services. Provider will: (a) not sell or share personal information; (b) not retain, use, or disclose personal information for any purpose other than performing the Services; (c) not retain, use, or disclose personal information outside the direct business relationship between Provider and Client; and (d) comply with applicable obligations of a "service provider" under the CCPA / CPRA.

14.4 Breach notification

Provider will notify Client without undue delay, and in any event within seventy-two (72) hours, of becoming aware of any confirmed breach of security materially affecting Client Data under Provider's control. The full scope of breach-related cooperation and obligations is governed by the DPA where applicable.

15. Compliance with laws

Provider will comply with laws applicable to Provider in its role as an IT services provider. Client will comply with laws applicable to Client's business and industry. Provider's services may include recommendations regarding regulatory compliance, but Provider is not Client's compliance officer, legal counsel, or auditor; ultimate responsibility for Client's regulatory compliance is Client's.

16. No solicitation of employees

During the Term and for twelve (12) months after termination, Client will not solicit, recruit, or hire any Provider employee, contractor, or subcontractor with whom Client had direct contact in connection with the Services, except with Provider's written consent. General employment advertisements not specifically targeted at Provider personnel are not a violation of this section. If Client breaches this section, in addition to any other available remedy, Client will pay Provider a one-time fee equal to fifty percent (50%) of the affected person's annualized base compensation in their then-current role, which the parties agree is a reasonable measure of recruiting and training cost and not a penalty. This section is intended to be enforced to the maximum extent permitted by California law.

17. Dispute resolution

17.1 Informal resolution

The parties will attempt in good faith to resolve any dispute through informal discussions for sixty (60) days before initiating formal dispute resolution.

17.2 Binding arbitration

Any dispute, claim, or controversy arising out of or related to this Agreement that is not resolved informally will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration will be conducted in English by one (1) arbitrator. The seat and venue of the arbitration is Los Angeles County, California. Each party bears its own expenses except as otherwise allocated by the arbitrator. The arbitrator's award is final and may be entered in any court of competent jurisdiction.

17.3 Carve-outs

Notwithstanding § 17.2, claims for preliminary injunctive relief, claims for breach of intellectual-property rights or confidentiality obligations, and Provider's claims for unpaid fees may be brought in the state or federal courts located in Los Angeles County, California.

17.4 Class action and jury waiver

EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST THE OTHER PARTY ARISING FROM OR RELATED TO THIS AGREEMENT. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY CARVE-OUT CLAIM BROUGHT IN COURT UNDER § 17.3.

17.5 Limitation period

Any claim arising under this Agreement must be brought within one (1) year after the claimant knew or should reasonably have known of the basis for the claim. Claims not brought within this period are barred.

17.6 Continued performance

The parties will continue performing under this Agreement during dispute resolution, except where the dispute is Client's failure to pay undisputed amounts.

17.7 Attorneys' fees

The prevailing party in any dispute is entitled to recover its reasonable attorneys' fees and costs.

18. General

18.1 Governing law

This Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

18.2 Force Majeure

Neither party is liable for failure or delay in performance due to events beyond reasonable control — including fire, flood, earthquake, power outage, telecommunications failure, public health emergency (including epidemics and pandemics), government order or regulation, civil disorder, acts of terrorism, labor disputes, and acts of God. The affected party will give written notice of the event and the parties will work in good faith to minimize impact. If the event continues more than thirty (30) days, either party may terminate the affected portion of the Agreement on thirty (30) days' written notice.

18.3 Assignment

Neither party may assign this Agreement without the other party's written consent, except that Provider may assign to an affiliate, to a successor in a change of control transaction, or in connection with a sale of substantially all of Provider's assets. Provider may engage subcontractors to deliver the Services without assignment, provided Provider remains responsible for its obligations.

18.4 Notices

Notices must be in writing and sent to the address on the Order via email with delivery confirmation, certified mail with return receipt, or recognized overnight courier. Notices are effective on delivery, or if email, on the first business day after sending. Each party may update its notice address by written notice to the other.

18.5 Amendment

This MSA may be updated by Provider with at least sixty (60) days' written notice for material changes. Non-material updates (clarifications, vendor name updates, references to a new Service Attachment version) may be made without notice provided they do not materially decrease Service functionality. Material changes to a current Renewal Term that increase Client's costs or materially reduce Client's rights give Client the right to terminate without an Early Termination Fee on thirty (30) days' notice given within thirty (30) days of the change.

18.6 Waiver

No failure or delay in exercising a right waives that right. No waiver is effective unless in writing signed by the waiving party.

18.7 Severability

If any provision of this Agreement is held unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable while preserving the parties' original intent.

18.8 No third-party beneficiaries

Except as expressly set forth (including for third-party software publishers referenced in the Service Attachment for Managed Services), no third party has any rights under this Agreement.

18.9 Counterparts and electronic signatures

This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Electronic signatures and electronic delivery have the same legal effect as physical signatures.

18.10 Entire agreement

This MSA, together with the Order, Schedule of Services, Schedule of Third-Party Services, Service Level Objectives, Data Processing Agreement (where applicable), and Service Attachments referenced in the Order, constitutes the entire agreement between the parties on its subject and supersedes all prior agreements, proposals, and discussions. In the event of ambiguity, this Agreement will not be construed against either party as drafter.

Acceptance.

By signing the applicable Order, by executing acceptance through Provider's electronic-signature platform, or by continuing to use the Services after notice of these Terms, Client agrees to be bound by this MSA, by the Schedule of Services, by the Schedule of Third-Party Services, by the Service Level Objectives, and by all Service Attachments referenced in the Order in effect on the date of acceptance.