TEZLA GROUP

MASTER SERVICES AGREEMENT

INTRODUCTION

This Master Services Agreement ("Agreement") is entered into between Tezla Consulting Group, Inc. ("Tezla") and the client identified in the applicable Service Order ("Client").

The purpose of this Agreement is to establish the general terms and conditions under which Tezla may provide technology services, managed services, consulting services, project services, cloud services, licensing services, security services, and other related services to Client.

This Agreement is intended to define the rights, responsibilities, obligations, limitations, and expectations of both parties while providing a flexible framework under which one or more Service Orders, Service Schedules, Statements of Work, Quotes, Proposals, or other service documents may be executed.

Technology environments, business requirements, security threats, regulatory requirements, vendor offerings, and operational needs change over time. Accordingly, the parties acknowledge that Services may evolve throughout the relationship and that this Agreement is intended to provide a durable framework capable of accommodating such changes without requiring replacement of the Agreement.

By executing a Service Order or accepting Services provided under this Agreement, Client agrees to be bound by the terms and conditions contained herein.

SECTION 1 – DEFINITIONS

1.1 Agreement

"Agreement" means this Master Services Agreement together with all applicable Service Orders, Service Schedules, Statements of Work, Quotes, Proposals, Amendments, Appendices, and other documents incorporated by reference.

1.2 Authorized Representative

"Authorized Representative" means any individual designated by Client to request Services, approve work, authorize purchases, approve projects, approve changes, or otherwise act on behalf of Client.

1.3 Client

"Client" means the individual, organization, company, entity, or business identified in the applicable Service Order.

1.4 Covered Asset

"Covered Asset" means a device, system, workstation, server, network appliance, cloud resource, virtual machine, or other technology asset designated as covered under a Service Order.

1.5 Covered User

"Covered User" means an individual user, employee, contractor, or other person designated as covered under a Service Order.

1.6 Managed Services

"Managed Services" means recurring services provided by Tezla pursuant to a Service Plan, including monitoring, maintenance, support, administration, security services, and other recurring technology services.

1.7 Operational Administration

"Operational Administration" means routine activities associated with the normal operation of Client's existing technology environment, including user onboarding, user offboarding, account administration, routine configuration changes, device replacement, and similar activities that do not materially alter the environment.

1.8 Project Services

"Project Services" means services that create, expand, redesign, migrate, replace, materially modify, implement, or substantially enhance technology systems, infrastructure, applications, security controls, locations, business functionality, or operational capabilities.

Project Services may include substantial deployments, business expansions, acquisitions, migrations, infrastructure implementations, office openings, technology redesigns, and similar activities as determined by Tezla in its reasonable professional judgment.

1.9 Service Order

"Service Order" means a written document identifying Services, quantities, pricing, billing units, service terms, contract terms, add-on services, or other commercial terms applicable to Client.

1.10 Service Schedule

"Service Schedule" means a document describing a specific category of Services, including Managed Services, Microsoft 365 Services, Hosted Services, Security Services, or other service categories.

1.11 Supported Systems

"Supported Systems" means hardware, software, operating systems, cloud services, and related technologies that satisfy Tezla's supportability requirements as described in the applicable Service Schedule or Supportability Matrix.

1.12 Non-Supportable Systems

"Non-Supportable Systems" means systems which, in Tezla's reasonable professional judgment, no longer perform reliably, materially impair service delivery, create unreasonable support burdens, create unreasonable security risks, or otherwise fall below generally accepted standards for continued operational use.

1.13 Term

"Term" means the period during which Services are provided pursuant to this Agreement and the applicable Service Order.

SECTION 2 – TERM, RENEWAL, SERVICE ORDERS, BILLING, AND PAYMENT

2.1 Initial Term

The applicable Service Order shall specify the Initial Term of Services.

Unless otherwise specified in the applicable Service Order, Services shall be provided pursuant to either:

(a) a twelve (12) month Initial Term; or

(b) a thirty-six (36) month Initial Term.

Month-to-month arrangements may be offered by Tezla at its discretion and shall be identified in the applicable Service Order.

2.2 Automatic Renewal

Upon expiration of the Initial Term, the Agreement and applicable Service Order shall automatically renew for successive one (1) year renewal terms unless either party provides written notice of non-renewal not less than thirty (30) days prior to the expiration of the then-current Term.

2.3 Service Orders

Services shall be described in one or more Service Orders executed by the parties.

Each Service Order may specify:

(a) Service Plans;

(b) Covered Assets;

(c) Covered Users;

(d) Billing Units;

(e) Service Quantities;

(f) Add-On Services;

(g) Contract Term;

(h) Pricing;

(i) Special Conditions; and

(j) Other applicable commercial terms.

In the event of a conflict between this Agreement and a Service Order, the Service Order shall control only with respect to the specific commercial terms expressly addressed therein.

2.4 Service Modifications

Service Orders may be modified from time to time by mutual agreement of the parties.

Such modifications may include additions, removals, upgrades, downgrades, quantity adjustments, service changes, pricing changes, or other modifications.

2.5 Quantity Adjustments

Covered Assets, Covered Users, licenses, subscriptions, service quantities, and other billing units may increase or decrease throughout the course of the relationship.

Unless otherwise specified in a Service Order, quantity adjustments may be reflected in subsequent invoices without requiring amendment of this Agreement.

2.6 Fees and Charges

Client shall pay all fees, charges, recurring service fees, project fees, licensing fees, subscription fees, travel fees, and other amounts identified in the applicable Service Order, Statement of Work, Quote, Proposal, Invoice, or other approved service document.

2.7 Invoicing

Unless otherwise specified in a Service Order, recurring services shall be invoiced monthly in advance.

Project services, consulting services, licensing services, hardware purchases, software purchases, and other services may be invoiced in advance, upon completion, according to project milestones, or pursuant to other billing arrangements established by Tezla.

2.8 Payment Terms

Unless otherwise specified in writing, all invoices are due upon receipt and shall be considered delinquent if not paid within thirty (30) days of the invoice date.

2.9 Price Adjustments

CPI-Linked Adjustments Without Notice. Tezla may implement an annual increase to pricing, rates, recurring charges, service fees, plan pricing, and labor rates without prior notice to Client, provided that the increase does not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average,

as published by the U.S. Bureau of Labor Statistics, over the trailing twelve (12) months preceding the effective date of the increase, and does not exceed seven percent (7%) in any case.

Limitation on Frequency. Tezla shall not implement more than one adjustment under this provision in any rolling twelve (12) month period, and the cumulative amount of adjustments made under this provision shall not exceed seven percent (7%) in any rolling twelve (12) month period.

Standard Price Adjustments. Any adjustment to pricing, rates, recurring charges, service fees, plan pricing, or labor rates that exceeds the limitations described above, or that is not based upon CPI-U, shall require not less than thirty (30) days prior written notice to Client.

Client consent shall not be required for any adjustment made in accordance with this Section 2.9.

2.10 Vendor Pricing Changes

Pricing associated with third-party products, licensing, subscriptions, cloud services, software, hardware, telecommunications services, security services, or vendor-provided offerings may be adjusted to reflect changes imposed by manufacturers, vendors, distributors, service providers, or licensors.

Such adjustments may become effective upon the next applicable billing cycle.

2.11 No Guaranteed Price Protection

Unless expressly stated otherwise in a Service Order, the existence of a multi-year contract term shall not constitute a guarantee of fixed pricing.

2.12 Non-Payment

Any invoice not paid within thirty (30) days of the invoice date may be considered delinquent.

Tezla may suspend, limit, restrict, or terminate Services if Client fails to timely pay amounts due under this Agreement.

Tezla shall not be responsible for losses, damages, downtime, interruptions, security incidents, business disruptions, data loss, productivity loss, or other consequences resulting from suspension of Services caused by Client's non-payment.

2.13 Collection Costs

Client shall be responsible for reasonable costs incurred by Tezla in collecting delinquent amounts, including collection costs, court costs, attorney fees, and other expenses permitted by applicable law.

SECTION 3 – MANAGED SERVICES AND SERVICE DELIVERY

3.1 Service Plans

Managed Services shall be provided pursuant to one or more Service Plans identified in the applicable Service Order.

Available Service Plans may include:

(a) MSSA Basic;

(b) MSSA Plus;

(c) MSSA Premium; and

(d) Other service plans established by Tezla.

3.2 Service Schedules

Specific service inclusions, exclusions, service levels, supportability requirements, support availability, security services, billing units, and other service details shall be described in the applicable Service Schedule.

3.3 Operational Administration

Routine activities associated with the ongoing operation of Client's technology environment shall be considered Operational Administration.

Examples may include:

(a) User onboarding;

(b) User offboarding;

(c) Account administration;

(d) Password resets;

(e) Mailbox administration;

(f) Device replacement;

(g) Routine configuration changes; and

(h) Similar recurring operational activities.

Operational Administration shall be included, excluded, or billed according to the applicable Service Plan.

3.4 Project Services

Activities involving substantial deployments, business expansions, infrastructure redesigns, acquisitions, migrations, office openings, major technology implementations, significant operational changes, or other material changes in scope may be classified as Project Services.

Project Services are generally excluded from recurring Managed Services unless expressly identified otherwise in a Service Order.

3.5 Professional Judgment

Client acknowledges that the classification of work as Operational Administration or Project Services may require professional judgment based upon scope, complexity, business impact, resource requirements, risk, and other operational factors.

3.6 Procurement Assistance

Tezla may assist Client with the recommendation, sourcing, procurement, acquisition, delivery, deployment, replacement, and lifecycle management of hardware, software, licensing, subscriptions, cloud services, and related technology products.

Compensation for such assistance may be derived through product pricing, project fees, labor charges, recurring service fees, vendor programs, or other commercially reasonable arrangements.

3.7 Advisory Services

Routine technology planning, technology guidance, budgeting discussions, infrastructure recommendations, lifecycle planning, and similar advisory services shall be considered part of the ongoing relationship between the parties.

Strategic consulting, acquisition planning, major expansion planning, business transformation initiatives, compliance projects, and similar substantial consulting engagements may be separately billed as consulting or project services.

3.8 Standard Support Hours

Unless otherwise specified in a Service Order, Standard Support Hours shall be:

(a) Monday through Friday;

(b) 7:00 AM through 7:00 PM local time; and

(c) Excluding observed holidays.

3.9 Extended Support Coverage

Extended Support Coverage is an optional add-on service that may be purchased by eligible Clients as described in Appendix C.

3.10 Service Delivery Methods

Services may be delivered remotely, on-site, through automated systems, through third-party providers, through cloud platforms, or through any combination of such methods as reasonably determined by Tezla.

3.11 Travel and Out-of-Area Services

Services performed outside Tezla's normal service area may be subject to additional charges, travel fees, project fees, minimum billing commitments, or other service requirements.

Applicable travel policies are described in the applicable Service Schedule and Service Order.

3.12 No Guarantee of Specific Outcomes

Tezla shall perform Services in a professional and commercially reasonable manner; however, Tezla does not guarantee any particular business outcome, financial result, operational result, security outcome, compliance outcome, or other specific result arising from the use of Services.

SECTION 4 – SUPPORTABILITY, MONITORING, AND SECURITY SERVICES

4.1 Supportability Requirements

Client acknowledges that the effectiveness, efficiency, security, and reliability of Services depend upon the condition and supportability of the technology environment.

Covered Assets must satisfy Tezla's supportability requirements in order to receive full service coverage.

4.2 Supported Systems

Supported Systems are systems that satisfy the supportability requirements described in Appendix A and applicable Service Schedules.

4.3 Limited Support and Unsupported Systems

Certain systems may qualify for limited support, while others may be classified as unsupported or non-supportable.

Applicable classifications shall be governed by Appendix A.

4.4 Monitoring Services

Tezla may utilize monitoring systems, remote management platforms, security tools, automation systems, alerting systems, and related technologies to assist in the delivery of Services.

4.5 Automated Systems

Client acknowledges that portions of the Services may be delivered through automated systems, software agents, scripts, workflows, artificial intelligence tools, machine learning tools, or other technologies.

4.6 Monitoring Limitations

Monitoring systems are intended to reduce risk and improve operational awareness but do not guarantee detection of all failures, outages, vulnerabilities, security incidents, performance issues, configuration issues, or other conditions.

4.7 Patch Management

Where included within the applicable Service Plan, Tezla may provide patch management services for Covered Assets.

Patch management services may include operating system updates, security updates, firmware updates, vendor updates, and other updates deemed appropriate by Tezla.

4.8 Patch Deployment Limitations

Patch deployment may be delayed, interrupted, prevented, or adversely affected by device availability, connectivity issues, software conflicts, hardware failures, vendor issues, user actions, or other technical conditions.

4.9 Security Services

Where included within the applicable Service Plan or Service Order, Tezla may provide security-related services including:

(a) Endpoint protection;

(b) Email security;

(c) Multi-factor authentication;

(d) Backup services;

(e) Security monitoring; and

(f) Other security-related services.

4.10 Security Is Risk Reduction

Client acknowledges that security services are intended to reduce risk and improve security posture.

No security service, product, process, technology, control, policy, recommendation, monitoring system, or security program can eliminate all risks.

4.11 No Guarantee Against Security Incidents

Tezla does not guarantee prevention of cybersecurity incidents, unauthorized access, data breaches, malware infections, ransomware events, social engineering attacks, business email compromise, insider threats, or other security events.

4.12 Backup and Recovery Services

Where included within the applicable Service Plan, Tezla may provide backup and recovery services intended to reduce the risk of data loss.

4.13 No Guarantee of Recoverability

Client acknowledges that no backup system can guarantee successful preservation, integrity, completeness, availability, recoverability, or restoration of all data under all circumstances.

4.14 Recovery Testing

Unless expressly included within a Service Plan, Service Order, or other written agreement, recovery testing, disaster recovery exercises, and business continuity exercises may constitute separate billable services.

4.15 – Excluded Assets

Client may request that specific computers, servers, mobile devices, virtual machines, network equipment, or other technology assets be excluded from Managed Services or other recurring service offerings. Any such device shall be considered an **Excluded Asset** and shall not be monitored, maintained, patched, secured, backed up, or otherwise managed by Tezla except as expressly stated in the applicable Service Order.

Client acknowledges that Excluded Assets may create operational, security, compliance, and support risks for the overall technology environment. Because Excluded Assets may interact with managed systems, Tezla cannot guarantee the security, stability, performance, or integrity of the overall environment to the extent those risks arise from or are materially affected by Excluded Assets.

Tezla shall not be responsible for service interruptions, security incidents, malware infections, unauthorized access, data loss, performance degradation, compliance deficiencies, or other damages arising from or materially contributed to by Excluded Assets or their interaction with managed systems.

If Tezla reasonably determines that an Excluded Asset presents a significant operational or cybersecurity risk to the managed environment, Tezla may recommend remediation, require that the asset be brought under management, isolate the asset from the managed environment, or decline to provide certain services until the identified risk has been addressed.

SECTION 5 – CLIENT RESPONSIBILITIES

5.1 Client Cooperation

Client agrees to provide reasonable cooperation necessary for the delivery of Services.

5.2 Access Requirements

Client shall provide reasonable access to facilities, systems, devices, networks, accounts, documentation, and information reasonably necessary for service delivery.

5.3 Accurate Information

Client shall provide information that is accurate, complete, and reasonably current.

5.4 Timely Responses

Client shall provide timely responses to requests for information, approvals, authorizations, access, credentials, and other service-related matters.

5.5 Designated Contacts

Client shall maintain one or more designated contacts capable of communicating with Tezla regarding service-related matters.

5.6 Authorized Representatives

Client may designate one or more Authorized Representatives authorized to request Services, approve work, authorize purchases, approve projects, request changes, and otherwise act on Client's behalf.

5.7 Reliance Upon Instructions

Unless otherwise notified in writing, Tezla may reasonably rely upon instructions, approvals, requests, communications, and authorizations received from Authorized Representatives.

5.8 Remote Access Authorization

Client authorizes Tezla to access Covered Assets, Covered Systems, Covered Accounts, and related technology resources remotely and on-site as reasonably necessary for service delivery.

5.9 Recommendations

Tezla may periodically provide recommendations relating to security, reliability, performance, business continuity, compliance, infrastructure, hardware replacement, software upgrades, and other technology matters.

5.10 Client Authority

Client retains sole authority regarding whether recommendations are accepted, delayed, modified, partially implemented, or declined.

5.11 Risk Acceptance

Client acknowledges that declining, delaying, modifying, or partially implementing recommendations may increase operational, security, compliance, financial, business continuity, reliability, performance, or other risks.

5.12 Responsibility for Client Decisions

Tezla shall not be responsible for outcomes directly attributable to recommendations that were declined, delayed, modified, partially implemented, or not implemented by Client.

5.13 Disclosure of Material Changes

Client shall notify Tezla of material changes that may affect Services, including business acquisitions, new locations, significant staffing changes, regulatory requirements, major technology initiatives, and other changes that may reasonably impact service delivery.

SECTION 6 – DATA OWNERSHIP AND INTELLECTUAL PROPERTY

6.1 Client Data Ownership

Client retains ownership of its data, files, email, databases, documents, records, configurations, intellectual property, business information, and other information created, maintained, stored, transmitted, or processed within Client's environment.

6.2 No Transfer of Ownership

Nothing in this Agreement shall be construed as transferring ownership of Client Data to Tezla.

6.3 Tezla Intellectual Property

Tezla retains ownership of:

(a) Internal methodologies;

(b) Service frameworks;

(c) Templates;

(d) Documentation standards;

(e) Internal tools;

(f) Processes;

(g) Procedures;

(h) Workflows; and

(i) Other proprietary materials utilized in the delivery of Services.

6.4 Service Documentation

Documentation created specifically for Client's environment during the course of Services may be utilized by Client for the operation, maintenance, administration, and support of Client's systems.

6.5 Hosted and Cloud Environments

Where Tezla provides hosted infrastructure, cloud platforms, proprietary systems, shared environments, or custom-developed service platforms, ownership of the underlying platform, infrastructure, architecture, and service delivery systems shall remain with Tezla unless otherwise expressly stated in writing.

Client shall retain ownership of its data residing within such environments.

6.6 Transition Rights

Upon termination of Services and payment of all outstanding balances, Client shall be entitled to reasonable access to Client-owned information necessary to facilitate an orderly transition.

6.7 Survival

The ownership provisions of this Section shall survive termination of this Agreement.

SECTION 7 – THIRD-PARTY VENDORS AND DEPENDENCIES

7.1 Third-Party Products and Services

Services may depend upon products, services, software, hardware, licensing, telecommunications services, cloud services, internet services, hosting services, manufacturers, vendors, licensors, distributors, and other third-party providers.

7.2 No Control Over Third Parties

Client acknowledges that Tezla does not control the actions, policies, business decisions, service quality, staffing, availability, security practices, pricing, product development decisions, support processes, or operational decisions of third-party providers.

7.3 Vendor Limitations

Tezla shall not be responsible for delays, outages, defects, vulnerabilities, security incidents, performance issues, service interruptions, product limitations, licensing restrictions, discontinued products, unsupported products, or other issues attributable to third-party providers.

7.4 Vendor Coordination

Where reasonably necessary, Tezla may coordinate with third-party providers on behalf of Client.

Such coordination does not create responsibility for the performance of the third-party provider.

7.5 Vendor Requirements

Certain third-party providers may establish hardware requirements, software requirements, security requirements, licensing requirements, configuration requirements, operational requirements, or support requirements.

Tezla may recommend compliance with such requirements but shall not be responsible for requirements established by third parties.

7.6 Telecommunications and Internet Services

Tezla shall not be responsible for failures, interruptions, limitations, outages, degraded performance, bandwidth limitations, latency issues, routing issues, carrier issues, or other conditions arising from telecommunications providers, internet service providers, wireless carriers, or similar services.

7.7 Product Availability

Manufacturers and vendors may discontinue products, modify licensing models, alter functionality, change pricing, change support policies, or otherwise modify offerings without notice to Tezla.

Client acknowledges that such changes are beyond Tezla's reasonable control.

7.8 Vendor Pass-Through Costs

Costs imposed by third-party providers may be passed through to Client in accordance with this Agreement and applicable Service Orders.

SECTION 8 – COMPLIANCE AND REGULATORY MATTERS

8.1 Client Responsibility for Compliance Programs

Unless expressly stated otherwise in a Service Order, Tezla is not engaged as Client's compliance officer, legal counsel, auditor, regulatory advisor, or governing compliance authority.

Client remains responsible for establishing, maintaining, and managing its overall compliance program.

8.2 Disclosure of Regulatory Requirements

Client shall notify Tezla of any regulatory, contractual, industry-specific, legal, security, privacy, or compliance requirements applicable to Client's environment.

Examples may include:

(a) HIPAA;

(b) HITECH;

(c) PCI-DSS;

(d) CMMC;

(e) NIST;

(f) SOX;

(g) CJIS; and

(h) Other regulatory or contractual frameworks.

8.3 Implementation Assistance

Where agreed upon in writing, Tezla may assist with implementing technical controls intended to support compliance efforts.

8.4 No Compliance Guarantee

Implementation of technical controls, security services, monitoring systems, documentation, policies, procedures, recommendations, or other services shall not constitute a guarantee of regulatory compliance, certification, audit success, accreditation, legal compliance, or contractual compliance.

8.5 Client Responsibilities

Client remains responsible for:

(a) Policies;

(b) Procedures;

(c) Employee training;

(d) Internal governance;

(e) Risk management;

(f) Regulatory reporting;

(g) Legal obligations; and

(h) Compliance program oversight.

8.6 Changes in Requirements

Regulatory requirements, contractual obligations, industry standards, certification requirements, and security frameworks may change over time.

Client remains responsible for informing Tezla of changes that may impact Services.

8.7 Audit Participation

Unless otherwise agreed in writing, audit preparation, audit participation, evidence gathering, compliance reporting, questionnaire completion, certification assistance, and similar activities may constitute separate billable services.

8.8 Cooperation With Compliance Efforts

Tezla shall reasonably cooperate with Client's compliance efforts to the extent such cooperation falls within the scope of Services purchased by Client.

SECTION 9 – SERVICE LIMITATIONS AND RIGHT TO DECLINE SERVICES

9.1 Right to Decline Services

Tezla may decline requested Services where, in Tezla's reasonable professional judgment:

(a) The requested work exceeds Tezla's capabilities;

(b) The requested work creates unreasonable operational, financial, legal, safety, or business risk;

(c) The requested work involves unsupported or non-supportable systems;

(d) The requested work would violate applicable law;

(e) The requested work would violate contractual obligations owed to third parties;

(f) The requested work would require unreasonable resource commitments; or

(g) The requested work would otherwise be inappropriate for Tezla to perform.

9.2 Unsafe Conditions

Tezla may refuse or discontinue Services where working conditions are unsafe, hazardous, unhealthy, threatening, abusive, or otherwise unsuitable for personnel.

9.3 Professional Judgment

Nothing in this Agreement shall require Tezla to perform work that Tezla reasonably believes may cause material harm to Client, Tezla, third parties, or technology systems.

9.4 Suspension of Services

Tezla may suspend, restrict, or limit Services where:

(a) Client materially breaches this Agreement;

(b) Client fails to satisfy payment obligations;

(c) Continued Services would create unreasonable risk;

(d) Required access is unavailable;

(e) Client refuses necessary cooperation; or

(f) Circumstances exist that materially impair service delivery.

9.5 Communication of Decisions

Where reasonably practicable, Tezla shall communicate the reasons for declining, limiting, restricting, or suspending Services.

9.6 No Obligation to Accept Future Work

Nothing in this Agreement shall obligate Tezla to accept future projects, Statements of Work, Service Orders, consulting engagements, procurement requests, or other requests for Services.

SECTION 10 – TRANSITION ASSISTANCE AND TERMINATION

10.1 Transition Assistance

Upon termination or expiration of Services, and provided all outstanding balances have been paid in full, Tezla shall make reasonable efforts to facilitate an orderly transition of Services.

10.2 Scope of Transition Assistance

Transition assistance may include:

(a) Transfer of documentation;

(b) Credential transfer;

(c) Coordination meetings;

(d) Information sharing;

(e) Reasonable technical assistance; and

(f) Other activities reasonably necessary to facilitate transition.

10.3 Additional Transition Services

Transition activities exceeding routine cooperation may constitute billable services.

Examples may include:

(a) Extended transition projects;

(b) Complex migrations;

(c) Data exports;

(d) Infrastructure redesigns;

(e) Extended consulting efforts; and

(f) Other substantial transition activities.

10.4 Successor Providers

Client may designate successor providers to receive information reasonably necessary to continue operation of Client's environment.

10.5 Outstanding Balances

Tezla shall not be obligated to provide transition assistance, release documentation, transfer credentials under Tezla's control, or perform transition activities while material outstanding balances remain unpaid.

10.6 No Guarantee of Transition Outcome

Tezla shall not be responsible for the performance, actions, decisions, errors, omissions, or capabilities of successor providers.

10.7 Termination for Cause

Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice.

10.8 Termination for Non-Payment

Tezla may terminate this Agreement and any applicable Service Orders if Client fails to satisfy payment obligations as described elsewhere in this Agreement.

10.9 Termination for Operational Reasons

Tezla may terminate Services upon written notice where continued service delivery becomes commercially impractical, operationally unreasonable, legally prohibited, unsafe, or otherwise inappropriate.

10.10 Effect of Termination

Upon termination:

(a) Client shall immediately pay all outstanding amounts due;

(b) Access to Services may be discontinued;

(c) Recurring service obligations shall cease except as otherwise provided herein;

(d) Transition assistance shall be governed by this Section; and

(e) Any rights or obligations intended to survive termination shall remain in effect.

10.11 Client Data

Subject to payment of outstanding balances, Client shall retain ownership of Client Data and shall be entitled to reasonable access necessary to facilitate transition.

10.12 Survival

The following provisions shall survive termination:

(a) Payment obligations;

(b) Limitation of liability;

(c) Data ownership provisions;

(d) Intellectual property provisions;

(e) Indemnification obligations;

(f) Confidentiality obligations;

(g) Transition-related obligations; and

(h) Any provisions which by their nature are intended to survive termination.

10.13 No Waiver

Termination of this Agreement shall not waive any rights, remedies, claims, defenses, or obligations arising prior to the effective date of termination.

SECTION 11 – LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1 No Indirect Damages

To the fullest extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, punitive, or speculative damages arising out of or relating to this Agreement.

11.2 Examples of Excluded Damages

Excluded damages may include, but are not limited to:

(a) Loss of revenue;

(b) Loss of profits;

(c) Loss of business opportunity;

(d) Loss of goodwill;

(e) Loss of anticipated savings;

(f) Loss of productivity;

(g) Loss of use;

(h) Loss of data; and

(i) Business interruption.

This exclusion shall apply regardless of the legal theory asserted and regardless of whether such damages were foreseeable.

11.3 Aggregate Liability Cap

Except for claims arising from gross negligence, willful misconduct, fraud, or obligations that cannot legally be limited, the aggregate liability of Tezla arising out of or relating to this Agreement shall not exceed the total amount of fees paid by Client to Tezla during the twelve (12) months immediately preceding the event giving rise to the claim.

11.4 Multiple Claims

Multiple claims arising from the same event, related events, continuing events, or substantially similar circumstances shall be treated as a single claim for purposes of calculating liability limitations.

11.5 Allocation of Risk

The parties acknowledge that the fees charged under this Agreement reflect the allocation of risk between the parties and that the liability limitations contained herein are a material part of the parties' agreement.

11.6 No Guarantee of Outcomes

Tezla does not guarantee:

(a) Continuous operation of systems;

(b) Continuous availability of services;

(c) Security outcomes;

(d) Regulatory compliance;

(e) Business continuity;

(f) Financial outcomes;

(g) Operational outcomes; or

(h) Specific business results.

11.7 Client Indemnification

Client shall defend, indemnify, and hold harmless Tezla and its officers, owners, employees, contractors, agents, successors, and assigns from and against claims, damages, liabilities, losses, judgments, settlements, penalties, costs, and expenses arising from:

(a) Client's breach of this Agreement;

(b) Client's violation of law;

(c) Client's misuse of Services;

(d) Client's negligence;

(e) Client-provided content, data, materials, or instructions; and

(f) Client's failure to satisfy regulatory, legal, contractual, or compliance obligations.

11.8 Third-Party Claims

Client shall indemnify Tezla against third-party claims arising from Client's business operations, business decisions, data, activities, products, services, employees, contractors, customers, vendors, or other business relationships except to the extent caused by Tezla's gross negligence or willful misconduct.

11.9 Tezla Indemnification

Tezla shall defend, indemnify, and hold harmless Client from third-party claims directly arising from Tezla's gross negligence, willful misconduct, or violation of applicable law.

11.10 Indemnification Procedures

A party seeking indemnification shall:

(a) Promptly notify the other party of the claim;

(b) Provide reasonable cooperation in the defense of the claim; and

(c) Permit the indemnifying party to control the defense and settlement of the claim, provided that no settlement imposing material obligations upon the indemnified party may be entered without consent.

11.11 Survival

The indemnification obligations contained in this Section shall survive termination of this Agreement.

SECTION 12 – FORCE MAJEURE AND CONFIDENTIALITY

12.1 Force Majeure Events

Neither party shall be liable for delays, interruptions, failures, or inability to perform resulting from circumstances beyond its reasonable control.

Such events may include:

(a) Natural disasters;

(b) Hurricanes;

(c) Floods;

(d) Fires;

(e) Severe weather;

(f) Epidemics;

(g) Pandemics;

(h) War;

(i) Terrorism;

(j) Civil unrest;

(k) Government actions;

(l) Labor disputes;

(m) Utility failures;

(n) Internet outages;

(o) Telecommunications failures;

(p) Transportation disruptions;

(q) Supply chain interruptions; and

(r) Other events beyond the affected party's reasonable control.

12.2 Suspension of Performance

The affected party's obligations shall be suspended for the duration of the Force Majeure Event to the extent performance is prevented or materially impaired.

12.3 Reasonable Efforts

The affected party shall make commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable.

12.4 No Waiver of Payment Obligations

Force Majeure Events shall not relieve Client of payment obligations for Services already delivered, products already provided, licenses already procured, subscriptions already committed, or other amounts already incurred.

12.5 Extended Force Majeure Events

If a Force Majeure Event continues for a period exceeding ninety (90) consecutive days and materially prevents performance, either party may terminate the affected Services upon written notice to the other party.

12.6 Confidential Information

During the course of the relationship, either party may disclose information that is confidential, proprietary, sensitive, non-public, or otherwise protected from disclosure ("Confidential Information").

Confidential Information may include:

(a) Business records;

(b) Financial information;

(c) Client information;

(d) Technical information;

(e) Network information;

(f) Security information;

(g) Credentials;

(h) Trade secrets;

(i) Intellectual property; and

(j) Other non-public information.

12.7 Protection of Confidential Information

Each party agrees to exercise reasonable care to protect the Confidential Information of the other party and to use such information only for purposes related to the performance of this Agreement.

12.8 Permitted Disclosures

Confidential Information may be disclosed:

(a) To employees, contractors, advisors, attorneys, accountants, auditors, and consultants with a legitimate business need to know;

(b) Where required by law, court order, subpoena, or governmental authority;

(c) With the prior written consent of the disclosing party; or

(d) As otherwise permitted under this Agreement.

12.9 Exclusions

Confidential Information shall not include information that:

(a) Is publicly available through no fault of the receiving party;

(b) Was lawfully known by the receiving party prior to disclosure;

(c) Is independently developed without use of Confidential Information; or

(d) Is lawfully obtained from a third party without confidentiality restrictions.

12.10 Credentials and Security Information

Both parties acknowledge that credentials, passwords, security configurations, encryption information, authentication mechanisms, and similar security-related information require heightened protection and shall be treated as Confidential Information.

12.11 Survival

The confidentiality obligations contained herein shall survive termination of this Agreement for a period of five (5) years, except that trade secrets and similarly protected information shall remain protected for so long as permitted by applicable law.

SECTION 13 – DISPUTE RESOLUTION AND GOVERNING LAW

13.1 Good Faith Resolution

Prior to initiating litigation, the parties agree to make reasonable efforts to resolve disputes through good-faith discussions between authorized representatives.

13.2 Escalation

If a dispute cannot be resolved through routine communications, either party may request escalation of the matter to senior management representatives for further discussion.

13.3 Preservation of Rights

Nothing in this Section shall prevent either party from seeking immediate injunctive relief, temporary restraining orders, emergency equitable relief, or other remedies necessary to protect rights, property, Confidential Information, or security interests.

13.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to conflict of law principles.

13.5 Venue

The parties agree that any legal action, proceeding, claim, dispute, or controversy arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Talbot County, Maryland, or, where jurisdiction is required, in the appropriate federal court having jurisdiction over Talbot County, Maryland.

Each party irrevocably submits to the jurisdiction of such courts and waives any objection based upon improper venue, forum non conveniens, or similar doctrines.

The parties acknowledge that Talbot County, Maryland serves as a mutually convenient venue for resolution of disputes arising under this Agreement.

13.6 Attorneys' Fees

In any action arising solely from Client's failure to pay amounts due under this Agreement, Tezla shall be entitled to recover reasonable collection costs, court costs, and attorney fees incurred in collecting such amounts.

Except as expressly provided in this Section, each party shall bear its own attorney fees and litigation expenses.

13.7 Continued Performance

During the resolution of any dispute, both parties shall continue to perform their obligations under this Agreement to the extent reasonably practicable.

SECTION 14 – GENERAL PROVISIONS

14.1 Entire Agreement

This Agreement, together with all Service Orders, Service Schedules, Statements of Work, Appendices, amendments, and incorporated documents, constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior discussions, representations, proposals, understandings, and agreements.

14.2 Amendments

Except as otherwise provided herein, amendments to this Agreement shall be in writing and executed by both parties.

14.3 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

14.4 Assignment

Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, either party may assign this Agreement in connection with a merger, acquisition, reorganization, sale of substantially all assets, or similar corporate transaction.

14.5 Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that provision or any other provision.

14.6 Independent Contractors

The parties are independent contractors.

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency relationship, fiduciary relationship, employment relationship, or similar arrangement between the parties.

14.7 Notices

Notices required under this Agreement shall be delivered by:

(a) Personal delivery;

(b) Certified mail;

(c) National overnight courier;

(d) Electronic mail; or

(e) Other commercially reasonable delivery methods.

Notices shall be deemed effective upon receipt.

14.8 Electronic Signatures

Electronic signatures, digital signatures, electronic acceptance, electronic approvals, and electronically executed documents shall be deemed valid and enforceable to the fullest extent permitted by applicable law.

14.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

14.10 Interpretation

The parties acknowledge that this Agreement has been negotiated by sophisticated business parties.

No provision shall be interpreted against either party solely because that party drafted or proposed the provision.

14.11 Headings

Section titles, headings, captions, and numbering are included for convenience only and shall not affect interpretation of this Agreement.

14.12 Survival

Any provision which by its nature is intended to survive termination, expiration, or completion of this Agreement shall survive accordingly.

14.13 Authority

Each party represents that the individual executing this Agreement possesses full authority to bind the party on whose behalf the Agreement is executed.

SECTION 15 – INCORPORATED SCHEDULES AND APPENDICES

15.1 Incorporated Documents

The following documents are incorporated into and made part of this Agreement:

(a) Appendix A – Supportability Matrix;

(b) Appendix B – Service Inclusion Matrix;

(c) Appendix C – Extended Support Coverage;

(d) Appendix D – Billing and Reconciliation;

(e) Managed Services Schedule;

(f) Microsoft 365 Services Schedule;

(g) Hosted Infrastructure and Colocation Services Schedule;

(h) Security Services Schedule;

(i) Third-Party Voice and Telephony Services Schedule;

(j) Service Orders;

(k) Statements of Work; and

(l) Other schedules, appendices, or exhibits expressly incorporated by reference.

15.2 Order of Precedence

In the event of a conflict between documents, the following order of precedence shall apply:

(a) Executed Amendments;

(b) Service Orders;

(c) Statements of Work;

(d) Service Schedules;

(e) This Master Services Agreement;

(f) Appendices and Exhibits.

15.3 Updates to Operational Documents

Tezla may periodically update operational schedules, supportability standards, service descriptions, security product offerings, billing methodologies, and administrative procedures upon notice to Client, provided such updates do not materially reduce the core Services purchased by Client without Client's consent.

15.4 Survival of Incorporated Documents

Any provisions contained within incorporated documents that are intended to survive termination shall survive in accordance with their terms and the provisions of this Agreement.