

Master Services Agreement

Cambium Data, Inc. • 6542 S 118th St, Omaha, NE 68137

Effective Date: September 25, 2026

Version 1.0

This Master Services Agreement (this "MSA") sets out the general terms on which Cambium Data, Inc., a Nebraska corporation with its principal office at 6542 S 118th St, Omaha, NE 68137 ("Cambium," "we," or "us"), provides information technology services to the customer named in an Order ("Client" or "you"). Cambium and Client are each a "party."

1. How This Agreement Works

1.1 The documents that make up the Agreement

Our relationship is governed by a set of documents that work together (collectively, the "Agreement"):

- this MSA, which contains the terms that apply to every engagement;
- one or more Orders, which state what you are buying, the quantities, the price, and the Service Term;
- the Service Attachment for each type of service listed in an Order (for example, Managed Services, Co-Managed Services, Compliance Services, or Penetration Testing);
- the Data Processing Agreement, when an Order says that Regulated Data is involved; and
- the Schedule of Third-Party Services.

1.2 Which document wins

If two documents disagree, we will read them in this order of priority: (a) the Data Processing Agreement, but only on questions about the handling of Regulated Data; (b) the Order, but only on scope, quantities, pricing, and Service Term; (c) the Service Attachment, but only for the service it describes; (d) this MSA; and (e) the Schedule of Third-Party Services. A lower-priority document can override a higher one only if it says so expressly and refers to the provision being changed.

1.3 Acceptance

You accept the Agreement when you sign an Order (in ink or electronically), or when you first use Services delivered under an Order, whichever happens first. Purchase orders and other forms you send us are for your internal convenience only; any terms printed on them do not apply.

2. Definitions

The following terms have the meanings below throughout the Agreement, including every Service Attachment, the Data Processing Agreement, and the Schedule of Third-Party Services. Other terms are defined where they first appear.

- "AI Tools" means software that uses machine learning, large language models, or similar techniques to generate content, summarize information, classify data, or recommend or take actions, along with scripting and automation platforms that rely on those techniques.

- "Business Day" means Monday through Friday, excluding the holidays Cambium observes under Section 17.1.
- "Business Hours" means 8:00 a.m. to 5:00 p.m. Central Time on Business Days, unless an Order states different hours.
- "Client Data" means data, files, and content that you or your users store on, process through, or transmit using systems that Cambium manages or supports, including personal information about your employees and customers. Client Data does not include Cambium Materials or Service Data.
- "Cambium Materials" means the tools, scripts, templates, configurations, documentation, know-how, methods, and other materials that Cambium creates or uses to deliver the Services, including improvements to them, whether created before or during the Agreement.
- "Confidential Information" has the meaning given in Section 9.1.
- "Cyber Event" means any malicious or unauthorized activity by someone other than Cambium or its personnel that affects your systems or Client Data, including ransomware, malware, phishing and business-email compromise, credential theft, denial-of-service attacks, fraudulent payment instructions, and intrusions by hackers or insiders.
- "Equipment" means hardware that Cambium owns and places at your location or ships to you so that we can deliver the Services. Hardware that you buy from us, or that we buy on your behalf, is not Equipment.
- "Fees" means all amounts payable to Cambium under the Agreement.
- "Off-Boarding" means the work involved in moving Services away from Cambium, whether to you or to another provider, when an Order ends.
- "Order" means a quote, proposal, statement of work, or order form, signed or accepted by Client, that references this MSA.
- "Regulated Data" means information whose handling is governed by a specific privacy or security law or contract standard, such as protected health information under HIPAA, nonpublic personal information under the Gramm-Leach-Bliley Act, payment card data subject to PCI DSS, or personal data subject to the GDPR or a U.S. state consumer privacy law.
- "Security Incident" means a confirmed event in which Client Data in Cambium's possession or under Cambium's direct control was accessed, acquired, disclosed, altered, or destroyed without authorization. An event is "confirmed" when Cambium has determined, based on the evidence reasonably available to it, that unauthorized access or acquisition actually occurred; an alert, a suspicion, or an investigation in progress is not confirmation.
- "Service Attachment" means a Cambium document that describes a particular type of service and the terms specific to it.
- "Service Data" means technical and operational data generated in the course of delivering the Services, such as device inventories, performance metrics, alert logs, and ticket history.
- "Service Start Date" means the date stated in an Order on which billing for recurring Services begins.
- "Service Term" means the Initial Term and any Renewal Terms of an Order, as described in Section 6.
- "Services" means the services described in an Order and the applicable Service Attachment.
- "Third-Party Services" means software, cloud services, hardware, connectivity, and other products or services that are supplied by a company other than Cambium, whether we resell them to you, use them to deliver the Services, or you buy them directly.

3. The Services

3.1 What we will do

Cambium will provide the Services described in each Order and its Service Attachment. Anything not described there is outside the scope of the Agreement, and no additional service or duty will be implied from past practice, courtesy help, or the fact that a task is related to something we do. We are glad to take on additional work, but it requires a new or amended Order or a written change request that we both approve. Where no rate is stated, additional work is billed on a time-and-materials basis at our standard rates then in effect.

3.2 Work we may decline

We may decline any request that we reasonably believe would be unlawful, would create a meaningful security or safety risk, would breach a third party's license terms, or falls outside the kind of work Cambium normally performs. We are also not obligated to support third-party products that their maker no longer supports, that we have not approved for use in your environment, or that you chose against our written advice.

3.3 Our personnel and subcontractors

We decide which of our employees and contractors perform the Services. We may use subcontractors and Third-Party Services to deliver parts of the Services. When we use a subcontractor, Cambium remains responsible to you for the subcontractor's performance of our obligations, subject to Section 13.

3.4 Use of AI Tools and automation

(a) By Cambium. We may use AI Tools and automation to help deliver the Services, for example to triage and summarize tickets, draft documentation, analyze logs and alerts, write or review scripts, and automate routine maintenance. When we do: (i) we will use business-grade tools whose terms do not allow the vendor to use your Client Data or Confidential Information to train models that are available to other customers; (ii) a qualified Cambium team member will review AI-generated scripts, configuration changes, and client-facing recommendations before they are applied to your production systems, except for pre-approved automations that operate within limits we have tested; (iii) our confidentiality and data-handling obligations under the Agreement continue to apply; and (iv) we will not enter Regulated Data into an AI Tool unless that tool is covered by the Data Processing Agreement. AI output can be wrong, and our responsibility for work that uses AI Tools is the same as for any other work under the Agreement: no more and no less.

(b) By Client. You decide whether and how your organization uses AI Tools, including copilots and chat assistants built into software we support. You are responsible for your own use of AI Tools, for the data you choose to put into them, and for how you rely on their output. If you would like help setting up AI Tools securely (for example, access controls and data-loss settings), we can provide that under an Order.

4. Fees, Invoicing, and Payment

4.1 Fees

You will pay the Fees stated in each Order. Recurring Fees begin on the Service Start Date and are billed monthly in advance unless the Order states otherwise. Project and time-and-materials work is billed as performed or on the milestones stated in the Order.

4.2 Payment terms

Invoices are due within fifteen (15) days after the invoice date unless the Order states a different due date. We encourage payment by ACH or automatic payment. Credit card payments are processed through Cambium's payment provider, and Cambium does not add a surcharge or convenience fee to card payments.

4.3 Late payments

Any amount not paid by its due date accrues a late charge at 1.5% per month (18% per year), capped at the highest rate Nebraska law allows, from the due date until paid. We may also charge a returned-payment fee of \$35 for any payment that is returned or declined.

4.4 Billing questions and disputes

If you believe an invoice is wrong, tell us in writing before the due date and explain which charges you question and why. Please pay the invoice in full by its due date while we look into it; raising a question does not extend the due date or stop late charges. We will work with you in good faith to resolve the question within thirty (30) days, and any amount we agree was billed in error will be credited on your next invoice (or refunded if no further invoices are expected). Invoices not questioned in writing within sixty (60) days after the invoice date are considered accepted.

4.5 After-hours and holiday work

Unless your Order includes after-hours coverage, work that you request outside Business Hours is billed at one and one-half (1.5) times our standard hourly rate, and work on a Cambium-observed holiday is billed at two (2) times our standard hourly rate. Each after-hours or holiday engagement has a one-hour minimum.

4.6 Expenses and pass-through costs

You will reimburse our reasonable out-of-pocket expenses, such as travel beyond the Omaha metropolitan area, shipping, and third-party charges we incur on your behalf. We will ask for your approval before incurring any single expense over \$500 that is not described in an Order. Hardware, software licenses, and other Third-Party Services are billed as stated in the Order.

4.7 Taxes

Fees do not include sales, use, excise, telecommunications, or similar taxes or government-imposed fees. You are responsible for those amounts (other than taxes on Cambium's income), and we will list them on your invoices where we are required to collect them.

4.8 Price changes

(a) Annual adjustment. Once in any twelve (12) month period, we may increase the recurring Fees under an Order by up to five percent (5%) by giving you at least thirty (30) days' written notice. An increase of more than five percent (5%) requires at least sixty (60) days' written notice, and before it takes effect you may end the affected Order, effective on the date the increase would apply, without owing an early termination fee under Section 6.3 (amounts already owed and non-cancellable commitments under Section 13.4 remain payable).

(b) Vendor pass-through changes. If a supplier of a Third-Party Service raises its price to us, or a government body imposes a new tax, fee, or surcharge, we may pass the increase through to you at cost starting with the next billing cycle after we notify you. These pass-through changes do not count toward the annual limit in Section 4.8(a).

(c) Hourly and standard rates. Hourly, time-and-materials, project, and other standard rates are those in effect when the work is performed and are not subject to Section 4.8(a).

(d) Quantity changes. Fees change automatically as the number of users, devices, locations, or licenses covered by an Order changes, as described in the applicable Service Attachment.

4.9 Delays you cause

If we cannot begin or continue the Services on schedule because you have not provided access, information, approvals, or other help you owe us under the Agreement, recurring Fees still begin on the scheduled Service Start Date, and we may adjust project timelines and charge for any extra time the delay causes.

5. Suspension

5.1 When we may suspend

We may suspend all or part of the Services: (a) if any amount is past due and remains unpaid ten (10) Business Days after we send written notice; (b) immediately, if we reasonably believe that suspension is necessary to contain an active Cyber Event, to prevent harm to our systems or other clients, or to comply with law; or (c) if you interfere with, disable, or remove Cambium's monitoring or security tools, or give us reason to believe our access is being misused; or (d) as permitted in a Service Attachment.

5.2 Restoring service

After we suspend for non-payment, we will restore the Services within a reasonable time after you pay all overdue amounts plus a reactivation fee equal to one (1) full month of the recurring Fees for the affected Services. Before restoring service we may check your environment and bring it back up to our security standards, and that work is billable. Recurring Fees continue during a suspension caused by your non-payment or breach. While Services are suspended for non-payment or breach, we may also hold back non-essential transition help, documentation, and Cambium Materials until the matter is resolved, but we will not use suspension to deny you access to your own Client Data stored in your systems or tenants. Suspension does not limit our right to terminate.

6. Term, Renewal, and Termination

6.1 Term of this MSA

This MSA begins on the Effective Date and continues until every Order under it has ended. Either party may end the MSA itself on thirty (30) days' written notice when no Order is in effect.

6.2 Service Term and automatic renewal

Each Order has an initial term stated in the Order (the "Initial Term"), which starts on the Service Start Date. If the Order does not state a term, the Services are month-to-month. At the end of the Initial Term, the Order renews automatically for successive twelve (12) month periods (each a "Renewal Term") unless either party gives written notice of non-renewal at least sixty (60) days before the current term ends. As a courtesy we try to remind you before that notice deadline, but renewal does not depend on whether a reminder is sent or received. Month-to-month Services may be ended by either party with thirty (30) days' written notice, effective at the end of a calendar month.

6.3 Early termination by Client for convenience

After the first ninety (90) days of a Service Term, you may end an Order before its term expires by giving us sixty (60) days' written notice and paying an early termination fee equal to: (a) fifty percent (50%) of the recurring Fees that would have been billed for the rest of the then-current term after the effective date of termination; plus (b) any onboarding or setup charges that we waived or discounted in exchange for your term commitment; plus (c) any non-cancellable Third-Party Service commitments we made for you (for example, annual license subscriptions), as described in Section 13.4. The parties agree that our staffing, tooling, and vendor commitments are planned around your full term, that our actual loss from early termination would be difficult to calculate, and that this fee is a reasonable estimate of that loss and not a penalty.

6.4 Termination for cause

Either party may end an affected Order, or the entire Agreement, by written notice if the other party: (a) materially breaches the Agreement and does not cure the breach within thirty (30) days after receiving written notice describing it (ten (10) days for failure to pay); or (b) to the extent permitted by applicable bankruptcy law, becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed, or becomes subject to bankruptcy proceedings that are not dismissed within sixty (60) days. A termination by you under this Section takes effect sixty (60) days after your original breach notice, so that an orderly transition can take place, unless we agree to an earlier date. If you terminate for cause under this Section, no early termination fee applies.

6.5 Termination by Cambium without cause

We may end an Order without cause by giving you at least thirty (30) days' written notice. If we do, no early termination fee applies, and we will provide reasonable transition assistance under Section 6.7 at our standard rates.

6.6 Immediate termination by Cambium

We may end an Order immediately by written notice if you, or anyone using the Services on your behalf, use the Services for unlawful purposes, or engage in threatening, harassing, or abusive conduct toward Cambium personnel.

6.7 Off-Boarding and transition

When an Order ends for any reason, we will cooperate in an orderly transition, provided all Fees then due (including any early termination fee) have been paid. Off-Boarding work, such as documenting your environment, transferring administrative access, exporting data, and coordinating with your new provider, is billable at our standard rates under a separate Order or change request, and we may ask for a reasonable deposit before starting it. Off-Boarding does not include designing, building, or consulting on your new environment or training your new provider, which we can quote separately. Within thirty (30) days after the end date we will remove our monitoring agents and tools from your systems, and you authorize us to do so.

6.8 Your data at the end

For thirty (30) days after an Order ends, you may request a copy of Client Data that is stored in systems Cambium controls. We will provide it in a commonly used format for a data-export fee based on our time and media costs. After that thirty-day period we have no obligation to keep Client Data and will delete it from our systems in the normal course, except for copies we must keep by law or that remain in routine backups until

they are overwritten, which stay protected by Section 9. Client Data stored in your own tenants or accounts (for example, your Microsoft 365 tenant) stays there and remains under your control.

6.9 What happens to unpaid amounts and surviving terms

Ending an Order does not cancel amounts already owed. Sections 2, 4 (for amounts owed), 6.7 through 6.9, 8, 9, 12 through 16, and 17, and any other terms that by their nature should continue, survive the end of the Agreement.

7. Client Responsibilities

7.1 Cooperation and access

You will provide, in a timely manner and at no charge to Cambium, the cooperation, information, approvals, and access that we reasonably need to deliver the Services. This includes: (a) naming a primary contact who can make decisions and approve changes on your behalf; (b) remote access to covered systems through methods we approve, which you authorize us to use whenever we need to without asking each time; (c) physical access to your premises during Business Hours (and at other times for emergencies); (d) a working internet connection, suitable power with surge protection, cooling, and ventilation for covered equipment; and (e) performing simple on-site steps when asked, such as restarting a device or checking cable connections. We are not responsible for delays or shortfalls caused by your failure to do these things.

7.2 Security baseline

Good security is a shared job. Unless an Order makes Cambium responsible for a specific item, you agree to maintain the following controls, and to let us implement or enforce them where our Services include that capability:

- multi-factor authentication (MFA) on all email, remote access, cloud administration, financial, and other internet-facing accounts that support it;
- operating systems, firmware, and applications that are still supported by their manufacturer and that receive security updates;
- a business-grade firewall and encrypted wireless networks;
- endpoint protection (antivirus or endpoint detection and response) on all devices that connect to your network;
- a backup system that keeps at least one copy of important data offline or otherwise isolated from your production network, with restores tested at least once a year;
- security awareness training for your users at least once a year;
- unique user accounts, removal of access promptly when an employee or contractor leaves, and limiting administrative rights to those who need them; and
- written procedures for verifying payment and banking-change requests by a method other than the email that made the request.

7.3 Patches and change approvals

If we deliver patching, we will apply updates on a routine schedule. Where you ask to approve updates before they are installed, or ask us to defer or exclude an update, you will respond to our approval requests within five (5) Business Days for critical or actively exploited vulnerabilities and within ten (10) Business Days

for other updates. If you do not respond in time, or if you decline or defer a security update, you accept the risk of that decision, and Section 7.4 applies.

7.4 Recommendations you decline

From time to time we may recommend changes to improve your security, stability, or compliance, such as adding MFA, replacing unsupported systems, or buying a particular control. You are free to decline. If you do, we may ask you to sign a short risk-acceptance form. Either way, you are responsible for losses, fines, and costs (including incident response, forensic investigation, data restoration, and breach notification) to the extent they are actually caused by your decision not to adopt a recommendation we gave you in writing. Likewise, when you choose a product, vendor, or approach against our advice, or approve or reject a recommendation, that decision does not make Cambium responsible for the result. You should not treat our recommendations, reports, or other guidance as a substitute for your own business judgment or for advice from your legal, financial, and insurance advisors.

7.5 Software licensing

You are responsible for making sure all software on your systems is properly licensed, other than software Cambium provides under an Order. You represent that you have the right to let us access, use, and modify the software and systems you ask us to work on. We will not knowingly install or support unlicensed software. Help with licensing audits or true-ups is billable.

7.6 Unsupported and out-of-warranty systems

Covered hardware should be in working order and, for servers and network gear, covered by a manufacturer warranty or maintenance contract. Software should be supported by its publisher. We may, with written notice and based on manufacturer information or reasonable industry practice, designate a system as obsolete or unsupported. We will make reasonable efforts to keep such systems running, but we are not responsible for failures, security weaknesses, or data loss arising from them, and work on them may be billed at our standard rates. Unless an Order says otherwise, we are not required to support third-party software, applications, or integrations that you add to your environment without our review.

7.7 Physical security and your users

You are responsible for the physical security of your premises and devices and for the acts and omissions of your employees, contractors, and anyone else who uses your systems or credentials. You keep ownership of, and are responsible for renewing, your own domain names, cloud tenants, and vendor accounts, even when Cambium administers them for you. You will not disable, uninstall, or interfere with Cambium's monitoring or security agents, and any work needed to restore tools that were removed or altered by you or your other vendors is billable.

7.8 Suspected incidents and misuse

You will notify us promptly, and in any event within twenty-four (24) hours, after you become aware of a suspected Cyber Event, a lost or stolen device, unauthorized use of the Services, or a user's credentials being compromised. You are responsible for charges and losses from unauthorized use of the Services or your accounts (for example, toll fraud on phone service, cloud resources run up by an intruder, or payments made on fraudulent instructions) that result from compromise of your credentials, devices, users, or internal procedures, and Cambium does not issue credits for those charges. You are also responsible for the security of any password vault or credential store used by your personnel. Harm caused by malicious code, browser

extensions, third-party applications, or API connections that you or your users introduce is your responsibility unless Cambium installed them.

7.9 Lawful use

You will use the Services only for lawful purposes and in compliance with the terms of any Third-Party Services you use. You will not use the Services in any setting where their failure could reasonably be expected to cause death, serious injury, or significant physical or environmental damage, such as life-support or industrial-control systems.

7.10 Notifications and alerts

You agree that Cambium and its tools may send service notices, alerts, and security messages by email, text message, phone, or through the tools themselves to the contacts you give us, and you will keep those contacts current.

8. Security, Cyber Events, and Incident Response

8.1 Cambium's own security

We maintain an information security program appropriate to a managed service provider of our size. It currently includes MFA on our administrative tools, least-privilege access for our staff, background checks on personnel with access to client systems or Client Data, encryption of our laptops, logging of administrative access to client environments where our tools support it, and at least annual security training for our team. We review the program at least once a year and may change it over time, provided the overall level of protection is not materially reduced. A summary is available on request under confidentiality.

8.2 No guarantee of security

No combination of tools and practices can prevent every Cyber Event. Where our Services include security tools or monitoring, we will deliver them with reasonable care in line with the applicable Service Attachment, but we do not promise that your systems will be free from intrusion, malware, or data loss.

8.3 Notice of Security Incidents

If we confirm a Security Incident, we will notify your primary contact without unreasonable delay and, where reasonably practicable, within seventy-two (72) hours after confirmation. Our notice will describe what we know at the time, including the nature of the incident, the kinds of data affected if known, and the steps we are taking. We will update you as we learn more, preserve relevant logs within our control, and cooperate reasonably with your investigation. Where Regulated Data is involved, the Data Processing Agreement controls the timing and content of notice. If we detect a suspected Cyber Event in your own environment, we will alert you as soon as reasonably practicable through the contact method in our escalation procedures.

8.4 Incident response

Unless an Order includes a broader incident-response service, our recurring Fees cover initial triage of a suspected Cyber Event in systems we manage for up to the first eight (8) hours of effort: confirming what is happening, isolating affected systems where our tools allow, and helping you contact your insurer and any breach counsel. Recovery, rebuilding, forensic work, and support beyond that initial effort are billable at our

standard rates or under a separate Order. If your cyber insurer requires that you use an approved incident-response firm, we will cooperate with that firm.

8.5 Ransom and extortion demands

Any decision whether to pay a ransom or extortion demand is yours alone, made with your insurer and legal counsel. Cambium will not negotiate with or pay threat actors on your behalf.

8.6 Allocation of Cyber Event losses

Cambium is not liable for losses caused by a Cyber Event, including ransom payments, business interruption, and costs of recovery, notification, or regulatory response, except to the extent a court finds that the loss was caused by Cambium's gross negligence or willful misconduct, or by Cambium's failure to perform a specific security control that an Order required Cambium to provide. Any liability under this Section remains subject to Section 13.

9. Confidentiality

9.1 What is confidential

"Confidential Information" means non-public information that one party (the "discloser") shares with the other (the "recipient") in connection with the Agreement and that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances. It includes Client Data; each party's pricing, business plans, and financial information; your network diagrams, credentials, and security findings; and Cambium Materials, our tool configurations, and the terms of the Agreement.

9.2 Exclusions

Confidential Information does not include information that the recipient can show: (a) is or becomes public through no fault of the recipient; (b) the recipient already knew without a duty of confidentiality before receiving it; (c) the recipient received from someone else who was free to share it; or (d) the recipient developed independently without using the discloser's information.

9.3 How it must be protected

The recipient will use the discloser's Confidential Information only to perform or receive the Services, will protect it with at least the care it uses for its own similar information (and never less than reasonable care), and will share it only with its employees, contractors, and advisors who need it for the Agreement and are bound by confidentiality duties at least as protective as these. The recipient is responsible for any breach by the people it shares with.

9.4 Legally required disclosure

The recipient may disclose Confidential Information when required by law, subpoena, or court order, after giving the discloser prompt notice (where legally allowed) so the discloser can seek protection, and disclosing only what is required.

9.5 Duration

These obligations continue during the Agreement and for three (3) years after it ends, except that obligations for credentials, security findings, Client Data, and trade secrets continue for as long as the information remains confidential.

10. Client Data and Privacy

10.1 Ownership

As between us, you own Client Data. We will access and use Client Data only to provide and support the Services, to respond to your requests, to meet our legal obligations, or as the Data Processing Agreement permits.

10.2 Service Data

We may use Service Data to deliver, secure, and improve our services, and we may use it in aggregated or de-identified form that does not identify you or any individual for benchmarking and service improvement.

10.3 Regulated Data

Please do not ask us to store, process, or access Regulated Data until we have signed an Order that identifies the Regulated Data and the laws that apply to it, and, where required, the Data Processing Agreement. If you give us access to Regulated Data without doing so, you are responsible for the resulting compliance obligations.

10.4 Compliance with laws

Each party will comply with the laws that apply to it. Cambium is responsible for laws that apply to it as an IT service provider. You are responsible for the laws and industry rules that apply to your business, including privacy, record-keeping, and breach-notification laws. Cambium is not a law firm or an auditor and does not give legal advice. Any compliance-related guidance we offer is technical information to support you and your advisors.

10.5 Legal holds and e-discovery

If you ask us to preserve data for a legal hold, gather records, respond to a subpoena on your behalf, or provide testimony, we will make reasonable efforts to help once you give us clear written instructions. That work is outside the recurring Services and is billable at our standard rates. You remain responsible for deciding what must be preserved and for meeting your own legal obligations.

11. Equipment, Software, and Intellectual Property

11.1 Equipment

Equipment remains Cambium's property and is provided only for use with the Services during the Service Term. You will keep it in a suitable environment, will not move, open, alter, or repair it (or allow anyone other than Cambium to do so), and will not remove any ownership labels. You are responsible for loss of or damage to Equipment while it is at your location, other than normal wear or damage we cause, up to its replacement cost. You will insure it under your property coverage, identify Cambium's ownership interest (for example, as loss payee) where your insurer allows, and show us evidence of that coverage on request. You will not allow liens to attach to it. When the Order ends, you will make Equipment available for pickup or return it using shipping we arrange and pay for. Before return, you are responsible for making sure any Client Data on the Equipment has been copied; we will wipe returned Equipment and are not responsible for data left on it.

11.2 Software we provide

Software that Cambium provides or installs to deliver the Services (such as monitoring agents and security tools) is licensed, not sold, for use only during the Service Term and only for your internal business purposes. You will not copy, share, resell, modify, reverse engineer, or remove that software, except as the law expressly allows. Third-party software is also subject to its publisher's license terms, which we will provide on request.

11.3 Cambium Materials

Cambium owns the Cambium Materials. Unless an Order states that a specific deliverable will be owned by you, we keep ownership of what we create while performing the Services. We grant you a non-exclusive, non-transferable license to use any Cambium Materials delivered to you (such as reports, documentation, and scripts installed on your systems) for your internal business purposes. The license for reports and documentation you have paid for is perpetual; the license for scripts, tools, and configurations ends when the related Order ends. A license to a report or document does not transfer ownership of the templates, methods, scripts, or know-how behind it. You will not reverse engineer Cambium Materials, share them with a competitor of Cambium, or use them to build or offer a competing service.

11.4 Configurations and credentials

The configurations, baselines, scripts, and policy templates we build or bring to deliver the Services are Cambium Materials and Cambium's Confidential Information. After an Order ends, you may keep using the settings as they exist in your own systems (for example, your firewall rules and your Microsoft 365 tenant settings), and we will document the settings in your systems as part of paid Off-Boarding, but you may not extract Cambium's templates or scripts for use elsewhere or share them with others. Treatment of administrative credentials is described in the applicable Service Attachment.

11.5 Feedback

If you give us suggestions or feedback about our services, we may use them freely without obligation to you.

12. Warranties and Disclaimers

12.1 Cambium's warranty

Cambium warrants that it will perform the Services in a professional and workmanlike manner consistent with generally accepted industry practices for managed IT service providers, and materially as described in the applicable Order and Service Attachment.

12.2 Remedy

If you believe Services did not meet this warranty, tell us in writing within ten (10) Business Days after the Services were performed and describe the problem. We will re-perform the non-conforming Services at no charge. If we cannot fix the problem within a reasonable time, you may end the affected Services, and we will refund any Fees you prepaid for the non-conforming Services covering the period after termination. This Section states your only remedy, and our only obligation, for breach of the warranty in Section 12.1.

12.3 Mutual warranties

Each party represents that it is duly organized and in good standing, that it has authority to enter into the Agreement, and that the person accepting an Order on its behalf is authorized to do so.

12.4 Disclaimers

EXCEPT FOR THE WARRANTIES STATED IN THIS SECTION 12, THE SERVICES, EQUIPMENT, SOFTWARE, AND CAMBIUM MATERIALS ARE PROVIDED "AS IS," AND CAMBIUM DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CAMBIUM DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE OPERATION, THAT EVERY PROBLEM WILL BE FIXED, THAT BACKUPS OR RESTORES WILL SUCCEED OR BE COMPLETED WITHIN ANY PARTICULAR TIME, OR THAT YOUR SYSTEMS WILL BE SECURE FROM EVERY THREAT. UNLESS CAMBIUM'S FAILURE TO PERFORM A BACKUP SERVICE REQUIRED BY AN ORDER CAUSED THE LOSS, CAMBIUM IS NOT RESPONSIBLE FOR DATA THAT CANNOT BE RECOVERED, AND ITS LIABILITY FOR SUCH A FAILURE IS SUBJECT TO SECTION 13. CAMBIUM MAKES NO WARRANTY ABOUT THIRD-PARTY SERVICES, WHICH ARE COVERED ONLY BY THEIR SUPPLIERS' OWN WARRANTIES.

13. Limitation of Liability

13.1 Types of damages excluded

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, OR LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF IT WAS TOLD THOSE DAMAGES WERE POSSIBLE.

13.2 Cap on Cambium's liability

CAMBIUM'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, FOR ALL CLAIMS COMBINED AND UNDER ANY THEORY OF LIABILITY, WILL NOT EXCEED THE FEES YOU ACTUALLY PAID TO CAMBIUM UNDER THE ORDER GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY BEFORE THE EVENT THAT FIRST GAVE RISE TO LIABILITY. AMOUNTS PAID FOR HARDWARE AND FOR THIRD-PARTY SERVICES THAT WE RESELL AT OR NEAR COST ARE NOT COUNTED IN THAT TOTAL. THIS IS A SINGLE AGGREGATE LIMIT: IT IS NOT INCREASED BY THE NUMBER OF CLAIMS, ORDERS, SERVICE ATTACHMENTS, OR DOCUMENTS INVOLVED, AND LIABILITY UNDER THE DATA PROCESSING AGREEMENT, SECTION 8.6, AND SECTION 14.2 COUNTS TOWARD IT.

13.3 Exceptions

The exclusions and cap in Sections 13.1 and 13.2 do not apply to: (a) your obligation to pay Fees; (b) your indemnity obligations under Section 14.1; (c) your breach of Section 11 or of the license terms of Third-Party Services; or (d) your breach of Section 16. The limits in this Section 13 apply to the fullest extent the law allows; if applicable law does not permit a party's liability for its own fraud, gross negligence, or willful misconduct to be limited, the limits will not apply to that liability only to the extent the law requires.

13.4 Third-Party Services

Third-Party Services are provided under their suppliers' terms, which are listed or linked in the Schedule of Third-Party Services. Cambium is not responsible for the acts, omissions, outages, security failures, data

access, or policy changes of those suppliers, including when a supplier stores or accesses Client Data under its own terms, or for products and suppliers that you select or require us to use. Your remedies for problems with a Third-Party Service are those the supplier offers, and we will make reasonable efforts to help you pursue them, including passing through any service credits we receive that relate to your services. Many Third-Party Services (such as annual Microsoft 365 subscriptions) require a fixed commitment that cannot be reduced or cancelled mid-term; you are responsible for paying the full commitment we make on your behalf at your request, even if the related Order ends early.

13.5 Time limit for claims

Except for claims for unpaid Fees, a party must bring any claim arising out of the Agreement within six (6) months after the party knew or reasonably should have known of the facts giving rise to it, or the claim is barred, to the extent the law allows such a limit.

13.6 Why these limits matter

The Fees reflect the allocation of risk in this Section 13 and in Section 8.6. Cambium could not offer the Services at these prices without them. These limits apply even if a limited remedy fails of its essential purpose.

14. Indemnification

14.1 By Client

You will defend Cambium and its owners, employees, and contractors against any claim brought by a third party (including a government agency), and pay any resulting damages, fines, settlements, and reasonable attorneys' fees, to the extent the claim arises from: (a) Client Data, or our use, access, or modification of software or systems at your direction, except to the extent the claim is caused by Cambium's breach of the Agreement, gross negligence, or willful misconduct; (b) software, content, or systems that you (or others acting for you) provided, installed, or instructed us to use without proper licensing; (c) your violation of privacy, data protection, or other laws that apply to your business, including a regulatory investigation of your organization, except to the extent directly caused by Cambium's breach of the Agreement; (d) any prohibited use described in Section 7.9; (e) a claim by one of your customers, employees, or users relating to a Cyber Event, except to the extent Cambium is liable under Section 8.6; or (f) your continued use of systems or software that are unsupported or that we have designated as obsolete or unsupported under Section 7.6, or unauthorized use of your password vault, credential store, or users' credentials as described in Section 7.8, except in each case to the extent the claim is caused by Cambium's breach of the Agreement, gross negligence, or willful misconduct.

14.2 By Cambium

Cambium will defend you against any claim brought by a third party, and pay any resulting damages, settlements, and reasonable attorneys' fees, to the extent the claim arises from: (a) bodily injury or damage to tangible property caused by the negligence or willful misconduct of Cambium personnel while at your premises; or (b) an allegation that Cambium Materials, as delivered by Cambium and used as permitted by the Agreement, infringe a United States patent, copyright, or trademark or misappropriate a trade secret. If an infringement claim is made or seems likely, we may obtain the right for you to keep using the item, modify or replace it so it is not infringing, or end your use of it and refund any prepaid Fees for it. We have no

obligation for claims arising from Third-Party Services, from changes not made by us, or from combining our materials with items we did not provide. Cambium's obligations under this Section 14.2 are subject to Section 13.2.

14.3 Process

The party seeking defense will promptly notify the other party in writing of the claim, let the defending party control the defense and settlement (though no settlement that admits fault for, or imposes obligations on, the protected party may be made without its consent, which it will not unreasonably withhold), and cooperate reasonably at the defending party's expense. The protected party may participate with its own counsel at its own cost.

15. Insurance

15.1 Cambium's insurance

During the Agreement, Cambium will maintain professional liability (technology errors-and-omissions) insurance with limits of at least one million dollars (\$1,000,000) per claim, commercial general liability insurance, and workers' compensation as required by Nebraska law. We will provide a certificate of insurance on request.

15.2 Client's insurance

During the Agreement, you will maintain commercial general liability insurance and property insurance appropriate to your business, workers' compensation insurance as required by law, and cyber liability insurance that includes first-party coverage for incident response, data restoration, business interruption, and cyber extortion, with limits of at least one million dollars (\$1,000,000), unless we agree otherwise in an Order. The parties intend that your insurance, rather than Cambium's, will be the first source of recovery for losses to your own business from Cyber Events affecting your environment, although this sentence does not decide priority between insurers under their policies. To the extent your policies allow, you waive, and will ask your insurers to waive, subrogation against Cambium for losses paid under your first-party coverage. You are responsible for understanding your policy's conditions and exclusions.

15.3 Insurance applications

If you ask us to help complete a cyber insurance application or questionnaire, we will provide technical information about the controls we manage. You are responsible for reviewing the answers for accuracy before you submit them, because inaccurate answers can void coverage. Cambium is not responsible for an insurer's underwriting or claim decisions and does not promise that any loss will be covered.

16. Non-Solicitation of Personnel

16.1 The commitment

During the Agreement and for twelve (12) months after it ends, neither party will directly or indirectly solicit for employment, hire, or engage as a contractor any employee or individual contractor of the other party who was involved in delivering or receiving the Services, without the other party's written consent. General

job advertisements that are not aimed at the other party's personnel, and hiring someone who responds to them on their own initiative, do not violate this Section.

16.2 Placement fee

Cambium is a small firm, and losing a trained technician causes real disruption that is hard to measure. If a party breaches Section 16.1, it will pay the other party, as liquidated damages and not as a penalty, a fee equal to one hundred percent (100%) of the individual's annualized compensation. "Annualized compensation" means the total wages, salary, commissions, bonuses, or contractor fees the other party paid the individual during the twelve (12) months before they left (annualized if they worked there for less than twelve months), excluding benefits. The parties agree this amount is a reasonable estimate of the cost of recruiting, hiring, and training a replacement. This fee does not limit a party's right to seek an injunction.

17. General Terms

17.1 Holidays

Cambium publishes its observed holidays each year. Emergency support remains available on holidays at the rates in Section 4.5.

17.2 Notices

Routine communications, including renewal reminders and price-change notices, may be sent by email to the contacts named in the Order. Notices of breach, termination, non-renewal, or a legal claim must be in writing and delivered by hand, by a nationally recognized courier, or by certified mail, return receipt requested, to the address on the Order (or, for Cambium, to 6542 S 118th St, Omaha, NE 68137, Attention: President), with a copy by email. A notice is effective when delivered, or three (3) Business Days after mailing by certified mail. Either party may change its notice address by notice to the other.

17.3 Force majeure

Neither party is responsible for a delay or failure to perform (other than a payment obligation) caused by events beyond its reasonable control, such as natural disasters, fire, severe weather, widespread power, internet, or cloud-provider outages, epidemics, war, terrorism, civil unrest, labor actions not involving the affected party's own employees, or government action. The affected party will notify the other promptly and use reasonable efforts to resume performance. If the event prevents performance of a material part of an Order for more than thirty (30) days, either party may end the affected part of that Order by written notice, and you will pay for Services performed through the end date. A Cyber Event affecting your environment is not a force majeure event that excuses your payment obligations.

17.4 Independent contractors

The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, or employment relationship, and neither party may bind the other.

17.5 Assignment

Neither party may assign the Agreement without the other party's written consent, which will not be unreasonably withheld. However, Cambium may assign the Agreement without consent to an affiliate or to a successor in a merger, acquisition, or sale of all or substantially all of its business or assets, provided the

assignee agrees in writing to be bound by the Agreement and Cambium notifies you. An assignment that violates this Section is void. The Agreement binds and benefits the parties and their permitted successors and assigns.

17.6 Publicity

Cambium may identify you by name and logo as a client in customer lists, proposals, and on its website. A case study, testimonial, or press release about you requires your prior approval, which may be given by email. You may ask us at any time, by written notice, to stop naming you or using your logo, and we will do so going forward.

17.7 Changes to Cambium's standard terms

We may update this MSA, the Service Attachments, the Data Processing Agreement, or the Schedule of Third-Party Services from time to time. Updated versions will be posted on our website or sent to you with at least thirty (30) days' notice. An update applies to your existing Orders starting with the next Renewal Term, unless it is required by law, in which case it applies at the end of the notice period. The Schedule of Third-Party Services is updated as described in that Schedule and is not subject to the thirty-day notice in this Section. If an update required by law materially and adversely affects you, you may end the affected Order without an early termination fee by notice given before the update takes effect. Any other change to the Agreement requires a written amendment signed by both parties.

17.8 Governing law and venue

The Agreement is governed by the laws of the State of Nebraska, without regard to its conflict-of-laws rules. Each party consents to the exclusive jurisdiction of, and venue in, the state courts located in Douglas County, Nebraska, and the United States District Court for the District of Nebraska sitting in Omaha, for any lawsuit arising out of or relating to the Agreement, except that either party may seek an injunction in any court with jurisdiction to protect its Confidential Information or intellectual property. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

17.9 Resolving disputes

Before filing a lawsuit (other than a claim for unpaid Fees or for an injunction), a party will give the other written notice of the dispute, and senior representatives of both parties will meet, in person or by video, within fifteen (15) Business Days to try in good faith to resolve it. If the dispute is not resolved within thirty (30) days after the notice, either party may file suit. While a dispute is being resolved, Cambium will keep providing the Services, and you will keep paying undisputed Fees.

17.10 Jury trial waiver

TO THE EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY LAWSUIT ARISING OUT OF OR RELATING TO THE AGREEMENT.

17.11 Attorneys' fees and collection costs

In any lawsuit arising out of the Agreement, the prevailing party may recover its reasonable attorneys' fees and court costs. If Cambium refers overdue amounts for collection, you will also pay the reasonable costs of collection, including collection agency fees, attorneys' fees, court costs, and the cost of locating assets or enforcing a judgment, to the extent permitted by law.

17.12 Waiver and severability

A party's failure or delay in enforcing a provision is not a waiver of it. If a court finds any provision unenforceable, the provision will be enforced to the maximum extent allowed and modified as little as necessary to make it enforceable, and the rest of the Agreement stays in effect.

17.13 No third-party beneficiaries

The Agreement benefits only the parties and their permitted successors and assigns, except for the persons protected under Section 14 and any software publisher whose license terms expressly require third-party beneficiary rights, as stated in the applicable Service Attachment.

17.14 Entire agreement; counterparts; electronic signatures

The Agreement is the complete agreement between the parties about its subject matter and replaces all earlier proposals, discussions, and agreements about it, including any earlier Cambium customer terms and conditions. Each party has had the chance to review the Agreement with counsel, so no provision will be interpreted against a party because that party drafted it. Orders and amendments may be signed electronically and in counterparts, each of which is an original. Headings are for convenience only, and the words "including" and "for example" mean "including without limitation."

17.15 Respectful conduct

During the Agreement, each party will raise concerns about the other through the contacts and procedures in the Agreement rather than by making false or misleading public statements about the other. This does not restrict truthful statements, reports to regulators or law enforcement, statements in legal proceedings, or anything the law protects.