

MASTER SERVICE AGREEMENT

1. SERVICES; STATEMENTS OF WORK. This Master Service Agreement (this “Agreement”) states the terms and conditions by which WIN IT Services, LLC and/or its affiliate Dicorp, LLC, each a Wisconsin limited liability company (collectively and individually, “Service Provider”) will provide Services to the customer identified in a given SOW (as defined below) (“Customer” or “Client”). Service Provider and Customer may each be individually referred to herein as a “Party” or collectively as the “Parties.”

1.1. Statements of Work; Change Orders. The nature, specificity, quantity, and parameters of the Services to be provided by Service Provider to Customer shall be set forth in a Quote, Service Order, Proposal, Sales Agreement, Block Contract, or Statement of Work (any of which may be referred to herein as an “SOW”), which shall be executed by Customer and may include: (i) the purchase of certain hardware and/or software (the “Equipment”), (ii) certain professional services for the delivery of project labor with a defined scope of work (“Professional Services”), (iii) certain managed services for the delivery of recurring labor under a defined scope of work (“Managed Services”), (iv) certain technical services for the delivery of project labor to the Customer when the scope of work cannot be fully defined prior to commencement of the work (“Technical Services”), and/or (v) other related services (collectively, the Professional Services, Managed Services, Technical Services, and other related services will be referred to as “Services,” as are described on one or more Statements of Work as executed from time to time by both Parties and/or on the Services Schedule, as may be updated from time-to-time, found at www.wintechology.com/it-services-schedule. Unless designated as replacing a specific SOW, subsequent SOWs will be considered in addition to currently effective SOWs. Each SOW shall identify the Equipment and/or the Services to be purchased by Customer, the recurring and any non-recurring fees for such Services and/or Equipment, the term of the SOW, and other material terms. Any and all changes to an executed SOW must be approved in writing via mutually executed amendment or change order to the SOW (“Change Order”), and any such Change Order may result in modifications to the cost or delivery timeline for the applicable Services. Service Provider may, at its discretion, use third parties to perform the Services for Customer under this Agreement or a SOW, including without limitation Service Provider’s affiliate WIN, LLC. To the extent there is a conflict between the terms of a SOW and the terms of this Agreement, this Agreement will govern unless the SOW explicitly states that it will supersede the terms of this Agreement. If Service Provider performs any Services at Customer’s request that are not specified in a SOW, then Customer shall pay Service Provider for such Services in accordance with this Agreement at Service Provider’s then-current time and materials rate.

2. PERMITTED USES; USE OF THIRD-PARTY SERVICE PROVIDERS OR THIRD-PARTY SOFTWARE.

2.1. Internal Use. Customer may use the Services and/or Equipment for its internal business purposes. Except as expressly provided in a SOW, Customer may not resell, sublicense, or lease the right to use the Services and/or Equipment without the prior written permission

of Service Provider. Customer is responsible for requiring that all of its employees and agents who have access to the Services and/or Equipment comply with the terms of this Agreement.

2.2. **Third-Party Service Providers.** If, during the Service Term of any SOW, Customer desires to contract directly with third-party IT partner(s) (each a “Third-Party Service Provider”) for the provision of software or services that do or could, in Service Provider’s reasonable determination, conflict with or affect Services provided by Service Provider, Service Provider reserves the right to suspend its provision of Services until (i) such third-party service is no longer affecting or in conflict with Service Provider Services, or (ii) Service Provider and Customer have executed an amendment to the relevant SOW(s) which mitigates the effect or conflict of the Third-Party service. Should such effect or conflict remain unresolved sixty (60) days after Service Provider’s notice to Customer of its suspension of Services and/or the need for an amendment to the relevant SOW, Service Provider may terminate the relevant SOW and Customer will be liable for an early termination fee pursuant to Section 12.6 herein. Any such third-party contractual relationship will be directly between Customer and the Third-Party Service Provider. Unless managing such contracts falls within the scope of the Services provided by Service Provider as set forth in a SOW, Customer shall be solely responsible for all claims, disputes, or other obligations arising out of such Third-Party Service Provider’s contracts and any services provided under those contracts. Customer shall ensure that its Third-Party Service Providers do not violate the terms of this Agreement or applicable law in performing services for Customer. Service Provider shall have no liability nor responsibility for any actions, damages, or losses that may result from the: (a) interruption or delay in Services under this Agreement caused by use of a Third-Party Service Provider; or (b) damage or harm to the Equipment provided by Service Provider under this Agreement.

2.3. **Third-Party Software.** In certain instances, Service Provider will provide Customer with the right to access and use third-party software (“Third-Party Software”) in connection with receipt of the Services and use of the Equipment. Customer shall comply with the terms of the applicable end user license agreements governing use of such Third-Party Software. Where required by a Third-Party Software vendor, Customer shall be responsible to ensure that its employees and agents comply with such Third-Party Software end user license agreements.

3. CUSTOMER REQUIREMENTS.

3.1. **License to Use Customer’s Third-Party Software.** If Service Provider is required to access software, programs, and/or applications licensed to Customer from a Third-Party Service Provider in order to perform Services, Customer shall obtain any such licenses for the use of any software, programs, and/or applications used by Customer and not supplied by Service Provider sufficient to protect Service Provider from any claims of intellectual property infringement with regard to use of such software, programs, and/or applications. Customer is solely responsible for paying any costs associated with obtaining and maintaining such licenses.

3.2. Designated Representative. Customer will assign an employee or agent as a designated point of contact for Service Provider with regard to the subject matter of this Agreement.

3.3. Incidents. Customer shall promptly notify Service Provider in writing of any outages, interruptions, damage, or failures of Customer's information technology infrastructure, including but not limited to its software, hardware, communications systems, or servers ("Network") which could have an impact on the Equipment or the Services provided by Service Provider to Customer. Customer will provide Service Provider with regular updates regarding the status of repairs to the Network.

3.4. Notification. Customer agrees that it will inform Service Provider of any modification, installation, or service performed on the Network by individuals not employed by Service Provider in order to assist Service Provider in providing effective Services. Service Provider shall not be responsible to Customer for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Network other than by authorized representatives of Service Provider or without Service Provider's instruction or authorization.

3.5. Access to Facilities. Customer shall be responsible to provide Service Provider with ready access to the Equipment located in the applicable Customer facilities identified in a SOW, and any other necessary equipment, in order for Service Provider to provide the Services. Customer will assign an employee or agent to be present at Customer's location identified in a SOW for any after hours or weekend Services required by Customer. Service Provider shall be unable to perform the Services if Customer fails to make an employee or agent available to assist Service Provider with access to the facilities in order to perform Services. Customer waives any and all claims for any losses or damages resulting from Service Provider's inability to access the facilities to perform any requested or emergency Services. As applicable, Customer shall ensure that the premises where Equipment is to be installed will meet temperature, humidity, and other environmental requirements set forth in the applicable Equipment specifications, and will be dry and free of dust and in such condition as to not be injurious to the employees or representatives of Service Provider or the Equipment. Customer shall provide any necessary openings and ducts for cable and conductors in floors and walls, provide electric current for any necessary purpose with suitable terminals where required, and provide installed metallic ground(s) as required.

3.6. Shared Service Environments. Customer acknowledges that any network system(s) or elements included in a SOW (including without limitation switches, routers, application servers and software, voice-over-IP, circuits, etc.) may share power and/or bandwidth resources with existing or future network applications. In such shared-services environments, quality of service is dependent on all simultaneous uses of the available capacity of the shared resource. Upon initial installation of Equipment and/or Services, Service Provider will employ commercially reasonable efforts to validate the proper functioning of network equipment and/or identify network elements that need to be upgraded to reasonably ensure proper current functionality of Customer's system(s), and any such upgrades will be the sole responsibility of Customer. Assurance of functionality cannot be provided in the absence of a full system validation, which may be offered by

Service Provider as a separate Service. Quality of service issues that arise from capacity limitations of shared service environments and or equipment owned by Customer or a third party service provider are excluded from any warranty or other coverage provided under this Agreement.

- 3.7. **Cooperation.** Customer agrees to provide all reasonable cooperation to Service Provider during the Term (defined below) of this Agreement. Customer shall provide timely responses to Service Provider's requests. Customer will provide to Service Provider in a timely manner access to any information or materials reasonably required by Service Provider to perform the Services.
- 3.8. **Compliance with Laws.** Customer warrants and represents that it will comply with all applicable international, federal, state, and local laws, rules, and regulations in performing its obligations under this Agreement.

4. EQUIPMENT AND SOFTWARE.

- 4.1. **Equipment.** Where applicable, title to the Equipment and risk of loss or damage during shipment pass from Service Provider to Customer upon delivery by Service Provider to the carrier (F.O.B. Origin, freight collect). All Equipment orders are subject to Equipment availability.
- 4.2. **Software.** Title to Third-Party Software provided by Service Provider to Customer under this Agreement or any SOW will remain with the third-party. Customer's rights in such software are specified in the license agreement between such third party and Customer.

5. SERVICES.

- 5.1. **Professional Services.** Service Provider will use commercially reasonable efforts to complete the Professional Services set forth in a SOW by the anticipated delivery date set forth in a SOW. Notwithstanding the foregoing, Service Provider shall not be liable to Customer or to any third-party for any losses or damages caused in any way or related to a failure to meet the anticipated delivery date. Anticipated delivery dates are estimates only.
- 5.2. **Managed Services.** Service Provider shall provide the Managed Services in accordance with the terms set forth in an applicable SOW.
- 5.3. **Pre-Paid Services Block.** Customer may purchase a pre-paid block of Services ("Purchased Block") at the rates identified in an executed block order ("Block Contract"). Customer acknowledges that the value of the Purchased Block may not necessarily be sufficient for the full cost of any given Service, and that Customer shall be responsible for all costs incurred pursuant to a given SOW. Any Purchased Block is non-refundable, and any unused portion will be forfeited if not utilized within twelve (12) months of the Effective Date of the Block Contract. In addition to the hourly rate for Services, travel costs will be deducted from the Purchased Block total as incurred (travel costs may include but are not limited to trip charge, travel time, mileage, and room and board).

6. FEES; PAYMENT.

6.1. **Fees.** Customer shall pay all fees set forth in a SOW. Service Provider will invoice Customer for any other services performed in addition to the fees set forth in the SOW.

6.2. Payment Terms.

- i. **One-Time Fees.** Except as otherwise set forth in an applicable SOW, Service Provider will bill Customer for one-time services or project work in advance with payment due upon receipt of invoice.
- ii. **Recurring Fees.** Fees for recurring Services or Equipment will be billed monthly in advance. All Services performed by Service Provider on a time and materials basis will be billed monthly in arrears. Customer hereby grants Service Provider a security interest in all Equipment purchased hereunder and the proceeds therefrom to secure Customer's payment obligations under this Agreement and/or any SOW. Customer acknowledges that the security interest granted hereunder is a purchase money security interest under Wisconsin law. Service Provider may file a financing statement for such security interest and Customer shall execute any such statements or other documentation necessary to perfect Service Provider's security interest in such Equipment.
- iii. **Currency.** All Fees are payable in U.S. Dollars.
- iv. **Due Date.** Except as provided in Section 6.2.1, or as otherwise provided in a SOW, all invoices are due and payable within thirty (30) days from the date of the invoice (the "Due Date"). All invoices will be sent to Customer's address set forth in the applicable SOW.
- v. **Late Fees; Collection Costs.** Service Provider may, in addition to any other available remedies, impose a late payment charge ("Late Fee") at the monthly rate of one and one-half percent (1.5%) on any past due balance. In the event that Service Provider is required to pursue legal remedies to enforce its rights under this Agreement, Customer shall be responsible to pay all of Service Provider's attorneys' fees and collection costs incurred in pursuing its rights under this Agreement or any applicable SOW.
- vi. **Discounts.** Any discounts to the rates or fees identified in an SOW are conditioned upon Customer's fulfillment of its obligations under such SOW and this Agreement. If, at any time, Customer is in violation of its obligations, including without limitation failure to pay any invoice by its Due Date or to fulfill the entirety of any Service Term as described more fully in Section 12.2 herein, Customer shall forfeit the benefit of such discounts, and shall be responsible for the full, undiscounted rates and fees from the date Customer was first in violation of its obligations.
- vii. **Base Hours Carryover.** For Managed Services that include a preset monthly allocation of baseline hours of Service billed to Customer ("Base Hours"), any Base Hours remaining unused at the end of a month ("Carryover Hours") will be added to Customer's allocation of Base Hours for the following month. Carryover Hours will

be utilized before Customer's Base Hours for the new month, provided that any Carryover Hours remaining unused after the first ten (10) days of the new month will expire permanently. Customer is not entitled to any credit or refund for unused hours.

- 6.3. **Taxes and Other Fees.** Any applicable federal, state, or local use, gross receipts, excise, sales, or privilege taxes; tariffs, surcharges, franchise fees or other taxes; duties; or similar liabilities charged to or against Service Provider because of any Services or Equipment furnished to Customer under this Agreement or any SOW ("Taxes") shall be paid by Customer. Customer shall indemnify, defend, and hold Service Provider harmless from payment and reporting of all such Taxes, including costs, expenses, and penalties incurred by Service Provider in settling, defending, or appealing any claims or actions brought against Service Provider related to, or arising from, Customer's non-payment of Taxes. Unless Service Provider has received a copy of any tax exemption certificates, Customer will be required to pay all Taxes.
- 6.4. **Expenses.** Customer will reimburse Service Provider for travel, accommodation, and reasonable out-of-pocket expenses incurred by Service Provider in performing the Services and/or providing Equipment under this Agreement or any SOW ("Expenses").
- 6.5. **No Set-off Right.** Customer shall not, and acknowledges that it will have no right, under this Agreement, any SOW, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Service Provider or any of its Affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Service Provider or Service Provider's Affiliates.
- 6.6. **Immediate Suspension.** Service Provider may temporarily suspend Customer's right to access or use any portion of or all of the Services or Equipment immediately if Service Provider determines that: (i) Customer's use of the Services or Equipment poses an immediate risk to the Services or any third party; (ii) Customer's use of the Services or Equipment is adversely impacting the Services or the systems of any other Service Provider Customer or Service Provider's Network; (iii) Customer's use of the Service or Equipment is or will subject Service Provider or its Affiliates to liability; (iv) Customer is not in compliance with the terms of this Agreement or any SOW; or (v) Customer's actions violate any applicable laws. For purposes of this Agreement, "Affiliates" means an entity of a party, whether incorporated or not, that controls, is controlled by, or is under common control with such party.
- 6.7. **Suspension for Non-Payment.** If Customer fails to pay any invoices by the Due Date, Service Provider reserves the right to request a deposit and/or wire transfer for such late amount. In addition, Service Provider may suspend the provision of any or all Services if Customer fails to pay any past due amounts within fifteen (15) days of the Due Date, and/or exercise any termination rights it may have under this Agreement. If Service Provider suspends Customer's right to access or use any portion of the Services and/or Equipment, Customer remains responsible for all fees and other charges Customer incurs during the period of suspension.

7. WARRANTIES; DISCLAIMER.

7.1. **Equipment.** Customer acknowledges that Service Provider is not the manufacturer of the Equipment or Software. Service Provider will pass through to Customer any manufacturer's warranties with regard to the Equipment or Software, and except as provided for under such manufacturer's warranty no Equipment or Software may be returned or exchanged. In purchasing the Equipment and licensing the Software, Customer relies on the manufacturer's specifications only and not on any statements made by Service Provider. Service Provider will not be obligated to repair or replace any item of Equipment which has been repaired by others, abused, or handled or operated in a manner contrary to the manufacturer's intended use, or which has been stored, altered, or used with third party material of defective or poor quality. Service Provider makes no warranties whatsoever in regard to ribbons, paper, magnetic tapes, or similar materials.

7.2. **Professional Services.** Service Provider warrants that any Professional Services performed under this Agreement will be performed in a good and workmanlike manner and substantially in accordance with the requirements set forth in the applicable SOW for a period of thirty (30) days after completion of the applicable services. If the Professional Services do not conform to the foregoing warranty, Customer shall provide a written notice detailing the non-conformity and Service Provider will use commercially reasonable efforts to correct any non-conforming Professional Services within ten (10) business days. If the Professional Services still do not meet the warranty after re-performance, Service Provider will refund to Customer the amounts paid for the portion of the Services not in substantial conformance with the requirements set forth in the applicable SOW.

7.3. **Managed Services.** The Managed Services will comply with the performance and technical requirements set forth in the applicable SOW. If the Managed Services which are the subject of a SOW do not meet the performance and technical requirements set forth in the SOW, Customer shall provide a written notice detailing the non-conformity and Service Provider will use commercially reasonable efforts to correct any non-conforming services. If Service Provider cannot restore the Managed Services within a reasonable time period, Service Provider will refund Customer for the amounts paid for those portions of the Managed Services not in substantial conformance with the requirements set forth in the applicable SOW.

7.4. **Technical Services.** Technical Services will be performed in a good and workmanlike manner. Service Provider will employ its best efforts to deliver the Technical Services in accordance with the Customer's specifications, however due to the nature of Technical Services Service Provider does not warrant that the Technical Services will substantially conform to any given set of requirements except as may be explicitly defined in the applicable SOW.

7.5. **Exclusive Remedy.** The remedies set forth in this Section 7 shall be Customer's exclusive remedies, and Service Provider's sole obligation and liability, for any claim: (i) that the Services do not conform to applicable warranty obligations; (ii) that the Services are defective; or (iii) that the Services do not conform to Section 7.2. Any time spent by

Service Provider in response to disruptions in service that are ultimately determined to be caused by an underlying communications carrier or third party service provider will be billable at Service Provider's then-current service rates.

7.6. Disclaimer. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, THE SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "WHERE IS" BASIS. SERVICE PROVIDER, ITS AFFILIATES, AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES OR EQUIPMENT, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT; (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE; (III) THAT THE SERVICES OR EQUIPMENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS; AND (IV) THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED. SERVICE PROVIDER MAKES NO WARRANTY REGARDING NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED, OR LOAD BALANCED; OR THAT SERVICE PROVIDER'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA.

8. CONFIDENTIALITY; DATA PRIVACY & SECURITY.

8.1. Defined. For purposes of this Agreement, "Confidential Information" means (a) any and all information and data (whether in tangible or electronic form) disclosed by a Party to the other and identified as confidential or proprietary by either Party, (b) the terms, conditions, and pricing under the Agreement and any SOW, (c) each Party's business, operational, financial, technical, and property information, (d) each Party's Intellectual Property Rights, and (e) any other information which either Party should reasonably know to be confidential by the nature of the information or the nature or context of the disclosure. Confidential Information does not include any information that: (i) is in the public domain at the time of disclosure or becomes public domain information other than through a breach of this Agreement; (ii) was in the receiving Party's lawful possession prior to the disclosure by the disclosing Party and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (iii) has been lawfully acquired by a Party from a person other than the disclosing Party, who has no obligation to maintain its confidentiality; or (iv) is demonstrated by a Party's business records to have been independently developed prior to any disclosure.

8.2. Non-Disclosure. Except as required by law or regulation or as permitted in Section 8.3, each Party acknowledges and agrees that during the Term of this Agreement and for three (3) years thereafter, it will not disclose the other Party's Confidential Information except as otherwise permitted under this Agreement. The receiving Party will protect the

Confidential Information of the disclosing Party using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care).

- 8.3. **Permissible Use.** A Party may disclose the other Party's Confidential Information to its employees, agents, suppliers and subcontractors (including professional advisors and auditors) who have a need to know and who are bound to protect that Confidential Information from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as this Agreement. In any case, a Party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. In addition, a receiving Party may disclose Confidential Information of the disclosing Party pursuant to a legal, judicial, or administrative requirement, if the receiving Party gives the disclosing Party reasonable prior written notice and sufficient time to enable the disclosing Party to seek a protective order to prevent or limit disclosure. Confidential Information remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed. If there is a breach or threatened breach of this confidentiality provision, the disclosing Party may be entitled to seek specific performance and/or injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a Party from announcing the existence of the Agreement internally (e.g., to its employees and Affiliates). In the event the Parties have signed a separate confidentiality agreement which applies to the Services or Equipment, the terms of this clause will take precedence of that agreement to the extent of any inconsistency.
- 8.4. **Security.** Service Provider will make commercially reasonable efforts to protect the Customer data to which it has access. Service Provider will maintain reasonable physical, technical, and administrative safety and security procedures and processes for any Customer data in Service Provider's possession. Service Provider will comply with its IT security and data security policies, and applicable laws regarding data privacy and security. Service Provider may use Customer data to which Service Provider has access (i) to perform its obligations and exercise its rights under this Agreement; (ii) in accordance with Service Provider's privacy policy, and (iii) as may be required by law. Service Provider may share Customer data with its Affiliates or other third parties as permitted under Service Provider's privacy policy, which is located at <https://wintechology.com/privacy-policy>, as the same may be updated from time to time.
- 8.5. **Return or Destruction of Confidential Information.** Within a commercially reasonable time after the expiration or termination of this Agreement, the disclosing Party may request that the receiving party return or destroy all Confidential Information in its possession in accordance with then-current industry standards. If a Party requests destruction of its Confidential Information, the receiving party shall provide the disclosing party a written certificate signed by an officer of the receiving Party that the Confidential Information has been destroyed per this provision.
- 8.6. **Business Associate Agreement.** As applicable, the Parties agree that Service Provider may perform specific functions that necessitate the execution of a Business Associate Agreement, such as the one attached hereto as Exhibit 1. Unless otherwise stated herein or in an applicable SOW, Service Provider does not warrant that its Services shall make

Customer compliant with “HIPAA Rules” meaning the Privacy, Security, Breach Notification, and Enforcement Rules as set forth at 45 CFR Parts 160 and 164.

9. INTELLECTUAL PROPERTY.

- 9.1. **Defined.** For purposes of this Agreement and any SOW, “Intellectual Property Rights” means all: (a) patents (whether or not patentable or reduced to practice) or inventions, all improvements, and all patent applications; (b) registered and unregistered trademarks, tradenames, service marks, insignia, trade dress, and logos, together with all associated goodwill; (c) registered and unregistered copyrights both published and unpublished including any moral rights; (d) internet domain names and registration rights, uniform resource locators, internet or worldwide web sites or protocol addresses, and all related content and programming; (e) trade secrets; and (f) other intellectual property and related proprietary rights, interests, and protections recognized by applicable law.
- 9.2. **Rights of Parties and Restrictions on Use.** The Parties shall not violate each other’s respective Intellectual Property Rights. The Parties shall not use each other’s Intellectual Property Rights except as is necessary to carry out the objectives of this Agreement or an applicable SOW, unless prior written permission is obtained from the Party authorizing such use.
- 9.3. **Rights of Third Parties.** Customer understands that in providing Services, Service Provider may use the licensed Intellectual Property Rights of third parties. Customer shall not violate, misappropriate, or interfere with the Intellectual Property Rights of such third parties.
- 9.4. **Rights in Deliverables.** In performing the Services, Service Provider may create certain Deliverables for Customer as required under a SOW. For purpose of this Agreement, “Deliverables” means any materials developed or created for Customer in the performance of the Services, including but not limited to any Intellectual Property Rights. Any Deliverables produced by Service Provider in performing Services under this Agreement will be the sole exclusive property of Service Provider, unless otherwise agreed to in a SOW. Any deliverables created by Service Provider shall not be treated as “works for hire” as defined in 17 USC § 101 of the United States Code, and all Intellectual Property Rights in all materials provided by Service Provider for Services rendered or Equipment provided shall remain with Service Provider, unless otherwise agreed in an SOW.

10. LIMITATION OF LIABILITY; CAP ON DAMAGES.

- 10.1. **LIMITATION OF LIABILITY.** Notwithstanding any provision to the contrary herein:

(i) **SERVICE PROVIDER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. FOR PURPOSES OF THIS AGREEMENT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE**

LIMITED TO, LOSS OF ANTICIPATED REVENUES, INCOME, PROFITS, OR SAVINGS; LOSS OF OR DAMAGE TO BUSINESS REPUTATION OR GOOD WILL; LOSS OF CUSTOMERS; LOSS OF BUSINESS OR FINANCIAL OPPORTUNITY; LOSS OF DATA OR USE OF DATA; OR ANY OTHER INDIRECT OR SPECIAL DAMAGES OF ANY KIND CATEGORIZED AS CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER APPLICABLE LAW;

(ii) SERVICE PROVIDER WILL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (I) CUSTOMER'S INABILITY TO USE THE SERVICES OR EQUIPMENT, INCLUDING AS A RESULT OF: ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES; SERVICE PROVIDER'S DISCONTINUATION OF ANY OR ALL OF THE SERVICES; ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS; OR ANY ERRORS, OMISSIONS, DELAYS, OUTAGES, FAILURES, OR INTERRUPTIONS OF ANY SERVICES; (II) THE COST OR PROCUREMENT OF SUBSTITUTE GOODS, EQUIPMENT, OR SERVICES; (III) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES OR EQUIPMENT; OR (IV) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA.

CAP ON DAMAGES. IN NO EVENT WILL SERVICE PROVIDER'S OR ITS PARENTS', AFFILIATES', SUBSIDIARIES', OFFICERS', DIRECTORS', EMPLOYEES', ATTORNEYS', OR AGENTS' TOTAL LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR ANY CLAIMS, DAMAGES, OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SOW, OR ANY SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT OR ANY SOW, EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

11. INDEMNIFICATION; PROCEDURE.

11.1. Indemnification. Customer shall, at its expense, defend, indemnify, and hold harmless Service Provider; its Affiliates; and its and their respective directors, officers, agents, successors, assigns, representatives, and employees ("Indemnified Parties") from and against all claims of any nature, allegations, or lawsuits ("Claims") and pay any losses, damages, verdicts, settlements, penalties, fees, expenses (including reasonable attorneys' fees and expenses), costs, and judgments ("Losses") arising out of or relating to: (i) the negligence, recklessness, or willful misconduct of Customer, its employees, contractors, and/or agents; (ii) third party claims arising from breach of this Agreement or violation of applicable law by Customer, its employees, contractors, and/or agents; (iii) third party claims for personal injury, death, or property damage caused by the acts or omissions of

Customer, its employees, contractors, and/or agents; (iv) third party claims arising out of or relating to Customer's use of the Services or Equipment; and (v) alleged infringement or misappropriation of any third party's Intellectual Property Rights or other proprietary rights by Customer, its employees, contractors, and/or agents.

11.2. Notice of Claim. Service Provider will promptly notify Customer of any Claims brought against Service Provider which are subject to indemnification under this Agreement. Customer agrees to, at its own cost, defend the Claims using counsel acceptable to Service Provider. Failure to give prompt notice will not relieve Customer of its obligations to indemnify Service Provider, except and only to the extent Customer is actually prejudiced by such delay. Service Provider may, at its option and expense, participate and appear with counsel of its choice, along with Customer, in the defense of any Claim.

11.3. Procedure. Customer may not settle any such Claim without the consent of the Indemnified Party. In the event Customer does not, within fifteen (15) days after it receives written notice of a Claim from an Indemnified Party, agree in writing to accept the defense, and assume all responsibility for, such Claim, then the Indemnified Party will have the right to defend against, negotiate, settle, or otherwise resolve the Claim in such a manner as the Indemnified Party deems appropriate, in their sole discretion, subject to Customer's obligations to pay for defense of the Claims and payment of any Losses.

12. TERM; TERMINATION.

12.1. Term. Any effective SOW shall be governed by the terms of this Agreement until such SOW is terminated or expires (the "Term").

12.2. Service Term. Each SOW shall be in effect for the term stated in the SOW or until Acceptance of any one-time Services described therein ("Initial Service Term"). Each Service Term shall commence upon the effective date set forth in the SOW. If a term length is set forth in the SOW for Managed Services or other recurring Services, upon the expiration of the Initial Service Term such SOW shall automatically renew for successive ninety (90) day terms (each a "Renewal Service Term" and together with the Initial Service Term, the "Service Term") unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the end of the then-current Service Term ("Non-Renewal Notice Period"). The Service Term of any Block Contract shall be in accordance with Section 5.3 herein. Service Provider may increase any charges payable by Customer during any Renewal Service Term by providing written notice of the new applicable charges at any time prior to the end of the then-current Service Term; provided, however, if Service Provider delivers such notice during the Non-Renewal Notice Period, Customer shall have thirty (30) days from the date of Service Provider's notice to give notice of non-renewal.

12.3. Acceptance. Upon completion or delivery of one-time Professional Services, Service Provider shall deliver a notice of completion to Customer. Unless Customer delivers written notice to Service Provider within three (3) days of the delivery of Service Provider's notice that the Service is not properly functioning or the deliverables identified in the relevant SOW have not been delivered, Customer shall be deemed to have accepted

the Service (including any deliverables) as of the date of Service Provider's notice or as of the date of Customer's affirmative written acceptance prior to the expiration of the three-(3-) day period ("Acceptance"). In the event Customer notifies Service Provider within the three (3) day period that the Service is not functioning properly or the deliverables have not been delivered, then Service Provider shall correct any deficiencies in the Service and/or the deliverables, to the extent within the scope of the SOW, and deliver a new notice of completion to Customer, after which the process stated herein will be repeated, until the Service is accepted. Upon Acceptance, unless stated otherwise in the applicable SOW, Service Provider's obligations related to the accepted Service cease.

12.4. Termination for Cause. A Party may terminate the Agreement and/or a SOW without further obligation: (i) upon the other Party's failure to cure a material breach of this Agreement if the breaching Party fails to cure such material breach within thirty (30) days (ten (10) days for non- or late payments) of the date that written notice of such material breach is sent by the non-breaching Party; or (ii) in the event the other Party files a petition for bankruptcy or is adjudicated bankrupt, or a petition of bankruptcy is filed against such other Party and not dismissed within thirty (30) days. In the event of any termination of a SOW or this Agreement, Customer shall immediately pay Service Provider for any Services performed and expenses incurred and any other non-recoverable costs incurred by Service Provider up to and including the date of such termination.

12.5. Termination for Convenience. Service Provider may terminate the Agreement and/or a SOW, without cause or penalty, upon at least thirty (30) days' advanced written notice to Customer.

12.6. Early Termination Fees. If Service Provider terminates this Agreement or an applicable SOW for cause or Customer terminates this Agreement or any SOW prior to expiration or Acceptance, Customer shall pay Service Provider an early termination fee equal to the amount Customer would have owed to Service Provider during the remainder of the Service Term. As more fully described in Section 6.2 (vi) herein, any early termination fee shall be calculated based on the undiscounted fees or rates identified in the applicable SOW. To the extent the early termination fee is deemed to be liquidated damages, Customer acknowledges that the amount of damage Service Provider would suffer as a result of Customer's early termination of Services or Service Provider's termination for cause is difficult to estimate and that the early termination fee reflects the Parties' reasonable estimation of the anticipated damages Service Provider may incur.

13. MISCELLANEOUS.

13.1. Insurance. Each Party will maintain in full force and effect during the term of the Agreement the following insurance: (i) workers' compensation and employer liability insurance within statutory requirements; (ii) automobile liability coverage of One Million Dollars (\$1,000,000) per occurrence covering all owned, hired, and non-owned vehicles; (iii) commercial general liability insurance, with limits of One Million Dollars (\$1,000,000) per occurrence; (iv) umbrella/excess liability insurance with limits of no less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate; and (v)

cybersecurity insurance with no less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate.

13.2. Non-Solicitation of Employees. Unless agreed to in advance by Service Provider, Customer agrees that during the term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement or any Services (the “Nonsolicitation Period”), Customer shall not, directly or indirectly, solicit, entice, or attempt to persuade any employee of Service Provider to leave employment of Service Provider for any reason. In the event that Customer, or its affiliate, desires to hire, retain, or contract with any current Service Provider employee or any former Service Provider employee (“Restricted Person”) during the Nonsolicitation Period, Customer must first seek Service Provider’s consent. In the event that Service Provider grants Customer the right to hire, retain, or contract with a Restricted Person and the Restricted Person accepts an offer of employment from Customer, Customer shall pay Service Provider a placement fee of fifty percent (50%) of the annual wage the Restricted Person was paid by Service Provider over the twelve (12) month period immediately prior to the Restricted Person’s termination of employment with Service Provider. If Customer hires, retains, or contracts with a Restricted Person without first obtaining the consent of Service Provider, Customer shall pay Service Provider a fee of one hundred percent (100%) of the Restricted Person’s annual wages paid by Service Provider over the twelve (12) month period prior to the Restricted Person’s termination of employment with Service Provider.

13.3. Force Majeure. Any delay or failure of performance by any Party under the Agreement (other than a failure to comply with payment obligations) is not a breach of the Agreement to the extent that such delay or failure is caused by events beyond the reasonable control of the Party affected, including, but not limited to acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, fires, explosions, accidents, floods, vandalism, sabotage, any other act, event or occurrence, regardless of whether similar to the foregoing, that is beyond the reasonable control of the Party affected. Such an event is hereinafter referred to as a Force Majeure Event. Market conditions or fluctuations are not Force Majeure Events. A Party whose performance is affected by such Force Majeure Events will promptly provide relevant details to the other Party and the obligations of the Party giving such notice will be suspended to the extent caused by the Force Majeure Event so long as the Force Majeure Event continues, and the time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligations with regard to Services for thirty (30) days, then either Party may immediately terminate the affected Service by giving notice of termination to the other Party, provided that in the case of termination by Customer, Customer first provides Service Provider a reasonable opportunity to replace affected Services with comparable Services. Upon such termination, Service Provider is entitled to payment of: (i) all accrued but unpaid charges incurred through the date of such termination; and (ii) any termination charges or other costs or expenses incurred by Service Provider for the cancellation of third-party services in connection with the Service. The Parties shall otherwise bear their own costs and Service Provider shall be under no further liability to perform the Services affected by the Force Majeure Event.

13.4. Good Faith Negotiations. If a dispute arises with regard to the subject matter of this Agreement, the Parties agree to attempt to resolve any such dispute through good faith discussions to commence within five (5) business days of a written request by the other Party.

13.5. Notice. Any notice or other communication required to be given under this Agreement shall be in writing and shall be deemed received on the date of delivery if delivered personally, receipt acknowledged in writing, or sent by wire (confirmed by mail as hereinafter provided) or sent by electronic mail, or on the date indicated on the signed receipt if mailed by first-class, registered, or certified mail, postage prepaid, return receipt requested, and addressed to the respective addresses of the Parties as follows:

If to Service Provider :

WIN IT Services, LLC
Attn: Legal Department
4955 Bullis Farm Road
Eau Claire, WI 54701
contracts@wintechnology.com

If to Customer:

Customer Notices will be delivered to the address listed on the relevant SOW or, if no address is listed, to Customer's billing address.

13.6. Use of Name. Except as expressly permitted in writing by an authorized representative of a Party, neither Party may use the other Party's names, logos, trademarks, tradenames, or the like in any marketing, advertisement, press release, etc. The existence of this Agreement shall be held in confidence by the Parties.

13.7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

13.8. Relationship of Parties. Each Party understands and acknowledges that it and its personnel are not employees of the other Party, and that each Party is an independent contractor hereunder for all purposes and nothing herein shall be construed to create a partnership, joint venture, or other employment relationship between the Parties.

13.9. Delay and Waiver. Neither Party's delay in exercising or failure to exercise any of its respective rights hereunder, nor such Party's acquiescence in or waiver of a breach of any term, provision, or condition of this Agreement, shall be deemed or construed to operate as a waiver of such Party's rights hereunder, except for the specific instance of delay, failure, acquiescence, or waiver.

13.10. Import/Export Control. Customer agrees to comply fully with all applicable import and export laws and regulations related to the Services or Equipment acquired by Customer under this Agreement for the country where each Service or Equipment was acquired by Customer as well as with all applicable United States export laws (collectively, the "Export Laws"). Customer shall not, and shall not permit any third party to: (i) export or transmit the Services or Equipment, directly or indirectly, in violation of

Export Laws, including to a country subject to a U.S. embargo; (ii) access or use the Services or Equipment in violation of any Export Laws; or (iii) provide access to the Services or Equipment across international boundaries except in compliance with any Export Laws, including those of the originating country.

- 13.11. **Severability.** The invalidity or unenforceability of any provision of this Agreement, pursuant to any applicable law, shall not affect the validity or enforceability of the remaining provisions hereof, and this Agreement shall be construed to the extent possible as if not containing the provision held invalid or unenforceable.
- 13.12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (“UCITA”) shall not apply to this Agreement.
- 13.13. **Cumulative Remedies.** The rights and remedies provided under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.
- 13.14. **Assignment.** Customer may not assign any rights or obligations under this Agreement without the prior written consent of Service Provider. Any attempt to assign the Agreement or Customer’s obligations and rights under this Agreement in whole or in part hereunder, shall be null and void.
- 13.15. **Survival of Provisions.** All provisions of this Agreement that by their nature are intended to extend beyond the termination or expiration of this Agreement for any reason, shall survive the termination or expiration of this Agreement.
- 13.16. **Entire Agreement; Amendment.** This Agreement, including all SOWs executed by the Parties, encompass the entire understanding and agreement between the Parties relative to the subject matter. This Agreement supersedes all prior or contemporaneous oral and written agreements, proposals, negotiations, discussions, representations, or understandings between the Parties, with respect to the subject matter of this Agreement. The Parties agree that any amendment to this Agreement must be in writing and signed by the authorized representatives of both Parties.
- 13.17. **Headings.** The headings used in this Agreement are for the convenience of the Parties only and shall not be deemed a part of or utilized in interpreting this Agreement.