



TerminalSolutions IT Services Agreement

Version 2026.08.01

This IT Services Agreement ("Agreement") is entered into by Lake Broadmoor, LLC, a Texas limited liability company, doing business as TerminalSolutions ("TerminalSolutions") and any client who accepts an Order that references and incorporates this IT Services Agreement ("Customer"), collectively the "Parties."

TerminalSolutions provides managed, project and on demand information technology (IT) services for customers as per an Order accepted by both Parties ("Services").

1. IT Support Services

A. Ordered Services

An "Order" means a service order, proposal, statement of work, change order, On Demand booking, or other ordering document accepted by both Parties. Each Order is a separate commitment governed by this Agreement. An Order must contain a service summary that identifies the Services, pricing, billing schedule, start date, committed term, if any, and any customer-specific special terms. Additional service-specific terms ("Service Terms") may apply depending on the services being ordered. No purchase order or Customer procurement form modifies an Order or this Agreement unless TerminalSolutions expressly signs a document stating that it is an amendment. Each Order and Service Terms shall be part of this Agreement.

B. Customer Engagement Categories

Customers may engage with TerminalSolutions on a managed services ("TerminalCare"), limited scope project ("Project"), or on demand ("On Demand") basis, as specified by the details of their Order and all applicable Service Terms.

C. Service Categories

TerminalSolutions provides services including Backup Recommendations & Management, Datacenter & Virtualization Support, Disaster Recovery Planning, Email & Communication Support, Planning & Installation, End User Support, Onboarding & Offboarding, HelpDesk & Remote Support Services, Infrastructure Migration Planning & Implementation, IT & Workflow Consulting Services, Mobile Device Management, Monthly & Annual Reporting, Network Support, Planning & Installation, Onsite Server & Cloud Service Management, Onsite Training & Support, Server Support, Planning & Installation, VOIP Phone System Management & Installation, Cybersecurity configuration, identity and access management, and security tooling

administration, Patch management and supported operating-system and application update coordination, Cloud, SaaS, and Microsoft 365 administration, Technology asset inventory, documentation, and lifecycle planning, Third-party technology vendor coordination and procurement assistance, Backup and disaster-recovery configuration, monitoring, testing, and restoration when contracted, and from time to time other IT services subject to approval by TerminalSolutions.

The categories above describe types of work TerminalSolutions may offer and do not create an included service, continuous monitoring duty, security standard, warranty, or obligation. Any service is included only to the extent expressly identified in the applicable Customer-specific Order. All other work performed but not stated in an Order is billable at TerminalSolutions' then-current On Demand rates.

D. Right to Refuse Services

TerminalSolutions reserves the right to decline services not included and/or specifically excluded in an Order. TerminalSolutions reserves the right to decline to service property not directly owned by the Customer. TerminalSolutions does not provide electrical services, including cabling or wiring. TerminalSolutions also reserves the right to refuse service in situations deemed unsafe including, but not limited to, safety concerns due to the presence of dangerous animals, hoarding, extreme nicotine contamination of IT systems, drunk or disorderly conduct from customers, and construction in progress including fumes and demolition. Decisions on safety are made solely at the discretion of TerminalSolutions.

E. Hours of Service

TerminalSolutions' normal hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST, except holidays.

F. Location

TerminalSolutions will primarily provide the Services via remote access and video or telephone conference; however, onsite services to the extent necessary will be provided at the Location(s) requested in writing by the Customer ("Location") and subject to the terms of the Customer's Order.

G. Approved Support Channels

Customer must submit support requests through approved support channels, currently support@terminal.solutions, 866-433-9611, provided booking links, or the TerminalSolutions Customer portal. Customers must not use the personal mobile numbers or contact information of any TerminalSolutions employee to request support unless otherwise stated in the Customer's Order.

H. Authorized Users and Designated Contacts

TerminalSolutions may reasonably treat as an "Authorized User" any employee, contractor, vendor, or other individual who uses Customer systems or requests Services, subject to the applicable Order and Service Terms. Support requests made by Authorized Users through approved support channels will be considered authorized by the Customer.

"Designated Contacts" are the Contacts that the Customer designates to approve work, make decisions, receive notices or make changes to the account. The Customer shall maintain Designated Contacts as follows:

- **Primary Contact:** The Contact named in Section 13 below who is authorized to make changes to the account by signing this and any future Agreement, and who is authorized to make or approve changes to Designated Contacts.
- **Billing Contact(s):** The Contact(s) who will receive billing notices.
- **Support Point of Contact (Support POC):** The Contact who will be the point person for day-to-day communications regarding support requests.

If no additional Support POC or Billing Contact(s) are identified, the Primary Contact shall be the default contact for any and all necessary communications. The Primary Contact may appoint additional designated contacts to these roles and/or designate a new Primary Contact by emailing accounting@terminal.solutions.

In the event that a Primary Contact becomes inaccessible, an owner or officer of the Customer is understood to have equivalent authority.

Customer's appointment of a Support POC is intended to make communications with TerminalSolutions more centralized and efficient and help the Customer better monitor support requests. If Customer wishes to ensure that all support requests are directly authorized by the Support POC, it is the Customer's responsibility to ensure that all such requests be funneled through the Support POC on the Customer's end. Otherwise, all Authorized Users will be considered capable of making support requests for the Customer.

I. Customer Cooperation and Access

Customer will timely provide decisions, accurate information, credentials, administrative access, physical access, approvals, vendor cooperation, and a safe working environment reasonably required to perform the Services. TerminalSolutions is not responsible for delay, cost, data loss, outage, or failure caused by Customer's delay, inaccurate information, withheld access, third-party action, or failure to follow TerminalSolutions' recommendations. The resolution of any issue caused by Customer's failure to follow TerminalSolutions' recommendations is out of scope of the original Order and will be subject to billing at then-current On Demand rates.

2. Compensation for Services

A. General Compensation

Customer will pay TerminalSolutions for Services in accordance with the service summary and billing schedule specified in the Order.

In addition to the service fees payable to TerminalSolutions, Customer will pay third-party providers directly for all hardware, software, subscriptions, and supplies. Customer will also pay third-party providers directly for any services not provided by TerminalSolutions.

TerminalSolutions will not pay for these items on the Customer's behalf.

TerminalSolutions will submit for reimbursement to the customer any direct costs for shipping or consumable items (batteries, screws, etc.) incurred in the process of providing requested services.

B. Payment Methods

All payments for TerminalCare and Projects are to be made via TerminalSolutions' automated bill collection system, and Customers whose Orders include these items are obligated to provide and maintain a valid bank account payment method in this system. On Demand Orders are subject to the payment methods available through the payment processor in use at the time of booking. TerminalSolutions at its sole discretion may allow Customer to use an alternate payment method such as Bill.com, check, credit card or client initiated ACH. **A 10% administrative processing fee will be added to all services provided when an alternate payment method is used.**

C. Annual Price Adjustment

For TerminalCare Customers, on each anniversary of the first day of the initial Term, all recurring service fees and per-unit prices will automatically increase by the greater of: (a) three percent (3%); or (b) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, 1982–84=100, published by the United States Bureau of Labor Statistics under Series ID CUUR0000SA0. The CPI increase will be calculated by comparing the index for the second calendar month preceding the adjustment date with the index for the same month of the preceding year. A decrease in the index will not reduce any price. Adjustments are cumulative, apply automatically to each renewal Term, and will be rounded to the nearest whole dollar. If the identified index is discontinued, rebased, or materially changed, TerminalSolutions may use the successor index designated by the Bureau of Labor Statistics or another reasonably comparable index selected by TerminalSolutions.

Due to the ad hoc nature of On Demand services, TerminalSolutions reserves the right to change On Demand pricing at any time without notice.

D. Hourly Rate Services

For services billed at an hourly rate, Hours of Service will be calculated beginning at the time TerminalSolutions' consultant(s) arrives at the Customer's Location (or begins working if done remotely or away from Customer's location) and ending at the time the consultant(s) departs the Customer's Location (or at the time Consultant stops working if done remotely or away from Customer's location).

E. Late Payments

Failure to pay an invoice timely will result in immediate suspension of Services. Any invoice outstanding for greater than ten (10) days will accrue interest at the lesser of a rate of (i) 18% per annum or (ii) the greatest amount permitted by law until paid.

F. Missed or Late Appointments

If a TerminalSolutions consultant arrives on Location or engages in a remote session to perform Services by appointment and Customer's contact person is not available to permit the consultant to begin performing the Services at the appointed time, then TerminalSolutions will charge the time and/or onsite visit against the Customer's account according to the service summary in the Customer's Order and in addition to all other applicable service fees.

TerminalSolutions strives to meet our appointment schedule and to do so we reserve availability of staff. Customers who routinely cancel or reschedule within 30 minutes of their scheduled appointments or who are a no show, at TerminalSolutions' discretion, will be charged a \$200 Missed Appointment Fee. No show is defined as being 30 or more minutes late with no communication. For TerminalCare customers, Missed Appointment Fees will be charged immediately to the payment method on file.

G. Invoice Disputes

Customers must address invoice disputes to accounting@terminal.solutions. TerminalSolutions will timely respond to invoice disputes and may apply credits to Customer's future bills to address concerns. No credit will be issued to a past invoice unless the invoice was issued in error. TerminalSolutions will not consider billing disputes initiated 90 days or more after the date of the invoice.

3. Term

A. Start Date

TerminalSolutions will begin providing the Services on the Start Date indicated in the Customer's Order and continue until either Customer or TerminalSolutions terminates the Agreement (the "Term"). Customers who engage with TerminalSolutions on a Project or On Demand basis are

subject to this Agreement for as long as they do business with TerminalSolutions and until the expiration of any post termination obligations as described in Section 10.

B. Initial and Renewal Terms

The "Initial Term" is defined as the minimum initial term that the Customer is agreeing to, as indicated in Customer's Order.

Unless otherwise specified in Customer's Order, if an initial term of 12 months or longer is indicated, the term will automatically renew on an annual basis for a 12-month term until services are terminated in accordance with Section 3.C. below.

If the Customer desires to start work immediately before the contracted Start Date, they may request in writing an early start date. TerminalSolutions will issue a prorated invoice at the standard monthly rate. The prorated period shall be considered an early extension of the initial term, which shall always begin on the first of the month. The specific length of the initial term shall reference, as its start date, the first day of the first full month of service.

Notwithstanding the above, TerminalSolutions may elect to begin Services at any time after an agreement is signed. Services provided before the Start Date do not change the stated Start Date or shorten any initial term.

C. Termination

TerminalSolutions may terminate this Agreement

- immediately for (i) Customer's breach of this Agreement (including failure of Customer to pay in advance) or (ii) cause (including, without limitation, berating, disrespecting, harassing, verbally or physical abusing or impeding the work of any TerminalSolutions' employee) or
- for no reason upon thirty (30) days written notice to Customer.

Notwithstanding any contrary to the foregoing in this Agreement, if TerminalSolutions terminates this Agreement pursuant to Section 3(B) without cause, only then will TerminalSolutions refund a prorated amount of any pre-paid Service fees less all amounts due by Customer to TerminalSolutions as of the termination date.

Customer may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to TerminalSolutions. If the customer terminates this Agreement for any reason, the entire remaining value of the Order for the full duration of the Order under any initial or renewal term is immediately due and payable to TerminalSolutions within 5 business days. The entire remaining value of the Order is subject to the Service Terms that pertain to the Customer's Order. Customer acknowledges that the remaining Order value is an agreed early-termination charge reflecting TerminalSolutions' onboarding investment, reserved capacity, staffing and vendor commitments, and pricing concessions, and that actual damages would be

difficult to determine. The charge is intended as compensation and not as a penalty. Unpaid usage, committed third-party charges, reimbursable costs, and offboarding fees are additional.

Regardless of the reason for termination, all Service fees paid to TerminalSolutions are non-refundable.

4. Response Time Not Guaranteed; No Uptime Guarantee

TerminalSolutions will respond to Customer's requests for Services in the order of all customer service tickets received, subject to TerminalSolutions' sole discretion to address service tickets of greater priority.

TerminalSolutions does not guarantee any minimum uptime of Customer's IT systems nor does it guarantee any stated response time except as expressly stated in the Customer's Order and, if included, Service Level Agreement.

5. Third-Party Products and Services

Customer authorizes TerminalSolutions, when requested or approved, to procure, configure, administer, recommend, or resell third-party hardware, software, cloud, telecommunications, security, and subscription services and to accept standard vendor terms reasonably necessary to implement the approved Services. Customer is bound by applicable vendor terms and is responsible for vendor charges, taxes, price changes, minimum commitments, renewals, and cancellation fees. TerminalSolutions is not the manufacturer or underlying provider and is not responsible for third-party defects, outages, security incidents, data practices, discontinuation, licensing changes, or support failures. Vendor warranties are passed through only to the extent assignable. Special-order, opened, licensed, subscribed, or configured items are nonreturnable unless the vendor accepts the return.

Customer will be solely responsible for the licensing of all software used by Customer. Customer represents to TerminalSolutions that all software used by Customer is owned by or validly licensed to Customer. **CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TERMINALSOLUTIONS, ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS HARMLESS FROM ANY AND ALL CLAIMS, COSTS AND LIABILITY (INCLUDING ATTORNEYS' FEES) RELATED TO ANY OF CUSTOMER'S SOFTWARE.**

6. Data Protection and TerminalCare Monitoring

A. Backups

TerminalSolutions advises Customer to backup all of Customer's data through commercially reasonable methods, including duplicate hard drives, cloud backup and other methods, including offsite backups using the 3-2-1 Method. **TERMINALSOLUTIONS SHALL NOT BE**

RESPONSIBLE FOR ANY LOSS OF CUSTOMER'S DATA EVEN IF RESULTING FROM TERMINALSOLUTIONS' SERVICES OR ACTIONS.

B. Backup Scope and Recovery

Backup configuration, retention, monitoring, testing, restoration, recovery objectives, and disaster-recovery services are included only when expressly and listed in the Customer's Order. Customer will approve its retention periods and recovery objectives, maintain at least one independent backup not controlled solely by TerminalSolutions unless otherwise agreed in writing, and periodically test restoration. No backup, restoration, or disaster-recovery method is infallible.

C. Protection

TerminalSolutions does not guarantee Customer's data will be protected from intrusions by other persons. TerminalSolutions may install hardware such as routers and other access points that may be accessible by other persons. **TERMINALSOLUTIONS DOES NOT PERFORM PENETRATION TESTING SERVICES AND SPECIFICALLY DISCLAIMS ANY WARRANTIES AS TO THE SECURITY OF CUSTOMER'S DATA AND SYSTEMS FROM INTRUSIONS BY INTERNAL OR EXTERNAL SOURCES.**

D. TerminalCare Monitoring

TerminalCare monitoring services allow vendors to send alerts of potential IT system issues to TerminalSolutions which identify some common problems before or when they occur. **TERMINALSOLUTIONS DOES NOT REPRESENT, WARRANT OR GUARANTY, AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, THAT TERMINALCARE MONITORING SERVICES WILL PREVENT DOWNTIME OR IDENTIFY ANY NECESSARY REPAIRS OR MAINTENANCE.** Customer remains solely responsible for backing up all data in accordance with TerminalSolutions' recommendations. TerminalSolutions will strive to notify Customer of any critical IT system issues identified by the TerminalCare monitoring services; however, the Customer will be responsible and will decide whether and when to accept and implement TerminalSolutions' proposed solutions to resolve any such issues.

TerminalCare monitoring services will be required if and as specified in the Customer's Order.

E. Cybersecurity and Incident Response

Cybersecurity tools and practices reduce risk but cannot eliminate it. TerminalSolutions is not an insurer and does not guarantee prevention, detection, containment, recovery, or regulatory compliance. Unless expressly included in an Order, incident response, forensic investigation, legal or regulatory analysis, notices, public relations, restoration, and remediation are billable at then-current On Demand rates. Customer will promptly report suspected incidents, maintain current emergency contacts and cyber insurance, and preserve relevant evidence. TerminalSolutions may isolate systems, disable access, or suspend services when reasonably

necessary to protect systems or data and will not be liable for interruption caused by those protective actions.

F. Regulated Data and Compliance

Customer is responsible for identifying regulated or specially protected data and notifying TerminalSolutions before TerminalSolutions is asked to access or process it. The Services do not include legal advice, compliance certification, or an assumption of Customer's compliance duties. If HIPAA, GLBA, PCI DSS, the Texas Data Privacy and Security Act, or another privacy, security, or industry regime requires specific processor, business-associate, security, audit, or data-handling terms, the Parties must execute an applicable addendum before TerminalSolutions accepts those contractual duties. Customer remains responsible for its risk assessments, policies, notices, consents, retention decisions, user activity, and legal obligations. Nothing in this paragraph limits duties imposed directly by applicable law.

7. Confidentiality and Non-Solicitation Agreement

A. Confidential Information

Each party acknowledges that it will have access to certain trade secret, proprietary and confidential information of the other party during the Term and that such information constitutes valuable and unique property of the other party (all such information being hereinafter referred to as "Confidential Information"). Each party confirms that it is reasonably necessary to protect such party's goodwill, and the other party agrees to keep confidential all Confidential Information acquired by it. Each party agrees that it will not disclose any such Confidential Information to any person or entity, or use the same in any manner other than in connection with the business contemplated by this Agreement, during or after the Term.

Confidential Information does not include information the receiving party can document: (i) is or becomes public without breach; (ii) was lawfully known without restriction before disclosure; (iii) is independently developed without use of the disclosing party's Confidential Information; or (iv) is lawfully received from a third party without a duty of confidentiality. A receiving party may disclose Confidential Information to personnel, professional advisers, insurers, and subcontractors who have a need to know and are bound by confidentiality obligations, and as required by law after giving notice when legally permitted.

B. Non-Solicitation

During the Term and for three (3) years after the date this Agreement terminates, neither Customer nor its affiliates will recruit, offer employment to, employ, engage as a consultant or in any other manner persuade or attempt to persuade any person who is (or within the twelve (12) months preceding the termination date of this Agreement was) an employee of TerminalSolutions to leave the employ or engagement of TerminalSolutions or assist any other person to do any of the foregoing prohibited acts.

C. Enforcement

Both parties acknowledge that satisfaction of the covenants set forth in this Section 7 is necessary to protect the business and goodwill of the parties and that a breach of such covenants will result in irreparable and continuing damage to such party for which there will be no adequate remedy at law. Without limiting other remedies which may exist for any breach of Section 7, the parties agree that Section 7 may be enforced by temporary restraining order, temporary injunction, or permanent injunction restraining violation, pending or following trial on the merits; no bond shall be required from either party when enforcing this Section 7.

8. Limitation of Liability

A. Errors

Subject to the following sentence, TerminalSolutions will only be responsible to the extent of performing services (labor only) to correct any errors that are solely caused by the negligence or willful misconduct of TerminalSolutions. Any such errors caused by TerminalSolutions' negligence or willful misconduct will be corrected at no additional charge to Customer, except that Customer shall remain responsible to pay all costs for Customer's software, hardware, and other out-of-pocket costs (including, replacements) associated with correcting any negligence or willful misconduct in TerminalSolutions' Services. Errors for the purposes of this Section 8 shall not include issues caused by A) Customer's equipment, hardware, or software which was not recommended and installed by TerminalSolutions at the time the error occurred, B) any communication issues between Customer's existing equipment, hardware, or software and newly installed equipment, hardware or software, C) any errors caused by Customer's failure to upgrade equipment, hardware, or software, or D) Customer's refusal to follow TerminalSolutions' advice, failure to timely respond to communications, or failure to authorize or grant access for TerminalSolutions to take prompt action on any IT matter. **NOTWITHSTANDING THE FOREGOING, THE LIABILITY OF TERMINALSOLUTIONS TO CUSTOMER (INCLUDING TIME SPENT REPAIRING ERRORS) SHALL NOT EXCEED THE TOTAL COMPENSATION ACTUALLY PAID BY CUSTOMER FOR THE SERVICES DURING THE TWO (2) MONTHS PRECEDING THE DATE THE LIABILITY AROSE. IF CUSTOMER PAYS FOR SERVICES ON AN ANNUAL BASIS, TERMINALSOLUTIONS LIABILITY SHALL NOT EXCEED THE ANNUAL AMOUNT DIVIDED BY 12 AND MULTIPLIED BY 2. TERMINALSOLUTIONS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES.**

B. Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, DELIVERABLES, RECOMMENDATIONS, AND THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TERMINALSOLUTIONS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES NOT EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, RESULTS, AND UNINTERRUPTED OR ERROR-FREE OPERATION.

C. Aggregate Cap

The limitations, exclusions, and cap in this Section apply in the aggregate to all claims arising from or relating to this Agreement, all Service Summaries, statements of work, change orders, and Service Terms, regardless of theory of liability. The cap is not multiplied by the number of claims, incidents, users, locations, services, or documents. Service credits, refunds, and correction work count toward the cap.

9. Independent Contractor Status

Neither the Customer nor TerminalSolutions is an employee, partner, joint venturer, or agent of the other. Neither party will have the right to assume or create any obligations on behalf of the other party.

10. Survival

Notwithstanding the termination of this Agreement, Sections 2 (as it relates to unpaid compensation), 7 (Confidentiality and Non-Solicitation), 8 (Limitation of Liability), 10 (Survival), 11 (Governing Law; Venue), 16 (Attorneys' Fees), 17.B. (Force Majeure), and 18 (Additional MSP Risk Allocation) will survive.

11. Governing Law; Venue

This Agreement will be governed by the laws of the State of Texas. Venue for all disputes relating to this Agreement will be in the state and federal courts in Bexar County, Texas. All invoices for Services shall be payable to TerminalSolutions at TerminalSolutions' San Antonio office address as follows: TerminalSolutions, Attn: Accounts Manager, 18018 Overlook Loop, Ste 105 PMB 133, San Antonio, TX 78259.

12. Entire Agreement; Amendment

A. Final Agreement

This Agreement, including each Order and applicable Service Terms, constitutes the entire final agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements between the parties. This Agreement, including any Order and Service Terms, may be amended by A) TerminalSolutions upon thirty (30) days written notice to Customer, B) TerminalSolutions and Customer signing an amendment to this Agreement or a new Order or change order to replace any previous Orders, or C) TerminalSolutions agreeing in

writing (i) to modify any existing service summary or (ii) to the addition of a new or ad hoc service at the Customer's request.

B. Order of Precedence.

If there is a conflict, a Customer-specific Order (a service summary, proposal, quote, change order, or statement of work) controls only as to the expressly stated Customer-specific scope, quantities, locations, pricing, start date, and term; the applicable Service Terms control as to the applicable service type; and this Agreement controls as to all other matters. Silence, additional detail, or a different level of specificity is not a conflict.

C. Published Changes and Automatic Incorporation

TerminalSolutions may announce changes to this Agreement, the Service Terms, service descriptions, technical requirements, policies, or pricing by written notice delivered according to Section 13 and/or by posting an announcement in TerminalSolutions' Customer portal, by including a prominent notice in any invoice, or by any other electronic notice. Each such change is automatically incorporated into every change order, service summary, statement of work, renewal, extension, or additional Service issued, accepted, or effective on or after the announced effective date, whether or not that later document restates the change. Customer's signature, electronic acceptance, approval, payment, or continued receipt or use of Services after the effective date constitutes acceptance of the change.

13. Notices

Except as otherwise provided in this Agreement, all notices required to be given must be in writing and delivered: A) by hand, B) by facsimile or electronic mail, or C) by overnight delivery by a nationally recognized courier service to the address (or facsimile number or e-mail address) listed below,

If to TerminalSolutions:

TerminalSolutions
Attn: Jacob McKean, Manager
18018 Overlook Loop
Ste 105 PMB 133
San Antonio, TX 78259
Email: owner@terminal.solutions

If to Customer:

At the name, mailing address (if provided) and email address provided upon placing the Order

Either party may update contact information for notices, support requests and billing communications via written notice with at least 10 days advance notice.

14. Waiver

The waiver by either party of any breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach of the same or other provision.

15. Multiple Counterparts, Facsimile, PDF Signatures

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement may also be signed electronically or by facsimile or PDF signature exchanged via electronic medium.

16. Attorneys' Fees

If any litigation arises as a result of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, as well as all costs and expenses.

17. Additional Terms

A. Intellectual Property

TerminalSolutions retains all right, title, and interest in its pre-existing and independently developed tools, scripts, templates, methods, procedures, configurations, documentation, know-how, and reusable materials, including any improvements or derivatives. After Customer pays all amounts due for the applicable work and if TerminalSolutions owns the rights associated with a specific deliverable, Customer receives a non-exclusive, non-transferable license to use deliverables created specifically for Customer solely for Customer's internal business purposes during the term of this agreement. Third-party materials remain subject to their applicable license terms.

B. Force Majeure

TerminalSolutions will not be liable for, and any performance deadline or service commitment will be extended for, any delay, interruption, unavailability, or failure caused by events beyond its reasonable control, including acts of God, weather, utility or telecommunications failure, cyberattack, labor disruption, governmental action, epidemic or pandemic, civil disturbance, war, vendor or supply-chain delay, transportation failure, or Customer or third-party act or omission. Charges for Services performed and committed third-party costs remain payable to TerminalSolutions by Customer. This Section 17.B. survives termination.

18. Additional MSP Risk Allocation

A. Customer Data and Processing Authorization

Customer retains ownership of Customer data. Customer grants TerminalSolutions and its approved providers a non-exclusive license to access, host, copy, transmit, modify, and otherwise process Customer data only as reasonably necessary to provide, secure, administer, support, and improve the Services, follow Customer's authorized instructions, and comply with law. Customer represents that it has all rights, notices, consents, and authorizations required for that processing. Unless expressly agreed in writing, TerminalSolutions is not Customer's records custodian or system of record.

B. Customer Indemnification

Customer will defend, indemnify, and hold harmless TerminalSolutions, its affiliates, and their personnel from third-party claims, damages, losses, liabilities, penalties, costs, and reasonable attorneys' fees arising from Customer data or content; Customer's instructions, unlawful use, or violation of law or third-party rights; inadequate licenses or consents; unauthorized changes by Customer or its providers; or Customer's failure to implement documented security, replacement, backup, or compliance recommendations. This obligation does not apply to the extent a final, nonappealable judgment determines the claim was directly caused by TerminalSolutions' gross negligence or willful misconduct. TerminalSolutions may control the defense with counsel of its choice, and Customer may not settle a claim in a manner that admits liability by or imposes an obligation on TerminalSolutions without TerminalSolutions' written consent.

C. Suspension and Protective Action

TerminalSolutions may immediately suspend or limit any Service, connection, account, device, system, or access when an invoice is overdue; Customer breaches this Agreement; Customer fails to provide required cooperation; or TerminalSolutions reasonably believes continued access or operation presents a security, legal, licensing, abuse, safety, or service-integrity risk. TerminalSolutions will not be liable for resulting interruption or loss. Recurring charges and committed third-party costs continue during suspension, and investigation, remediation, and reinstatement are billable at applicable rates.

D. Transition and Offboarding

Termination or expiration of this Agreement ends ordinary support and SLA coverage. Transition and offboarding are separate billable project services at TerminalSolutions' then-current rates and may require prepayment. After all amounts due are paid, TerminalSolutions will provide Customer's then-current credentials, Customer-owned data, and Customer-specific documentation in TerminalSolutions' possession in their existing formats. Unless separately agreed, TerminalSolutions is not required to create new documentation, convert or reconstruct data, transfer nonassignable licenses, or assist a replacement provider beyond the approved

scope. Customer is responsible for exports, replacement licenses, vendor coordination, and preserving its data. TerminalSolutions may disable its tools, accounts, agents, and licenses and, after thirty (30) days, delete remaining Customer data copies, subject to law and routine backup-retention cycles.

E. Insurance

Customer will maintain cyber, errors and omissions, and commercial general liability insurance appropriate to its operations and risk. The Services are not insurance and do not replace Customer's insurance, internal controls, legal review, or business-continuity planning. This Section 18 survives termination to the extent necessary to give it effect.

Confirmation of IT Services Agreement

The acceptance of any Order that references and incorporates this IT Services Agreement indicates acceptance of this Agreement.