

## Managed Services Addendum

Accelecom and Client agree that the following terms and conditions of this Addendum shall govern the Managed Services provided to Client by Accelecom:

1. Services; Pricing; Term. The Managed Services (MSP) to be provided to Client by Accelecom, as well as the term and pricing (inclusive of installation charges) of such services, are detailed in the applicable Statement of Work (SOW).

### 2. Managed Services

2.a. Description of Managed Services. These services are designed to enhance the network connectivity, network operations efficiency, Network routing, security posture of organizations by providing continuous monitoring, threat detection, incident response, and other security-related functions. Accelecom will provide Continuous Monitoring of security events and activities across the network, managing and maintaining devices, Log Management and analysis.

2.b. Client Acknowledgement. By executing the Service Order, Client acknowledges that the Managed Services are performed to ensure Network Security Best Practices are adhered to and includes Client informing Accelecom of any network downtime, or issues that may affect MSP Services.

3. Client Request to Amend MSP Services. Accelecom may, in its sole discretion, permit Client to modify, delete, upgrade, or otherwise amend MSP Services; provided however, any such amendment to the MSP Services will become binding only upon execution of a new Service Order or an Addendum to the existing Service Order. Client acknowledges and agrees that the term of any amendment will be coterminous with and dependent on the term of Client's connectivity service with Accelecom.

4. Use of Third Parties. The MSP Services, including associated equipment, devices, platforms, software, installation, delivery, and support, whether or not branded by Accelecom, may be provided by third parties.

5. Indemnification and Limitation of Liability. In addition to the indemnification provisions contained in Accelecom's general Terms and Conditions of Service, Client agrees to indemnify, defend, and hold harmless Accelecom, its directors, officers, employees, affiliates, agents, subcontractors, agents, licensors, suppliers, and resellers from any and all claims, liability, damages, losses, expenses, and costs (including but not limited to attorneys' fees) by or on behalf of Client, Client's end-users, or any other third-party arising from or related to: (i) use of the MSP Services; (ii) excessive use, overage charges, or usage fees/charges; (iii) fraudulent use or misuse of the MSP Services; and (iv) the inability of Accelecom to meet a requested delivery or installation date for the MSP Services. Accelecom shall not be liable to Client for any indirect, consequential, special, incidental, reliance, or punitive damages (including, but not limited to, any lost profits, lost revenues, lost savings, or harm to business) arising out of or relating to the MSP Services, even if advised of the possibility of such damages. In no event shall Accelecom's affiliates, third-party service providers, or suppliers have any liability to Client or Client's end-users arising out of or related to the MSP Services.

6. Clients can reach Accelecom for support via the phone number: 888-349-9933. Client support is accessible 24 hours a day, 7 days a week, and 365 days a year, ensuring continuous assistance whenever needed. However, support for the MSP Services might be limited to confirming network

connectivity, troubleshooting physical connectivity, providing education related to service features, and assisting with the configuration of firewalls for optimized security.

7. Order of Precedence. This Addendum supplements the terms of the Agreement, including Accelecom's general Terms and Conditions of Service, between Client and Accelecom. In the event of a conflict between the terms of this Addendum and the Agreement, the Addendum shall govern. In the event the Agreement contains terms silent in this Addendum, the Agreement shall govern.

8. By signing this addendum, the customer acknowledges and agrees to adhere to the terms and conditions outlined in the MS-Customer Roles and Responsibilities (R&R) exhibit attached hereto. The R&R exhibit forms an integral part of the original contract and governs the rights, obligations, and expectations between the parties.