

MASTER SERVICES AGREEMENT

FUTURE DATA SYSTEMS, INC.

IMPORTANT: This Master Services Agreement ("MSA") establishes the general terms governing services provided by Future Data Systems, Inc. ("FDS" or "Provider") to the customer identified in an Ordering Document ("Client"). By executing an Ordering Document that references this MSA, Client agrees to this MSA and each applicable Addendum identified in that Ordering Document. The MSA and applicable Addenda do not require separate signatures unless expressly stated otherwise.

1. INTRODUCTION

- 1.1 This MSA is between Future Data Systems, Inc., a North Carolina corporation with its principal place of business at 2017 Hope Mills Road, Fayetteville, North Carolina 28304, and Client. FDS and Client may each be a "Party" and together the "Parties."
- 1.2 This MSA establishes the legal and commercial framework for managed services, cloud administration, telecommunications, cybersecurity, network management, backup, AI services, professional services, procurement, licensing, hardware, software, consulting, and other services ordered from FDS.
- 1.3 The complete agreement for a particular service consists of this MSA, the applicable Ordering Document, each service-specific Addendum identified in the Ordering Document, and any document expressly incorporated by reference (collectively, the "Agreement").
- 1.4 An "Ordering Document" means a written or electronic order form, quote, statement of work, change order, amendment, or similar document accepted by the Parties that identifies services, products, quantities, pricing, term, or other transaction-specific terms.

2. DEFINITIONS AND INTERPRETATION

- 2.1 "Addendum" means the service-specific terms attached to or incorporated into this MSA governing a particular FDS service offering.
- 2.2 "Authorized Contact" means a person designated by Client whom FDS may reasonably rely upon for instructions, approvals, access requests, purchases, changes, and service-related decisions.
- 2.3 "Client Data" means information, files, credentials, records, configurations, communications, and other data supplied by or on behalf of Client or accessed by FDS in providing Services.
- 2.4 "Covered User," "Covered Device," and "Covered Site" mean a user, endpoint, server, network device, telephone endpoint, tenant, location, or other unit expressly included in an Ordering Document or applicable Addendum.
- 2.5 "Service" means services, products, subscriptions, licenses, professional services, support, and other offerings provided or procured by FDS under an Ordering Document.
- 2.6 "Third-Party Service" means any hardware, software, cloud platform, carrier, internet service, licensing service, application, or product supplied or operated by a party other than FDS.
- 2.7 Headings are for convenience only. "Including" means including without limitation. References to writing include electronic communications and electronic records unless the Agreement expressly requires a signed writing.

3. ORDERING AND DOCUMENT HIERARCHY

- 3.1 Services are ordered only through an Ordering Document accepted by Client and FDS. An Ordering Document may identify one or more Addenda that apply to the Services ordered.
- 3.2 Unless an Ordering Document expressly states otherwise, the following order of precedence applies in the event of a conflict: (a) an executed amendment or change order; (b) the applicable Ordering Document; (c) the applicable service-specific Addendum; (d) this MSA; and (e) any other document incorporated by reference.
- 3.3 Client purchase orders, procurement portals, payment portals, acknowledgements, or other Client forms are administrative conveniences only and do not add to or modify this Agreement unless FDS expressly agrees in a writing signed by an authorized FDS representative.
- 3.4 Execution or electronic acceptance of an Ordering Document that references this MSA constitutes acceptance of this MSA and the Addenda identified in that Ordering Document. Separate signatures on the MSA or Addenda are not required.

4. SERVICES AND SCOPE

- 4.1 FDS will perform the Services described in the applicable Ordering Document and Addendum in a professional and workmanlike manner using commercially reasonable practices.

- 4.2 Services not expressly included are outside scope and may require a separate Ordering Document, change order, or time-and-materials authorization.
- 4.3 FDS may determine the reasonable methods, tools, automation, staffing, sequencing, remote-access methods, subcontractors, and third-party platforms used to deliver the Services, subject to the Agreement.
- 4.4 FDS may decline or suspend a requested action that FDS reasonably believes creates a material security, legal, operational, or safety risk until the Parties establish an acceptable method of proceeding.

5. CLIENT RESPONSIBILITIES

- 5.1 Client will provide timely and lawful access to personnel, facilities, systems, networks, administrative accounts, credentials, vendor portals, documentation, licenses, data, equipment, and other resources reasonably required to provide the Services.
- 5.2 Client will designate at least one Authorized Contact and promptly notify FDS of changes. FDS may rely on instructions from an Authorized Contact unless FDS has actual knowledge that the instruction is unauthorized or unlawful.
- 5.3 Client is responsible for maintaining appropriate electrical power, internet connectivity, environmental conditions, warranties, vendor support, licensing, cyber insurance, internal policies, regulatory compliance, and business continuity arrangements unless expressly included in an Ordering Document.
- 5.4 Client will not knowingly interfere with FDS monitoring, security, management, backup, remote access, or support tools deployed as part of the Services.

6. SUPPORT AND SERVICE LEVELS

- 6.1 Support coverage, support hours, response objectives, escalation procedures, and exclusions are stated in the applicable Addendum or Ordering Document.
- 6.2 Unless expressly stated as a guarantee, service-level metrics are targets for initial response and not guaranteed resolution times. Resolution may depend on Client cooperation, third-party vendors, parts, licensing, internet connectivity, system complexity, and other matters outside FDS control.
- 6.3 Service-level measurements exclude delays caused by Client, Third-Party Services, unsupported systems, force majeure, lack of required access, security containment activity, planned maintenance, or work outside the contracted scope.

7. FEES, BILLING, TAXES, AND PAYMENT

- 7.1 Client will pay the fees stated in each Ordering Document. Recurring Services are billed in advance unless otherwise stated. Projects, products, licenses, usage charges, travel, shipping, taxes, and out-of-scope work may be billed as incurred.
- 7.2 Invoices are due within fifteen (15) days unless the Ordering Document states otherwise. Client will notify FDS promptly of a good-faith invoice dispute and will timely pay all undisputed amounts.
- 7.3 Past-due undisputed amounts may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum lawful rate. FDS may suspend Services for material nonpayment after written notice and five (5) business days to cure, when practicable. Suspension does not waive FDS's right to collect amounts due, recover committed third-party costs, or terminate the affected Ordering Document if the nonpayment remains uncured.
- 7.4 Client is responsible for applicable sales, use, telecommunications, regulatory, excise, and similar taxes and fees, excluding taxes based on FDS net income.
- 7.5 Third-party license, carrier, hardware, shipping, and vendor cost increases may be passed through to Client when incurred. Other recurring fee adjustments will be governed by the applicable Ordering Document or Addendum.

8. TERM, RENEWAL, SUSPENSION, AND TERMINATION

- 8.1 This MSA begins when Client first accepts an Ordering Document referencing it and continues until all Ordering Documents have expired or terminated and all obligations intended to survive have been satisfied.
- 8.2 The initial term and renewal provisions for each Service are stated in its Ordering Document. Unless otherwise stated, termination of one Service does not terminate other Services.
- 8.3 Either Party may terminate an affected Ordering Document for a material breach that remains uncured thirty (30) days after written notice, provided the breach is capable of cure.
- 8.4 FDS may suspend affected Services immediately when reasonably necessary to address a material security threat, unlawful use, misuse of Services, refusal of required security controls, or circumstances creating a substantial risk to FDS, Client, other customers, or third parties.
- 8.5 Upon termination or expiration, Client remains responsible for accrued charges, non-cancelable third-party commitments, approved project work, products ordered, licenses committed, and transition or offboarding services not included in the recurring fee.

8.6 Transition Assistance. Upon expiration or termination of an Ordering Document, FDS may provide reasonable transition assistance, offboarding, data export, documentation transfer, credential transfer, vendor coordination, or successor-provider assistance at FDS's then-current rates unless expressly included in the applicable Ordering Document. FDS is not required to provide transition assistance if Client has unpaid undisputed amounts, if the requested assistance creates a security or legal risk, or if Client fails to provide reasonable access, approvals, or direction.

9. SECURITY, PRIVACY, AND CLIENT DATA

9.1 Each Party will use commercially reasonable administrative, technical, and physical safeguards appropriate to its responsibilities under the Agreement.

9.2 Client retains ownership of Client Data. Client authorizes FDS and its approved service providers to access, process, transmit, store, and otherwise use Client Data as reasonably necessary to provide, secure, support, bill, and administer the Services.

9.3 Client remains responsible for data classification, access permissions, legal bases and consents, retention requirements, regulatory obligations, cyber insurance requirements, user conduct, and approval of security controls unless an Ordering Document expressly assigns a responsibility to FDS.

9.4 No technology provider can guarantee prevention of every cyberattack, outage, data loss, unauthorized access, or service interruption. FDS does not warrant absolute security or uninterrupted operation.

9.5 If the Services require specialized privacy, regulated-data, or security obligations, the Parties may execute a data processing, security, business associate, or other appropriate addendum.

10. THIRD-PARTY PRODUCTS AND SERVICES

10.1 Third-Party Services are subject to the applicable manufacturer, publisher, carrier, cloud provider, distributor, or licensor terms. Client agrees to comply with terms applicable to Third-Party Services used or purchased for Client.

10.2 FDS may procure, resell, configure, administer, or support Third-Party Services, but does not control their availability, roadmaps, pricing, licensing rules, outages, security policies, APIs, end-of-life decisions, or performance.

10.3 Third-Party Services are provided subject to the warranties, if any, offered by the applicable third party. To the maximum extent permitted by law, FDS disclaims independent warranties concerning Third-Party Services.

11. CONFIDENTIAL INFORMATION

11.1 "Confidential Information" means non-public information disclosed by one Party to the other that is designated confidential or that reasonably should be understood to be confidential, including business plans, pricing, credentials, security information, Client Data, technical information, and proprietary materials.

11.2 The receiving Party will use Confidential Information only to perform or exercise rights under the Agreement and will protect it using at least reasonable care. Disclosure may be made to personnel, professional advisors, subcontractors, and service providers who have a need to know and are subject to appropriate confidentiality obligations.

11.3 Confidential Information excludes information that the receiving Party can demonstrate was lawfully known without restriction, independently developed without use of the Confidential Information, lawfully obtained from a third party without duty of confidentiality, or publicly available through no breach of the Agreement.

11.4 A Party may disclose Confidential Information as required by law or valid legal process, subject where legally permitted to reasonable prior notice and cooperation concerning protective measures.

12. INTELLECTUAL PROPERTY

12.1 Each Party retains ownership of its pre-existing intellectual property. FDS retains ownership of its tools, templates, scripts, documentation, automation, configurations, know-how, methodologies, processes, service-delivery materials, and improvements thereto.

12.2 Upon full payment, Client may use deliverables specifically created for Client for its internal business purposes unless an Ordering Document grants broader rights. FDS may reuse generalized skills, ideas, techniques, templates, know-how, and non-Client-specific materials that do not disclose Client Confidential Information.

13. WARRANTIES AND DISCLAIMERS

13.1 FDS warrants that Services will be performed in a professional and workmanlike manner. Client must provide reasonably detailed written notice of an alleged service-performance defect within thirty (30) days after the affected Service is performed. FDS primary obligation for a substantiated breach is commercially reasonable re-performance of the affected Service.

13.2 EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICES AND THIRD-PARTY PRODUCTS ARE PROVIDED WITHOUT OTHER WARRANTIES, EXPRESS OR

IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OPERATION, COMPLETE DATA RECOVERY, OR ACHIEVEMENT OF A PARTICULAR BUSINESS OR SECURITY RESULT.

14. LIMITATION OF LIABILITY

- 14.1** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OR CORRUPTION OF DATA, ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY.
- 14.2** TO THE MAXIMUM EXTENT PERMITTED BY LAW, FDS TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO AN AFFECTED SERVICE WILL NOT EXCEED THE FEES PAID BY CLIENT TO FDS FOR THAT AFFECTED SERVICE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 14.3** The foregoing limitations do not limit Client payment obligations and apply except to the extent a limitation is prohibited by applicable law or expressly modified in an applicable Addendum or signed amendment.

15. INDEMNIFICATION

- 15.1** Each Party will defend and indemnify the other Party from third-party claims to the extent arising from the indemnifying Party's gross negligence, willful misconduct, or violation of applicable law in performing its obligations under the Agreement.
- 15.2** Client will defend and indemnify FDS against third-party claims arising from Client Data, Client instructions, Client misuse of the Services, Client failure to possess required rights or licenses, or Client violation of applicable law.
- 15.3** Indemnification is conditioned on prompt notice of the claim, reasonable cooperation at the indemnifying Party's expense, and the indemnifying Party's control of the defense and settlement, provided no settlement imposes an admission of fault or non-monetary obligation on the indemnified Party without consent.

16. CHANGES AND OUT-OF-SCOPE SERVICES

- 16.1** Changes to scope, quantities, covered users, devices, sites, deliverables, assumptions, schedules, service levels, or pricing may be documented through an Ordering Document, change order, revised quote, amendment, ticket approval, email approval, or other written authorization recognized by the Parties.
- 16.2** FDS is not obligated to perform material out-of-scope work until authorization and applicable pricing are established.

17. NON-SOLICITATION

- 17.1** Neither Party will, during the term of an applicable Ordering Document and for twelve (12) months thereafter, directly solicit for employment any employee or contractor of the other Party who was materially involved in the Services, except through general solicitations not targeted at such personnel. This restriction does not prohibit hiring a person who independently responds to a general advertisement, is referred by a third party without targeted solicitation, or contacts the hiring Party without prior solicitation.

18. DISPUTE RESOLUTION; GOVERNING LAW

- 18.1** Before filing a lawsuit concerning a commercial dispute, the Parties will first attempt in good faith to resolve the matter through business representatives with authority to settle, except where immediate injunctive or other equitable relief is reasonably necessary.
- 18.2** This Agreement is governed by the laws of the State of North Carolina, without regard to conflict-of-laws principles.
- 18.3** Subject to any written agreement to arbitrate or mediate, the Parties consent to jurisdiction and venue in the state or federal courts having jurisdiction in Cumberland County, North Carolina.

19. GENERAL TERMS

- 19.1** Attorneys' Fees. In any action or proceeding arising from or relating to the Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees, costs, and expenses to the extent permitted by applicable law. For clarity, FDS may recover reasonable collection costs and attorneys' fees incurred to collect undisputed past-due amounts.
- 19.2** Force Majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, except that force majeure does not excuse amounts already due for Services or products already provided or committed.

- 19.3 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor in connection with a merger, reorganization, acquisition, or sale of substantially all relevant assets, provided the successor assumes the assigning Party's obligations.
- 19.4 Independent Contractors.** The Parties are independent contractors. The Agreement does not create a partnership, fiduciary relationship, employment relationship, franchise, joint venture, or agency.
- 19.5 Notices.** Formal legal notices to FDS must be delivered to Future Data Systems, Inc., 2017 Hope Mills Road, Fayetteville, North Carolina 28304, with a copy by email to orders@fdstech.com. Formal legal notices to Client must be delivered to the notice address, notice email address, or notice contact stated in the applicable Ordering Document. Notices may be delivered by confirmed electronic delivery, nationally recognized overnight courier, certified mail, or any other method expressly permitted in the applicable Ordering Document.
- 19.6 Severability and Waiver.** If a provision is unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions will remain effective. A waiver must be in writing and applies only to the specific matter waived.
- 19.7 Entire Agreement.** The Agreement is the entire agreement concerning its subject matter and supersedes prior or contemporaneous proposals, representations, discussions, or understandings concerning that subject matter.
- 19.8 Electronic Acceptance and Counterparts.** Ordering Documents and amendments may be executed electronically and in counterparts, each of which will be treated as an original and together constitute one instrument.
- 19.9 Survival.** Provisions concerning payment, confidentiality, intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, and provisions that by their nature are intended to survive will survive expiration or termination.