

Master Terms and Conditions

Updated November 25, 2024

These Master Terms and Conditions (“Agreement”) establish the general terms under which MiradorIT LLC, including its affiliates and assigns (collectively, “Mirador IT”), will provide information technology products, services, licenses, subscriptions, and solutions (“Products and Services”). This Agreement applies to any duly executed Quote, Proposal, Estimate, Statement of Work (SOW), Attachment, and/or Addendum (collectively referred to as the “Service Document”) entered into by Mirador IT and the Company, Business, Organization, Individual, and/or Individuals (“Client”).

We encourage you to review this Agreement carefully and to retain a copy for your records, as it governs all aspects of our provision of Products and Services to you.

Mirador IT may change this Agreement at any time providing notification via e-mail 30 days before the changes are to become effective. Using the Products and Services after the changes become effective, means Client agrees to the new Agreement. If Client does not agree, Client must notify Mirador IT in writing of its objection to the new Agreement, and Mirador IT has the right to then terminate the Products and Services.

The most current version of this Agreement, along with all referenced documents, is available at <http://miradorit.com/resources>.

1. Recitals.

- a. WHEREAS, Mirador IT is a provider of information technology Products and Services, specializing in the improvement, management, maintenance, and support of IT systems for a diverse range of clients;
- b. AND WHEREAS, Mirador IT is committed to delivering these services in a professional and competent manner, with the objective of enhancing the efficiency, reliability, and effectiveness of Client’s IT systems;
- c. NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to this Agreement.

2. Scope and Applicability.

- a. This Agreement applies to the Products and Services provided by Mirador IT to Client.
- b. Specific details of Products and Services provided may be outlined in separate Service Documents and shall be incorporated into this Agreement.
- c. In case of conflict between this Agreement and the terms of any individual Service Document, the terms of the Service Document will prevail.

3. Commitment Term.

- a. This Agreement shall commence as of the Effective Date and shall continue thereafter until the delivery of Products and Services specified on any Service Document (“Term”), unless sooner terminated in accordance with the terms and conditions herein.
- b. The Term of this Agreement is two (2) years and unless otherwise terminated or canceled in accordance herein, this Agreement will automatically be renewed for successive two (2) year increments. Individual Service Documents may specify a different term that supersedes this default.

- c. The termination of Products and Services under one Service Document shall not, by itself, cause the termination of (or otherwise impact) this Agreement, or the status or progress of any other Products and Services between the parties. Be aware that a Service Document may provide for auto-renewal; please review such documents carefully.

4. Termination.

- a. Either Party may terminate this Agreement, effective upon 30 days written notice to the other Party (the “Defaulting Party”).
- b. Termination Without Cause:
 - i. This Agreement or a Service Document cannot be terminated without cause before its agreed-upon end date without the consent of Mirador IT.
 - ii. If Client desires to terminate services early without cause and without Mirador IT's consent, Client shall be liable for a termination fee as described in the “Termination for Cause” section.
 - iii. If Mirador IT ceases a product or service for all customers, it may discontinue the product or service or relevant Service Document without cause, given a 90-day written notice.
 - iv. Either party may terminate this Agreement without cause with a 5-day written notice if no Products and Services are currently in progress.
- c. Termination for Cause. If one party (“Defaulting Party”) fails to fulfill in any material respect its obligations under this Agreement or Service Document, the non-Defaulting Party will have the right to terminate this Agreement or the relevant Service Document (a “For Cause” termination) provided that:
 - i. The non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and;
 - ii. The Defaulting Party has not remedied the default within thirty (30) days following receipt of written notice of breach from the non-Defaulting Party.
 - iii. If Mirador IT terminates this Agreement or Service Document For Cause, or if you terminate this Agreement or any Service Document Without Cause, prior to the end of the Term of this Agreement or Service Document, then Mirador IT shall be entitled to receive, and Client hereby agrees to pay Mirador IT all amounts that would have been paid to Mirador IT had this Agreement or Service Document remained in full effect.
 - iv. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.
- d. Upon expiration or termination of this Agreement, Mirador IT shall:
 - i. Promptly deliver to Client all Deliverables (whether complete or incomplete) for which Client has paid, all Client equipment and all Client materials,
 - ii. Promptly remove any Mirador IT-owned equipment located at Client’s premises.
 - iii. Assist Client in the orderly termination of Products and Services, including timely transfer of Products and Services to another designated provider. Client agrees to pay Mirador IT the actual costs of rendering such assistance at our normal rates as outlined in our current Fee Schedule.

5. Service Delivery.

- a. Client agrees to submit requests for Products and Services in accordance with our Service Request Submission Procedure.
- b. Products and Services will be delivered and/or performed according to a scheduled, prioritized manner, as Mirador IT deems reasonable and necessary. Exact commencement / start dates may vary or deviate from the dates Mirador IT states to Client depending on the Products and Services being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.
- c. Mirador IT makes no warranty or guarantee as to response times when scheduled or emergency work is requested. However, Mirador IT will make best-reasonable efforts to respond in accordance with our Service Request Priority Levels.
- d. Products and Services shall be delivered and/or performed during regular service hours ("Regular Service Hours"). Products and Services delivered and/or performed outside our Regular Service Hours are subject to higher rates and higher minimum charges.
- e. Service Hours and Rates
 - i. **Regular Service Hours:** Regular Service Hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays. Products and Services shall be delivered and/or performed during these hours at our Standard Hourly Rate in effect at the time of product or service delivery, or as specified in the applicable Service Document.
 - ii. **Extended Hours:** Extended Hours are defined as any time outside Regular Service Hours, including nights, weekends, and holidays. Products and Services delivered and/or performed during Extended Hours will be subject to a higher rate of 1.5 times the standard hourly rate ("Extended Hourly Rate") and a minimum charge of one (1) hour per instance.

6. Payment Terms and Fees.

- a. Client agrees to pay Mirador IT for the Products and Services at the price(s) and interval (one-time or recurring) set forth in each Service Document.
- b. If applicable, payment for recurring services will be deducted from Client's designated bank account or charged to Client's designated credit card on the first business day of the month in which the Services are to be provided. Generally, our pricing anticipates automatic recurring payment; payments by any other method may result in increased fees or costs.
- c. All undisputed fees will be due and payable in advance of the delivery and/or provision of the Products and Services.
- d. Client may dispute any invoice within ten (10) days receipt of the invoice. All charges and fees that remain undisputed ten (10) days after the invoice has been received by Client are considered valid, due and owing.
- e. Client agrees that any invoices over thirty (30) days past due may be charged to the current payment method on file with Mirador IT.
- f. Any sums of invoices unpaid for a period of more than thirty (30) days from Client receipt of invoice that are not in dispute shall bear interest at the rate of three (3.0%) percent per month, compounded monthly.

- g. Costs of collection including reasonable attorney's fees shall be borne by the Client. Mirador IT may, in our absolute discretion and without prior notice, suspend or discontinue the supply of Products and Services to Client.
- h. There is 1.0 hour minimum charge for onsite work performed during Regular Service Hours not covered by a Service Document. There is a 0.5 hour minimum charge for remote work performed during Regular Service Hours not covered by a Service Document. There is a 2.0 hour minimum charge for any work performed during Extended Service Hours not covered by a Service Document.
- i. Mirador IT reserves the right to modify this Agreement or any Service Document providing notification via email at least thirty (30) days before the effective date of such modifications. The Client's continued acquisition, payment for, and use and/or consumption of the Products and Services after such changes take effect will constitute acceptance of the modified Agreement or Service Document.
- j. All outstanding invoices must be paid before Mirador IT will release any passwords, or other credentials or access at the termination of this Agreement or Service Document.
- k. Any assistance with third party vendors in connection with the termination of this Agreement or Service Document shall be billable.

7. Response Times.

- a. Mirador IT makes no warranty or guarantee as to response times when scheduled or emergency work is requested. However, Mirador IT will make best reasonable efforts to respond in accordance with our Service Request Priority Levels.

8. Third-Party Agreements and Terms.

- a. Mirador IT may occasionally enter into or accept agreements and terms with third-party vendors on the Client's behalf. These vendors may include, but are not limited to, companies such as Microsoft, Adobe, and others whose hardware, software, or systems are utilized in the Client's technology infrastructure.
- b. Third-Party Agreements & Terms may carry their own commitment periods and may not align with agreements between the Parties. For example, the Parties have an agreement covering a calendar year, but third-party agreements may start or end on different dates and have different term lengths.
- c. Client agrees that while we undertake these agreements in our role as a service provider, the responsibility for compliance with the terms of these third-party agreements ultimately resides with the Client, including any financial obligations.

9. Notices; Writing Requirement.

- a. Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax, or email as follows: notice will be deemed delivered five (5) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or three (3) business days following delivery when sent by FedEx, other overnight courier, or by fax or email.
- b. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender preserves the email until such time that it is acknowledged by the recipient.
- c. All electronic documents and communications between the Parties, including email, will satisfy any "writing" requirement under this Agreement.

10. Data & Service Access. Some of the Products and Services may be provided by persons outside of the United States and/or Client data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. Client agrees to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs may apply.

11. Regulatory Compliance. Products and Services provided by Mirador IT are not intended and will not be used to bring Client into full regulatory compliance with any rule, regulation, national standard, or other requirement. The Products and Services may aid Client's efforts to achieve regulatory compliance, however, the Products and Services alone are not a compliance solution, and do not circumvent Client's responsibility to ensure their own compliance.

12. Obligations of the Client.

- a. Client shall immediately notify Mirador IT upon learning of any significant problem with the performance of the Products and Services.
- b. Client shall cooperate with Mirador IT in connection with its performance of the Products and Services by providing access to the Client's physical premises as is determined by Mirador IT to be reasonably necessary to rectify any problem.
- c. Client shall notify Mirador IT within a reasonable time, not less than ten (10) days prior, regarding any changes in third-party services or equipment involving telephones, mobile phones, Internet services, copiers, surveillance systems, or to any other hardware and software that connects or otherwise interacts with any system or subsystem that Mirador IT supports and maintains on Client's behalf as a Products and Services.

13. Confidential Information.

- a. All information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Mirador IT and will not be disclosed or used by Mirador IT except to the extent that such disclosure or use is reasonably necessary to the performance of Mirador IT's work.
- b. All information relating to Mirador IT that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the Client and will not be disclosed or used by the Client except to the extent that such disclosure or use is reasonably necessary to the performance of the Client's duties and obligations under this Agreement.
- c. These obligations of confidentiality will extend indefinitely after the termination of this Agreement but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

14. Warranty and Disclaimer.

- a. Client acknowledges that no Product, Service, computer system, network, data and/or software can be made completely stable or secure, and that Mirador IT cannot guarantee the stability, safety, or security of the Product, Service, computer system, network, data and/or software. Mirador IT warrants that all Products and Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR

WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

15. Limitation of Liability.

- a. Mirador IT shall purchase and maintain throughout the term of this Agreement liability insurance. Such insurance shall have a minimum limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. Mirador IT shall also maintain cyber liability coverage, under a separate policy or under its general liability policy. Such insurance shall include network security liability, media and intellectual property liability, professional liability, notification and credit monitoring expenses, computer forensics services, privacy regulatory defense and penalties, network interruption and recovery, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of Mirador IT.
- b. The liability of Mirador IT for all claims of any kind arising as a result of or related to a breach of this Agreement, or to any act or omission of Mirador IT, is limited to the amounts set forth in Mirador IT's liability insurance policy.

16. Indemnification.

- a. Customer will indemnify and hold Mirador IT harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Mirador IT therein, arising out of or in conjunction with Customer's performance under or breach of this Agreement. Mirador IT will indemnify and hold Customer harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Customer therein, arising out of or in conjunction with Mirador IT's performance under or breach of this Agreement.

17. Relation of Parties.

- a. The performance by Mirador IT of its duties and obligations under this Agreement will be that of independent contractor, and nothing herein will create or imply an agency relationship between Mirador IT and the Client except as specified in this Agreement (e.g. as in subsection 12(b) below), nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.
- b. The Client authorizes Mirador IT to enter into third-party contracts on behalf of the Client as may be deemed reasonably necessary for the performance or Mirador IT's obligations and services under this Agreement. Should this Agreement be terminated for any reason, the Client agrees to assume financial responsibility for any and all third-party contracts and agreements, entered into on behalf of the Client.

18. Employee Solicitation/Hiring.

- a. During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

19. Conflict.

- a. In the event of a conflict in the provisions of any attachments, addendums, hereto, or other legal documents, and the provisions set forth in this Agreement, the provisions or such attachments,

addendums, and other legal documents shall govern provided such attachments, addendums, and other legal documents are executed in writing and signed by the parties.

20. Jurisdiction.

- a. The enforcement of this Agreement shall be governed by the laws of the State of New Hampshire.

21. Non-assignment.

- a. Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

22. Dispute Resolution.

- a. Any disputes that arise between the parties with respect to the performance of this Agreement shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.
- b. The final arbitration decision shall be enforceable through the courts of the state of New Hampshire. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be binding and enforceable as if this section were not a part hereof.

23. Attorneys' Fees.

- a. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

24. Severability.

- a. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

25. Force Majeure.

- a. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

26. No Waiver.

- a. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

End of Agreement