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Plantation, FL 33322
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MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**," "**MSA**," or "**Terms**") is entered into by and between Online Technology Management, Inc. ("**OTM**" or "**MSP**") and the client ("**Client**") identified in the applicable quote.

Throughout this Agreement, the terms ("**Client**," "**you,**" and "**your**") refer to the individual, company, organization, or other legal entity that executes, accepts, approves, or otherwise authorizes a Quote issued by OTM. For purposes of this Agreement, the term ("**Quote**") includes any quote, proposal, service order, renewal, change order, addendum, or other service-related document issued by OTM, regardless of its title or form.

By executing or accepting a Quote, whether electronically, in writing, or by any other legally recognized means, Client agrees to be bound by:

1. This Agreement;
2. The applicable Quote; and
3. Any Service Guide or other documents expressly incorporated by reference.

The Service Guide contains detailed descriptions of the Services, service levels, responsibilities, exclusions, limitations, assumptions, and other operational requirements applicable to the Services provided by OTM.

This Agreement governs the Client's purchase and use of managed services, professional services, consulting services, support services, subscription services, software licenses, hardware, maintenance, and other products or services offered by OTM (individually as a "**Service**", collectively as the "**Services**" and "**Products**").

Client hereby engages OTM to provide the Services and Products described in one or more Quotes executed or otherwise accepted by the Parties. Each Quote shall identify the Services and/or Products being purchased, applicable fees, billing terms, and any service-specific requirements.

No Services or Products shall be provided under this Agreement alone. Services and Products will be provided only pursuant to a mutually accepted Quote, which is incorporated herein by reference and made a part of this Agreement for all purposes.

Quotes, Estimates, Statements of Work, Service Orders, and similar ordering documents executed by the parties are deemed incorporated into and governed by this Agreement.

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In the event of any conflict among the governing documents, the order of precedence shall be:

1. the applicable Quote
2. the applicable Service Guide
3. this Master Services Agreement
4. applicable Third-Party Provider terms

Client and OTM may each be referred to herein as a "**Party**" and collectively as the "**Parties.**"

Modification of Terms

OTM may modify or amend this Agreement, including any applicable Service Guide, from time to time by providing written notice to Client. Continued use of the Services following the effective date of any modification or amendment shall constitute Client's acceptance of the revised terms.

If Client objects to a modification or amendment, Client must provide written notice to OTM prior to the effective date of the change. In such event, OTM may, at its option, terminate the affected Services, any applicable Quote, and/or this Agreement upon written notice to Client.

No modification to a Quote shall be effective unless documented in a subsequent Quote, change order, renewal agreement, or other written agreement executed or accepted by both Parties.

1. GENERAL REQUIREMENTS & CONDITIONS.

1.1 **SYSTEM**. For the purposes of these Terms, "**System**" means, collectively, any computer network, computer system, peripheral or device that is tracked using OTM's Remote Monitoring and Management tool. To avoid a delay or negative impact on our provision of the Requested Services, during the term of each Requested Service, Client agrees to refrain from modifying or moving the System, or installing software on the System, unless OTM expressly authorizes such activity in writing in advance. OTM will not be held responsible or liable for any modification or change made to the System by Client without authorization.

1.2 **MAINTENANCE; UPDATES**. If patches and other software-related maintenance updates ("**Update(s)**") are provided under the Requested Services, OTM will install the Updates only if OTM has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. OTM will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer or applicable vendor's instructions.

1.3 **THIRD-PARTY SERVICE PROVIDERS**. "**Third-Party Service Providers**" means Services provided by an entity or a Party other than the OTM in fulfillment of the Requested Services requirements and whose terms and conditions OTM and/or Client may be legally bound.

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Client's right to use the Third-Party Services is subject to Client's understanding of, compliance with and consent to these Terms and of any Third-Party agreements, which OTM does not have authority to vary, alter or amend.

Therefore, OTM may utilize a Third-Party Service Provider in its discretion to provide the Services in accordance with these Terms. The Third-Party Service Provider may require the OTM to sign a contract with the Third-Party Service Provider for its services ("**Third-Party Contract**") and the terms of the Third-Party Contract may impose conditions and requirements upon Client. Access to the terms and conditions of any such Third-Party Contract(s) can be found at the following link https://wespbarwellstg.wpenginepowered.com/third-party-software/. Client hereby agrees to review all Third-Party Terms and Conditions, and consent to those Third-Party Terms and Conditions which Client has consented OTM to contract upon its behalf.

The links are being provided as a courtesy, Client should monitor the links for the 3rd Party Providers to determine if they have the most current Terms and Conditions.

1.4 **THIRD-PARTY PRODUCT VENDORS**. "**Third-Party Product Vendors**" means software, machinery, equipment, services, and/or products inclusive of component parts purchased from vendors in fulfillment of the Requested Services.

OTM will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Product Vendor to Client, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and OTM will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Product. Where applicable, a Third-Party Product Vendor may require the OTM to sign a contract with the Third-Party Product Vendor for its products ("**Third-Party Contract**") and the terms of the Third-Party Contract may impose certain conditions and requirements upon Client. Client hereby agrees to review all Third-Party terms and conditions, and consent to those Third-Party terms and conditions which Client has consented OTM to contract upon its behalf. The link to the Third-Party Product Vendor's terms and conditions can be found at our website and/or in the Requested Services.

1.5 **THIRD-PARTY PRODUCTS.** Unless otherwise stated in Requested Services, all hardware, software, peripherals or accessories purchased through OTM ("**Third-Party Products**") are non-refundable once the applicable Requested Services is placed in our queue for delivery. Unless otherwise expressly stated in the applicable Third-Party Product Vendor's terms and conditions of the Third-Party Products, all Third-Party Products are provided "as is" and without any warranty whatsoever as between OTM and Client (including but not limited to implied warranties). If, in OTM's sole discretion, a hardware or software issue requires vendor or OEM support, OTM may contact the vendor or OEM (as applicable) on Client's behalf and pass through to Client all fees and costs incurred in connection with that process. If such fees or costs are anticipated in advance or

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exceed $100, OTM will obtain Client permission before incurring such expenses on behalf of Client, unless exigent circumstances require OTM, in OTM's sole discretion, to proceed otherwise without Client's prior permission. Notwithstanding the foregoing, Client acknowledges and agrees that, in order for the OTM to provide uninterrupted services and support under this Agreement, it is the Client's sole responsibility to maintain valid and current maintenance agreements with all software vendors providing software covered under these Terms. The Client must renew and pay for these maintenance agreements to ensure uninterrupted support. The OTM is not liable for service disruptions or delays caused by the Client's failure to maintain these agreements. If a maintenance agreement lapses or a vendor discontinues support, the Client must notify the OTM, and the OTM is not obligated to continue support until a valid agreement is reinstated. The Client will cooperate with the OTM to resolve any issues arising from lapsing agreements.

1.6 **SUBCONTRACTORS**. "**Subcontractors**" means third-party to whom OTM contracts to provide specified services to complete the services indicated in the applicable Requested Services.

1.7 **CONDITIONS OF SERVICE**. Client System is eligible for provision of OTM's Services as outlined in the Requested Services, provided the System is in good condition and OTM's serviceability requirements and site environmental conditions are met:

1.7.1 Client shall provide adequate workspace, heat, light, air conditioning, ventilation, electric current and outlets, internet and remote access for use by OTM's representatives.
1.7.2 OTM's representatives shall have, and Client shall provide full access to the System in order to affect the necessary monitoring and/or supplemental services.
1.7.3 OTM reserves the right to suspend or terminate these Terms, or any Requested Services in its sole discretion, conditions at the service site pose a health or safety threat to any of OTM's representatives.

It is the responsibility of Client to promptly notify OTM of any events/incidents that may impact the services defined within these Terms and/or any supplemental service needs.

OTM shall provide services as defined in the Requested Services during OTM's regular business hours, unless otherwise specified in any subsequent Quote, or other contract documents, and in accordance with OTM's IT Service policies then in effect.

Client agrees that Client will inform OTM prior to Client making any modification, installation, or service performed on the System by individuals not employed or contracted by OTM in order to assist OTM in providing an efficient and effective System support response. Client will be billed the full cost, at OTM's hourly rate, to remediate and restore the Systems and/or Services to a state prior to change.

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Only Authorized Contacts will be eligible to access and service Client System. Any unauthorized access or service conducted on the System without the explicit consent of OTM, which results in negative System performance, will not be covered by the monthly plan fee as documented in the Requested Services and will be billed according to OTM's labor rates as outlined in the Requested Services or subsequent Quote.

OTM shall be obligated to provide service only at (a) the Service Site(s) as identified in the Requested Services; and (b) Client Systems as identified which is defined as Client covered devices in the Remote Monitoring and Management ("**RMM**") platform. If Client desires to relocate, add or remove locations, Client shall give appropriate notice to OTM of Client's intention to relocate sixty (60) days in advance. OTM reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by Client. Such right includes the right to refuse service at the relocation and/or new site.

1.8 **SERVICE LIMITATIONS**. In addition to other limitations and conditions set forth in these Terms, the following service and support limitations are expressed:
1.8.1 Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of these Terms. OTM will provide consultative specification, sourcing guidance, and/or time and material/project offerings.
1.8.2 OTM shall not be liable for any unauthorized modification or change made to the System by Client or a third party without OTM's prior written consent. To the extent such unauthorized modification or change causes issues or failures to the System, Client will be billed the full cost to restore the System to its original state.

1.9 **NOTICE OF CRITICAL DEFICIENCIES OF CLIENT'S SYSTEM**. During the course of the provision of Requested Services, OTM may identify critical deficiencies or vulnerabilities in the Client's System(s) and make recommendations (such as additional services or products) to correct such critical deficiencies ("**Critical Recommendations**") in order for the OTM to provide the Requested Services in accordance with a Quote. To the extent Client refuses to implement Critical Recommendations, or elects to terminate any Services and/or Products related to critical deficiencies or vulnerabilities and/or Critical Recommendations, Client acknowledges and agrees that the critical deficiencies and vulnerabilities, failure to promptly implement or maintain the Critical Recommendations, and/or termination of any Services and/or Products related to critical deficiencies or vulnerabilities and/or Critical Recommendations may (a) expose the Client's System(s) to significant risk, including, without limitation, security breaches, data loss, system outages, or non-compliance with applicable laws and regulations; (b) adversely affect Client's System and/or OTM's ability to provide the Services and Products; (c) warrant OTM to terminate, suspend, or modify some or all of the Requested Services in its sole discretion; or (d) cause other adverse consequences, costs, and/or damages to Client, OTM, or other third parties. OTM may require Client to execute a written waiver letter of such Critical Recommendations to the extent Client fails or refuses to implement such Critical Recommendations. In the event that Client fails

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or refuses to implement the Critical Recommendations, terminates any Services and/or Products related critical deficiencies or vulnerabilities and/or Critical Recommendations, or if any critical deficiencies result in an adverse consequence prior to the implementation of Critical Recommendations, Client acknowledges and agrees to the following: OTM shall not be responsible for (i) damage to or compromise of Client's System; (ii) OTM's ability (or lack thereof) to provide the Requested Services in accordance with any Quote or these Terms; or (iii) any losses, damages, claims, or costs that directly or indirectly arise out of or result from such critical deficiencies and/or Client's failure to promptly implement Critical Recommendations or otherwise comply with this Section 1.9. Client agrees to protect, defend, indemnify, release, and hold harmless OTM and its subcontractors, employees, directors, managers, shareholders, members, affiliates, agents, representatives, and related parties from and against any and all claims, lawsuits damages, costs, fees, losses, or liabilities (including reasonable attorneys' fees), including with respect to third-party claims, lawsuits damages, costs, fees, losses, or liabilities (including reasonable attorneys' fees), which relate in any way to Client's failure to comply with this Section 1.9.

1.10 **ONBOARDING PROCESS.** Client acknowledges and agrees that OTM shall have no responsibility for any deficiencies in the current operating systems and infrastructure unless and until OTM has had a reasonable opportunity to conduct a thorough review of the current system and to provide Client with its recommendations, and Client has accepted and implemented such recommendations.

1.11 **OFFBOARDING PROCESS**. In the event of termination of the Requested Services, any Quote, and/or these Terms by either Party, offboarding, transition assistance, documentation export, credential transfer, consultation, migration support, and cooperation with successor providers (the "**Onboarding Provider**") are billable at OTM's then-current rates unless otherwise stated in a Quote. Client shall indemnify and hold harmless OTM, its Subcontractors and their respective directors, officers, employees, consultants and agents for any claims or losses resulting from the activities of Client or the Onboarding Provider during the transition period from OTM to the Onboarding Provider, inclusive of when Client obtains access to all super administrator accounts of their infrastructure. Transfer will require that Client's account be fully paid at time of transfer inclusive of any offboarding charges. OTM will have no obligation to store or maintain Client's data in OTM's possession or control beyond thirty (30) calendar days following the termination of the applicable Requested Services.

1.12 **NETWORK DEVICES, HARDWARE AND SYSTEMS**: OTM shall only be responsible for providing Services to network devices, hardware and Systems identified by the Client and OTM and set forth in the latest Requested Services and covered by RMM. OTM may, in its sole discretion, deny requests to add devices, hardware or systems. The Client shall bear the responsibility to isolate and protect the System by not allowing additional devices, hardware or system on the System unless approved by OTM. OTM shall have no responsibility for any devices, hardware or

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systems or damage resulting therefrom that are added to the System without OTM's approval. OTM shall have the right to immediately terminate this MSA or any Quote if devices, hardware or systems are added without their approval. If Client obtains new devices, hardware or systems and wishes to request OTM's services to extend to new devices, hardware or systems, said extension shall not take effect unless and until each Party agrees in writing to new Quote and the device is added to the RMM. Said written, signed Quote shall then become an addendum to this MSA or any Quote and incorporated herein. OTM reserves the right to deny any requests for additional services and/or additional hardware/systems for any reason in its sole discretion.

1.13 **AUTHORIZED CONTACT(S)**. Client understands and agrees that OTM will be entitled to rely on any directions or consent provided to OTM by any of the Client's authorized contacts ("**Client Authorized Contacts**"), as indicated in an applicable Quote. If no Client Authorized Contact is identified in an applicable Quote, then Client Authorized Contact will be the person(s) who signed the applicable Quote. If Client desires to change the Authorized Contact(s), please notify OTM of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.

1.14 **SHARED ADMINISTRATOR CREDENTIALS**. If Client shares server, network, or software application administrative credentials, OTM will not be held legally liable or responsible for any outages, errors, breaches, data loss and misconfiguration since multiple administrators from different companies jeopardizes the integrity of the support outlined in these Terms.

2. CONFIDENTIALITY AND NON-DISCLOSURE.

2.1 **DEFINITION OF CONFIDENTIAL INFORMATION.** As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), in any format whether oral, written, electronic, or other, that is designated as confidential.

2.2 Client Confidential Information shall include any personally identifiable information or protected health information of Client employees, Client customers, and Client Data. Client acknowledges and agrees that these Terms do not constitute a Business Associates Agreement ("**BAA**") as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996 and as amended), and that the requirement for any such agreement in addition to these Terms may be necessary to provide the Services hereunder. Client acknowledges and agrees that Third-Party Service Providers (defined in Section 1.3 above) and Third-Party Product Vendors (defined in Section 1.4 above) are not parties to any Quote, these Terms or other agreement with OTM unless specifically agreed in writing, and Client must obtain a separate BAA with the Third-Party Service Provider or Third-Party Product Vendor. Client shall be solely responsible for the consequences, if any, of moving forward with the Services hereunder without such a BAA and shall be the sole judge of the necessity for a BAA in

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addition to these Terms. Furthermore, Client hereby agrees to defend, indemnify and hold harmless OTM and any affiliated company, and OTM's respective present and former shareholders, members, officers, directors and employees and its attorneys and agents, and OTM's predecessors, successors, insurers, assigns, heirs, executors and administrators (collectively referred to as the "Indemnitee"), from and against any and all claims, demands, causes of action, actions, judgments, liabilities, losses, costs and expenses, including attorneys' fees and costs, as they occur, brought against, imposed upon, or incurred or suffered by, the Indemnitee which in any way relate to (i) the failure of Client to comply with these Terms in proper handling of protected health information, (ii) the absence of any necessary BAA, or (iii) failing to notify OTM of the necessity of a BAA.

2.3 Confidential Information of each Party shall include the terms and conditions of these Terms and all-Requested Services as well as business and marketing plans, technology and technical information, products, services, product plans and designs, trade secrets, and business processes disclosed by such Party.

2.4 Confidential Information (other than Client Data) shall not include any information that:

(a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
(b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,
(c) is received from a third-party without breach of any obligation owed to the Disclosing Party, or
(d) was independently developed by the Receiving Party without use of any Confidential Information.

2.5 **PROTECTION OF CONFIDENTIAL INFORMATION**. The Receiving Party shall:
(a) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care,
(b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms or otherwise in any manner to the Disclosing Party's detriment, and
(c) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, subcontractors and agents who need such access for purposes consistent with these Terms.

2.6 **NON-DISCLOSURE**. Neither Party shall disclose these Terms or any Requested Services to any third-party other than its affiliates, legal counsel, and accountants without the other Party's prior written consent.

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2.7 **COMPELLED DISCLOSURE**. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a Party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

2.8 **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**. Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party may retain a copy of any Confidential Information to the extent (a) required by applicable law or (b) it would be unreasonably burdensome to destroy. In the event that return, or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of these Terms to the retained Confidential Information.

3. **PROVISION OF MATERIALS AND SERVICES TO OTM.** Client agrees to timely furnish, at Client's own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe workspaces for purposes of OTM or its subcontractors, performing the Services. Client will also provide OTM or its subcontractors, with access to all information, passwords and facilities requested by OTM that is necessary for OTM or its subcontractors, to perform the Services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that OTM or its subcontractors, may be unable to perform their duties adequately. and if such a situation should exist, Client will hold the OTM harmless.

4. **RESPONSIBILITY FOR EQUIPMENT.** Client acknowledges that from time to time (a) OTM may identify additional items that need to be purchased by Client, and (b) changes in Client system may be required in order for OTM to meet Client requirements. In connection therewith, Client agrees to work in good faith with OTM to effectuate such purchases or changes, and such changes shall be set forth in a new Quote for Requested Services. If OTM is required to purchase any assets, including computer hardware and/or software, in connection with OTM providing the Services, all such assets will remain the sole property of OTM, except those assets sold by OTM to Client or procured by OTM on Client's behalf shall be the sole property of Client. Client will take such reasonable precautions to ensure the quality, completeness and workmanship of any item or equipment or hardware furnished by Client, and for ensuring that the materials provided to OTM or its subcontractors, do not infringe or violate the rights of any third-party. Unless Backup and Recovery Services are expressly identified in an applicable Quote or Service Guide, OTM does not provide backup, restoration, retention, or disaster recovery services.

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It is the Client's responsibility for any failure or malfunction of electrical or telecommunications infrastructure or services that causes damage to OTM's products or services and OTM disclaims all responsibility for any loss including data.

5. **CLIENT DATA OWNERSHIP AND RESPONSIBILITY.** Client shall bear sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or proprietary material submitted by Client to OTM.

6. **INTELLECTUAL PROPERTY.** OTM retains all intellectual property rights in and to any property invented or composed in the course of or incident to OTM's performance of these Terms or the Requested Services, as well as any software, materials, or methods created prior to or after conclusion of OTM's Services ("**Intellectual Property**"). Client acquires no right or interest in or to any such Intellectual Property, by virtue of these Terms or the Services performed under these Terms by OTM, other than the limited license granted in Section 7.

6.1 Client may only use and disclose Intellectual Property in accordance with the terms of these Terms and applicable Requested Services. OTM reserves all rights in and to the Intellectual Property not expressly granted in these Terms. Client may not disassemble or reverse engineer any Intellectual Property or decompile or otherwise attempt to derive any software source code within the Intellectual Property from executable code, except to the extent expressly permitted by applicable law despite this limitation or provide a third-party with the results of any functional evaluation, or benchmarking or performance tests on the Intellectual Property, without OTM's prior written approval. Except as expressly authorized in these Terms or any Requested Services, Client may not (a) distribute the Intellectual Property to any third-party (whether by rental, lease, sublicense or other transfer), or (b) operate the Intellectual Property in an outsourcing or OTM business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Intellectual Property.

7. **LICENSE AGREEMENTS.**

7.1 **LICENSE.** Subject to these Terms, OTM grants Client a perpetual, non-exclusive, non-transferable license to use all programming, documentation, reports, and any other product provided as part of the Services solely for Client's own internal use and no other purpose with OTM's prior written consent. At all times, all software on the System must be genuine and licensed, and Client agrees to provide OTM with proof of such licensing upon its request. If OTM requires Client to implement certain minimum hardware or software requirements ("**Minimum Requirements**"), Client agrees to do so as an ongoing requirement of OTM providing its Services to Client.

7.2 **SOFTWARE INSTALLATION OR REPLICATION.** If OTM is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is

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properly licensed. Client's act of providing any software to OTM will be deemed Client's affirmative acknowledgement to OTM that Client has a valid license that permits OTM to perform the Services related thereto. In addition, Client is sole responsible for monitoring Client equipment for the installation of unlicensed software. Client will indemnify, defend, and hold harmless OTM against any and all losses, costs, liabilities, damages and expenses OTM may incur (including reasonable attorney's fees and disbursements) related to any Client materials that infringe upon any intellectual property rights of third parties, or any breach of this Section by Client.

7.3 **PRE-EXISTING LICENSE AGREEMENTS.** Any software Product provided to Client by OTM as a reseller for a third-party, which is licensed to Client under a separate software license agreement with such third-party, will continue to be governed by the third-party license agreement.

7.4 **EULA.** Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("**EULAs**"). If the acceptance of a EULA is required to provide the Services to Client, then Client hereby grants OTM permission to accept the EULA on Client behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in these Terms. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, OTM is required to comply with a third-party EULA and the third-party EULA is modified or amended, OTM reserves the right to modify or amend any applicable Requested Services with Client to ensure its continued compliance with the terms of the third-party EULA. Client agrees to hold harmless and Indemnify OTM against Client violation of any of the terms and conditions included in the subject EULA.

8. **OTM'S EMPLOYEES, AGENTS OR SUBCONTRACTORS.** Non-Solicitation and Conversion Fee.
(a) Restrictive Covenant. Client acknowledges that OTM invests substantial resources in the recruitment, screening, training, integration, and ongoing management of its employees, agents, and independent contractors. Accordingly, during the term of any Requested Services and for a period of twelve (12) months following the termination or expiration of the applicable Service schedule or Quote (the "**Restricted Period**"), Client shall not, directly or indirectly, solicit, recruit, hire, engage, or contract with any employee, agent, or subcontractor of OTM who was assigned to, performed services for, or communicated with Client in connection with the Services provided under this Agreement.
(b) Passive Response Exception. General solicitations of employment published to the general public (such as open job board postings or newspaper advertisements) that are not specifically targeted at personnel, OTM and any resulting hiring where the individual initiated contact without direct or indirect encouragement from Client, shall not constitute a breach of section (a).
(c) Liquidated Placement & Conversion Fee. The parties mutually acknowledge and agree that the loss of a trained worker causes immediate and substantial operational disruption, lost billable productivity, customer service impairment, and replacement costs that are difficult and impractical to measure accurately at the time of contracting. Therefore, in the event Client hires, engages, or contracts directly or

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indirectly with any covered employee, agent, or subcontractor of OTM in violation of subsection (a), Client agrees to pay OTM, as a reasonable pre-estimate of OTM's damages and lost investment—and not as a penalty—a liquidated Placement and Conversion Fee equal to one hundred percent (100%) of the individual's highest annualized gross compensation (including base salary, targeted bonuses, or contract rate equivalent) earned during their engagement with OTM, or Fifty Thousand Dollars ($50,000.00), whichever amount is greater.
(d) Payment Terms & Remedies. Payment of the Placement & Conversion Fee shall be due in full within thirty (30) calendar days of the individual's start date with Client or the commencement of services. The parties expressly agree that payment of this fee represents reasonable, exclusive liquidated monetary compensation for the loss of personnel. Nothing in this section shall limit OTM's right to seek equitable remedies, including temporary or permanent injunctive relief, to restrain or prevent an ongoing or threatened breach of this section.

9. **WARRANTY.** OTM warrants that the Services will be performed by qualified personnel and in a manner consistent with commercial industry standards for similar services. OTM does not make any warranty with respect to Third Party Products, and Client must look to warranties (if any) from the Third-Party Product Vendor with respect to such Third-Party Products. The warranties described in this Section 9 shall be deemed null and void to the extent an applicable Requested Service is (i) altered, modified or repaired by persons other than OTM, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by OTM (ii) misused, abused, or not operated in accordance with the specifications of OTM or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than OTM or persons approved or designated by OTM. OTM does not guarantee or promise any cost savings, profits, or returns on investment, delay in delivery or performance, including those delays caused by supply-chain delays or disruptions.

10. **SOFTWARE HARDWARE & SECURITY.** Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. Therefore, Client must maintain proper security for Client System including but not limited to software and hardware updates that are made available by the manufacturer. Client agrees to promptly apply all necessary software and hardware updates and, at all times, comply with all applicable national, industry, regulatory, and security standards, policies, and procedures to which Client is or may be subject ("**Applicable Standards**").

11. **CLIENT CYBERSECURITY.** OTM recognizes that cybersecurity is a critical component of maintaining a secure and resilient IT environment. Unless otherwise specified in the applicable Quote or Service Guide, OTM will provide only those cybersecurity monitoring, detection, response, and protection services expressly identified within the Services purchased by Client. Services not specifically included in the applicable Quote are outside the scope of Services.
Where cybersecurity monitoring services are included, OTM may provide monitoring, alerting, investigation assistance, and other security-related activities as described in the applicable Service Guide. However, no cybersecurity solution can eliminate all risk, and OTM does not guarantee that all

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cyber threats, security incidents, unauthorized access attempts, malware infections, or other malicious activities will be detected, prevented, or remediated.
Because cyber threats continually evolve, Client remains responsible for maintaining appropriate security policies, user training, access controls, regulatory compliance, cyber insurance, and business continuity procedures. OTM may recommend additional security solutions or services to enhance Client's security posture, but ultimate responsibility for cybersecurity risk management rests with Client. Security Incident response services are excluded unless expressly included in a Quote, Statement of Work, or Incident Response Agreement.

Client shall:

- Maintain MFA where offered.
- Notify OTM of suspected incidents.
- Protect credentials.
- Remove terminated employees promptly.
- Follow security recommendations.

12. **REGULATORY COMPLIANCE.** Client must disclose to OTM all Applicable Standards. Client acknowledges and agrees that the Requested Services alone will not achieve compliance with Applicable Standards without the Client taking additional action to ensure compliance. Client is solely responsible for reviewing their operations with qualified legal counsel or advisors to determine its Applicable Standards. Client acknowledges that OTM does not provide any legal, regulatory, or similar compliance services or solutions, and the Requested Services provided by OTM are solely limited to those indicated in the Quote or any subsequent Quote's. OTM will review the Applicable Standards identified and supplied by Client to OTM and will expressly accept or deny OTM's ability to comply with such Applicable Standards in the applicable Quote. Client is solely responsible for ensuring that its materials or other information do not constitute or contain any Prohibited Data.

13. **UNAUTHORIZED INFORMATION TRANSFER.** In no event shall OTM or its subcontractors, whether under these Terms, a Requested Service, or any Quote, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, or with respect to any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach or other form of cyberattack, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if Client's data or Systems are breached because of the distribution of and Client's response to, unsolicited email, direct mail, facsimiles, unsolicited text messages, voice calls, telemarketing or because of the collection of information by means of any form of electronic malware, wiretapping, bugging, video cameras or identification tags.

14. **EXTRAORDINARY EVENTS.** In no event shall OTM or its subcontractors, whether under these Terms, Requested Services or subsequent Quote, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any

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direct, indirect or consequential losses or expenses**,** including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of a cyberattack or any other event not contemplated by these Terms.

15. **LIMITATION OF LIABILITY. THIS PARAGRAPH LIMITS THE LIABILITIES ARISING UNDER THESE TERMS, ANY QUOTE OR ANY REQUESTED SERVICES. THE PARTIES ACKNOWLEDGE AND AGREE OTM WOULD NOT ENTER INTO THESE TERMS WITHOUT THE LIMITATIONS DESCRIBED IN THIS SECTION. IN NO EVENT OR CIRCUMSTANCE SHALL OTM OR ANY OF OTM'S AFFILIATES FOR THEMSELVES AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE TO CLIENT OR ANY OF CLIENT'S AFFILIATES AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, NOMINEES, CONSULTANTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, SPECULATIVE, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT LOSSES OR DAMAGES; LOSS OF GOODWILL; LOST PROFITS; LOSS OF BUSINESS; WORK STOPPAGE; DATA LOSS; LOSS OF INTELLECTUAL PROPERTY; COMPUTER FAILURE OR MALFUNCTION; OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS DAMAGES ATTRIBUTABLE OR RELATED TO OTM'S PERFORMANCE OF THE REQUESTED SERVICES OR OBLIGATIONS UNDER THIS AGREEMENT. OTM'S AGGREGATE LIABILITY RELATING TO ANY OF THE REQUESTED SERVICES OR THESE TERMS OR A QUOTE SHALL BE STATED IN THE APPLICABLE QUOTE BETWEEN THE PARTIES. IF A QUOTE DOES NOT EXPRESSLY STATE A LIMITATION OF LIABILITY AMOUNT, OTM'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE APPLICABLE SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO OTM FOR THE AFFECTED SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
EACH PARTY SHALL HAVE TWELVE (12) MONTHS FROM THE ACCRUAL OF A CAUSE OF ACTION TO BRING SUCH ACTION. IF EITHER PARTY FAILS TO BRING SUCH ACTION WITHIN TWELVE (12) MONTHS OF ITS ACCRUAL, THEN SUCH PARTY SHALL BE DEEMED TO HAVE WAIVED WHATEVER RIGHTS SUCH PARTY MAY HAVE HAD IN RELATION TO SUCH CAUSE OF ACTION INCLUDING ALL LEGAL AND EQUITABLE REMEDIES.

16. **MUTUAL INDEMNIFICATION AND HOLD HARMLESS.** Subject to Section 15 above, each Party agrees to indemnify, defend and hold the other Party (and such Party's affiliates, agents, employees, officers, directors, members, shareholders, nominees, consultants, subcontractors, representatives, successors, and assigns) harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "**Damages**") that arise from, or are related to, (i) the breach of this Agreement by such Party against whom indemnification is claimed or sought; (ii) any fraud, willful misconduct, or gross negligence solely undertaken or caused by the Party against whom indemnification is claimed or sought; or (iii) Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work solely

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undertaken or caused by the Party against whom indemnification is claimed or sought in connection with the performance of such party's duties or obligations under the Terms or any Quote; provided, however, that the indemnification obligations set forth in (i) and (ii) shall not apply in the event of any joint, concurring, comparative, or contributory fraud, willful misconduct, or gross negligence. The preceding indemnification obligations are conditioned on any indemnified Party: (i) notifying the indemnifying Party promptly in writing of such action; (ii) reasonably cooperating and assisting in such defense; and (iii) giving sole control of the defense and any related settlement negotiations to the indemnifying Party with the understanding that the indemnifying Party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified Party, without consent.

17. **OTM INSURANCE.** OTM agrees to maintain insurance coverage that is reasonably required in connection with these Terms or any Quote, including but not limited to, workers compensation and general liability. OTM agrees to maintain a general liability and cyber liability errors and omissions insurance policy with a limit not less than $1,000,000 per occurrence. Upon request by Client, OTM shall provide certificates of insurance evidencing such insurance signed by an authorized representative of the insurer.

18. **CLIENT INSURANCE.** Client agrees to maintain, at its sole cost and expense, insurance coverage that is reasonably required by OTM in connection with these Terms or any Quote, including, without limitation, general liability, cyber and privacy liability. Upon request by OTM, Client shall provide certificates of insurance evidencing such insurance signed by an authorized representative of the insurer, including proof of payment of any applicable premiums or amounts due thereunder. In the event Client fails to maintain the required insurance coverage, OTM may, at its sole discretion, suspend the Requested Services until Client provides evidence of the required insurance or may terminate the Terms or any Quote for a material breach. If Client is supplied with any OTM equipment, Client agrees to acquire and maintain, at its sole cost, insurance for the full replacement value of that equipment.

18.1 **CYBER AND PRIVACY INSURANCE**. Client acknowledges that Client is solely responsible for obtaining and maintaining, for the duration of these Terms, its own Cyber and Privacy Liability Insurance to adequately insure its cyber exposures. Client acknowledges that OTM does not provide Client with any form of Cyber and Privacy Liability or other insurance coverage in connection with the Services or an executed Quote and that Client's use of the Services does not, in any way: (i) replace a Cyber and Privacy Liability policy, (ii) mitigate Client's need for Cyber and Privacy Liability insurance coverage or (iii) relieve Client's responsibility for obtaining its own Cyber and Privacy Insurance coverage.

18.2 **MUTUAL WAIVER OF SUBROGATION.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER PARTY FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY, PROFESSIONAL LIABILITY, GENERAL LIABILITY, PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER AND PRIVACY OR OTHER COMMERCIAL LIABILITY INSURANCE

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OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD OTM OR ITS SUBCONTRACTORS AND/OR THIRD-PARTY SERVICE PROVIDERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT CLIENT INSURANCE POLICIES REFERENCED ABOVE PROVIDE FOR THE WAIVER OF SUBROGATION INCLUDED IN THE TERMS OF SERVICE.

19. **DISCLAIMERS**. The express remedies set forth in these Terms will constitute Client's exclusive remedies, and OTM's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

EXCEPT FOR THE WARRANTIES MADE BY OTM IN SECTION 9, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." OTM DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

OTM PROVIDES NO WARRANTY THAT THE REQUESTED SERVICES OR ANY DELIVERABLES WILL MEET ANY OF CLIENT'S REQUIREMENTS EXCEPT AS SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

No statement by any OTM employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify these Terms in any way whatsoever.

20. **SEVERABILITY.** If any provision hereof or any Quote is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Quote will be valid and enforceable to the fullest extent permitted by applicable law. The invalidity of any part of these Terms shall not render invalid the remainder of the Terms.

21. **AMENDMENT.** OTM may modify the Service Guide, operational procedures, and other documents incorporated into this Agreement upon prior written notice to Client. However, any modification that materially affects the parties' legal rights or obligations, including limitations of liability, indemnification obligations, payment terms, ownership rights, or termination rights, shall require the mutual written agreement of both parties.

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22. **RELATIONSHIP.** Each Party is an independent contractor, and these Terms do not make the Parties principal and agent, partners, employer and employee; nor do these Terms create a joint venture. It is further understood that there is no relationship, including but not limited to a partnership, joint venture, subcontractor or other commission-based relationship, between any third party that referred OTM or Client to the other Party.

23. **LAW.** These Terms shall be governed by and construed in accordance with the laws of the State of Florida without reference to principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Florida.

24. **WAIVER.** Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

25. **FORCE MAJEURE.** Neither Party will be liable to the other Party for delays or failures to perform its obligations under these Terms, any Quote, or any Requested Services or because of circumstances beyond such Party's reasonable control. Such circumstances include, but will not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, pandemic, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware solution, or if such loss, delay or failure to perform was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God, national or global pandemic, or other physical event and civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and/or threat therefrom.

26. **DATA ACCESS/STORAGE.** Depending on the Service provided, a portion of Client data may occasionally be accessed or stored on secure servers located outside of the United States. Client agrees to notify OTM if Client requires OTM to modify its standard access or storage procedures.

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27. **ASSIGNMENT.** Client shall not assign, transfer, subcontract, or delegate any of its rights, duties, and/or obligations under these Terms or any Quote without the prior written consent of the OTM. Client shall not effectuate a change of control of its business, including but not limited to, any merger, acquisition, consolidation, or sale of all or substantially all of its assets, without the prior written consent of OTM. For purposes of this Agreement, "change of control" shall mean any transaction or series of transactions in which the ownership or control of Client is transferred or altered such that the persons or entities that control Client, directly or indirectly, are changed. These Terms and any Quote will be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. OTM may assign, transfer, subcontract, or delegate any of its rights, duties, and/or obligations under these Terms or any Quote to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of its business, or any other transaction in which ownership of more than fifty percent (50%) of its voting equity is transferred; provided, however, that such successor or assignee expressly assumes OTM's obligations hereunder in writing.

28. **SURVIVAL.** The provisions contained in this MSA or any Quote that by their context are intended to survive termination or expiration will survive.

29. **FEES AND PAYMENT.**

a. Fees. Client agrees to pay all fees, charges, costs, and expenses for the Services in accordance with the pricing, billing terms, payment schedules, and other provisions set forth in the applicable Quote and this Agreement (collectively, the "Fees"). Unless otherwise stated in the applicable Quote, Fees for recurring Services will be billed in advance and are non-refundable.

In addition to the Fees, Client shall reimburse OTM for reasonable, out-of-pocket expenses incurred in connection with providing the Services ("Reimbursable Expenses"), including but not limited to shipping, courier charges, required software or licensing activation fees, data migration tools, and similar costs. OTM will obtain Client's prior approval before incurring any individual Reimbursable Expense exceeding $250.

Client is also responsible for all applicable taxes, duties, levies, assessments, and governmental charges arising from the Services, excluding taxes based on OTM's net income. If Client is exempt from any applicable tax, Client must provide valid documentation supporting such exemption before invoicing.

b. Payment Terms; Nonpayment. Unless otherwise stated in the applicable Quote, all invoices are due and payable within thirty (30) days of the invoice date. Any undisputed amount not paid when due will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until paid in full.

If Client fails to timely pay any undisputed invoice, OTM may, upon written notice, suspend some or all Services until the account is brought current. Fees for recurring Services will continue to accrue during any suspension period. Client must notify OTM in writing of any invoice dispute within thirty (30) days of the invoice date. Failure to do so will constitute Client's acceptance of the invoice and waiver of any related dispute. OTM may charge a reasonable reconnection or restoration fee if Services are suspended due to nonpayment.

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c. Minimum Monthly Commitment. If the applicable Quote includes recurring Services, the monthly recurring fees identified in the Quote shall constitute the minimum monthly commitment for the term of the applicable Services. Client acknowledges that recurring fees will not be reduced based solely on a decrease in the number of users, devices, locations, or other service metrics unless otherwise approved by OTM in writing. Any adjustment to recurring Service quantities or billing metrics must be agreed to in writing by both parties.

d. Fee Adjustments. OTM may increase Fees upon at least thirty (30) days prior written notice to Client. Such adjustments may reflect increases in labor costs, operational expenses, inflation, third-party licensing fees, supplier pricing, expanded service requirements, or other business-related factors. If a fee increase exceeds the greater of the annual percentage increase in the Consumer Price Index (CPI) or five percent (5%) during any twelve-month period, Client may terminate the affected recurring Service by providing written notice prior to the effective date of the increase. Any such termination will not relieve Client of its obligation to pay all accrued Fees and non-cancelable costs incurred through the effective termination date.

Fee increases resulting directly from third-party vendors, software publishers, cloud providers, telecommunications carriers, security providers, distributors, manufacturers, or other suppliers are separate from and in addition to any Fee adjustments described above and may be passed through to Client upon notice.

e. Payment Method. Unless otherwise specified in the Quote, Client shall remit payment via Automated Clearing House (ACH), electronic funds transfer, or another payment method approved by OTM. Client authorizes OTM to initiate electronic debits for amounts due under this Agreement where ACH payment processing has been authorized.

OTM reserves the right to assess a convenience fee for payments made by credit card, not to exceed OTM's actual processing costs. Any returned payment, failed electronic debit, chargeback, or insufficient funds transaction may be subject to a service charge of twenty dollars ($20.00) or the maximum amount permitted by law, whichever is less.

f. Extraordinary Costs and Emergency Conditions. If OTM incurs additional costs in providing or supporting the Services due to a declared national, state, regional, or local emergency, natural disaster, public health emergency, supply chain disruption, fuel shortage, labor shortage, utility interruption, or other circumstance beyond OTM's reasonable control, OTM may invoice Client for such reasonable and documented costs to the extent necessary to continue providing the Services. Examples include increased transportation costs, emergency procurement expenses, temporary staffing costs, protective equipment, or similar expenditures directly related to the delivery of the Services.

g. Third-Party Products and Licensing. Client acknowledges that certain Services may require software licenses, subscriptions, cloud services, security products, telecommunications services, or other third-party products. Unless expressly stated otherwise in the applicable Quote, fees associated with such third-party products may be adjusted during the term to reflect changes imposed by the applicable provider, distributor, or manufacturer, and such increases may be passed through to Client upon notice. OTM will use commercially reasonable efforts to notify Client of material increases as soon as practicable.