

MASTER SERVICES AGREEMENT

COMNEXIA Corporation

Website-Hosted Customer Agreement

Version 2026.08.14

Intended permanent URL

<https://connexia.com/master-services-agreement/>

How this agreement becomes binding. This MSA is designed for business and commercial customers. It becomes binding between COMNEXIA and a Customer when that Customer executes a Sales Order that expressly identifies and incorporates this version of the MSA. A separate signature on this MSA is not required.

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1. Purpose and Contract Structure

1.1 Master Agreement

This Master Services Agreement ("MSA") establishes the general legal, commercial, operational, security, and risk-allocation terms governing Services provided by COMNEXIA Corporation ("COMNEXIA") to the business customer identified in an applicable Sales Order ("Customer"). COMNEXIA and Customer may each be referred to as a "Party" and together as the "Parties."

1.2 How Customer Accepts This MSA

This MSA becomes effective between COMNEXIA and Customer when Customer first signs, electronically accepts, or otherwise validly executes a Sales Order that:

1. identifies this MSA by version date or other unique version identifier;
2. provides Customer access to the MSA before acceptance, including through a hyperlink or electronic attachment; and
3. states that the Sales Order incorporates and is governed by the identified MSA.

Customer's execution of such a Sales Order constitutes Customer's acceptance of this MSA. No separate signature on the MSA is required.

1.3 Sales Orders

Specific Services, products, and commitments purchased by Customer will be identified in one or more written or electronically executed sales orders, order forms, statements of work, or similar ordering documents issued or approved by COMNEXIA and accepted by Customer (each, a "Sales Order").

A Sales Order may identify, as applicable:

- Services and products;
- users, devices, locations, or other quantities;
- recurring and one-time charges;
- hourly rates;
- hardware and software;
- licensing and subscriptions;
- implementation or project charges;
- service commencement;
- Initial Service Term;
- renewal periods;
- service-specific requirements;
- applicable service levels;
- Third-Party Provider commitments; and
- other commercial terms.

Each Sales Order becomes part of the Agreement when accepted by Customer.

1.4 Multiple Sales Orders

Customer may enter into multiple Sales Orders without executing another MSA. Multiple Sales Orders may have different commencement dates, terms, renewal periods, pricing, and Services.

Expiration or termination of one Sales Order does not automatically terminate another Sales Order.

1.5 MSA Continues During Active Sales Orders

Termination, expiration, or notice of nonrenewal of the MSA relationship does not extinguish obligations under a then-active Sales Order. The version of this MSA applicable to a Sales Order continues to govern that Sales Order until it expires or terminates and all related obligations have been satisfied.

1.6 Order of Precedence

If documents conflict, they control in the following order:

1. a specifically negotiated amendment that identifies the provision being modified and is signed by authorized representatives of both Parties;
2. the applicable Sales Order, but only as to service-specific or commercial terms expressly addressed in that Sales Order;
3. the version of this MSA incorporated into the applicable Sales Order; and
4. an incorporated service schedule, SLA, Acceptable Use Policy, technical policy, exhibit, or other incorporated document.

A lower-priority document will not override a higher-priority document unless the higher-priority document expressly permits it or the Parties expressly identify the intended override in a signed writing.

1.7 MSA Versioning and Website Updates

COMNEXIA may publish updated versions of its MSA from time to time. Each published version should display a version date or other unique version identifier.

Posting a new MSA version on COMNEXIA's website, by itself, does not retroactively modify an existing Sales Order during its then-current committed term.

An updated MSA may become applicable as follows:

1. **New Sales Orders.** A new Sales Order may expressly identify and incorporate the then-current MSA version.
2. **Affirmative Acceptance.** Customer may affirmatively accept an updated MSA through a signed amendment, electronic acceptance, or another legally valid written method.
3. **Renewal Terms.** COMNEXIA may make an updated MSA applicable to a future renewal term by providing Customer written or electronic notice identifying the new MSA version at least 30 days before Customer's contractual deadline to provide notice of nonrenewal. If Customer allows the affected Sales Order to renew after receiving that timely notice, the identified updated MSA will govern the renewal term. If COMNEXIA gives the notice after Customer's contractual nonrenewal deadline, the updated MSA will not apply to the immediately upcoming renewal term unless Customer affirmatively accepts it.

A service-specific policy or Third-Party Provider term may change as separately permitted by this MSA, the applicable Sales Order, or the Third-Party Provider terms.

1.8 Customer Purchase Orders and Procurement Documents

Any Customer purchase order, vendor-registration form, procurement portal requirement, click-through term, or similar Customer-generated document is administrative only.

No such document modifies this MSA or any Sales Order, regardless of when supplied, unless an authorized COMNEXIA representative expressly agrees to the modification in a writing signed by COMNEXIA.

COMNEXIA's performance, invoicing, acceptance of payment, or reference to a Customer purchase-order number does not constitute acceptance of Customer boilerplate terms.

1.9 Website Terms

COMNEXIA's general public website Terms of Service govern use of the public COMNEXIA website. They do not replace or modify this MSA or a Sales Order governing purchased Services. If website terms conflict with the Agreement as to purchased Services, the Agreement controls.

2. Definitions

For purposes of this MSA:

"Acceptable Use Policy" or "AUP" means any COMNEXIA acceptable-use, network-use, security, or similar policy expressly incorporated into a Sales Order.

"Agreement" means, collectively, the applicable Sales Order, the version of this MSA incorporated by that Sales Order, and any other document properly incorporated under Section 1.6.

"Authorized Contact" means a person Customer identifies as authorized to request or approve operational changes, technical actions, user changes, access changes, purchases, or work within the level of authority Customer gives that person.

"Business Day" means Monday through Friday, excluding United States federal holidays.

“COMNEXIA Materials” means COMNEXIA’s pre-existing or independently developed software, tools, scripts, automation, documentation, templates, processes, configurations, methodologies, monitoring systems, reports, know-how, inventions, techniques, designs, and other intellectual property.

“Confidential Information” has the meaning stated in Section 15.

“Customer Data” means data, information, content, files, credentials, and records owned or controlled by Customer or its users and accessed, transmitted, maintained, or processed by COMNEXIA in connection with the Services.

“Customer Environment” means Customer’s users, devices, systems, networks, servers, cloud environments, software, applications, accounts, locations, and other technology relevant to the Services.

“Initial Service Term” means the initial committed period stated in a Sales Order.

“Recurring Charges” means periodically recurring fees stated in a Sales Order, including managed-service, licensing, subscription, hosting, cloud, telecommunications, or other recurring charges.

“Security Incident” means a confirmed unauthorized acquisition of, access to, or material compromise of Customer Data within a system controlled by COMNEXIA in connection with the Services. Routine unsuccessful attacks, scans, probes, blocked traffic, spam, and other events that do not result in confirmed compromise are not Security Incidents.

“Services” means the services and related products COMNEXIA agrees to provide under a Sales Order.

“Third-Party Product” means any hardware, software, cloud platform, subscription, telecommunications service, Internet service, carrier service, security service, application, license, or other product or service supplied, licensed, hosted, or controlled by a person other than COMNEXIA.

“Third-Party Provider” means the provider, manufacturer, licensor, carrier, publisher, or other supplier of a Third-Party Product.

3. Services

3.1 Scope

COMNEXIA will provide the Services identified in each Sales Order.

This MSA does not by itself require COMNEXIA to provide any particular managed IT, cybersecurity, cloud, backup, telecommunications, Microsoft, consulting, or other service unless that Service is included in an applicable Sales Order.

3.2 Professional Standard

COMNEXIA will perform Services using personnel with qualifications reasonably appropriate to their assigned responsibilities and will perform professional services in a commercially reasonable and professional manner consistent with the scope agreed by the Parties.

This obligation is a standard of performance, not a guarantee of a particular business, technical, security, or regulatory outcome.

3.3 Remote and Onsite Services

COMNEXIA may provide Services remotely, onsite, through automated systems, through Third-Party Providers, or through a combination of those methods, as reasonably appropriate to the Service.

3.4 Subcontractors and Providers

COMNEXIA may use employees, contractors, affiliates, subprocessors, and Third-Party Providers to perform portions of the Services. COMNEXIA remains responsible for the portions of Services it has contractually undertaken, subject to this MSA and the applicable terms governing Third-Party Products.

3.5 Technical Methods

Unless a Sales Order expressly specifies a required technical method, architecture, or product, COMNEXIA may determine the reasonable technical methods, tools, and workflows used to provide the Services.

4. Customer Environment and Service Changes

4.1 Customer Environment Information

Customer will provide accurate and timely information concerning its Customer Environment and will promptly notify COMNEXIA of material changes that may affect the Services.

4.2 Material Changes

Material changes may include:

- acquisitions or divestitures;
- new business locations;
- substantially increased users or devices;
- additional servers or cloud workloads;
- network expansion;
- major application changes;
- mergers;
- infrastructure replacements;
- material changes in data volume;
- additional compliance requirements; or
- substantial increases in support requirements.

If a material change increases COMNEXIA's cost, workload, licensing requirements, or risk, COMNEXIA may require an amended or additional Sales Order or a reasonable pricing adjustment before assuming responsibility for the expanded environment.

4.3 Quantity-Based Services

If a Sales Order uses per-user, per-device, per-license, per-location, storage-based, consumption-based, or similar unit pricing, Customer authorizes COMNEXIA to adjust billed quantities to reflect Services actually provisioned, assigned, consumed, or managed at the applicable Sales Order unit rate.

A reduction in quantity does not override any stated minimum commitment, Third-Party Provider commitment, or Initial Service Term.

4.4 Unsupported Technology

COMNEXIA may recommend replacement, upgrade, remediation, or isolation of unsupported, obsolete, unlicensed, insecure, or materially unreliable technology.

COMNEXIA is not required to continue supporting technology that presents an unreasonable security, legal, or operational risk. If Customer elects to continue using such technology, Section 8 applies.

5. Service Levels, Support, and Maintenance

5.1 Service Levels Only When Expressly Incorporated

Service hours, response targets, escalation procedures, maintenance windows, availability commitments, service credits, and other service levels apply only if expressly stated in:

1. the applicable Sales Order;
2. a service schedule expressly incorporated into that Sales Order; or
3. an SLA expressly incorporated into that Sales Order.

Public website descriptions, marketing materials, prior practices, and general statements about support availability do not independently create contractual service-level guarantees.

5.2 Response Is Not Resolution

A response-time target means the period for COMNEXIA to acknowledge, begin evaluating, or begin responding to a request. It does not guarantee resolution within that period.

Resolution depends on the nature of the problem, Customer cooperation, vendor response, replacement-part availability, Internet and carrier availability, third-party systems, and other circumstances.

5.3 SLA Credits

If an incorporated SLA provides service credits, those credits are Customer's exclusive monetary remedy for COMNEXIA's failure to meet the specific service level covered by that credit, unless the applicable SLA or Sales Order expressly states otherwise.

5.4 Maintenance

COMNEXIA and Third-Party Providers may perform scheduled, emergency, and security maintenance. Where commercially practical, COMNEXIA will provide advance notice of maintenance expected to materially interrupt a Service under COMNEXIA's direct control.

Advance notice may not be feasible for emergency maintenance, active cybersecurity threats, vendor-directed maintenance, or circumstances requiring immediate action.

6. Project and Professional Services

6.1 Projects

Implementation work, migrations, deployments, engineering, consulting, cabling, remediation, procurement, and similar project work may be performed under a Sales Order or statement of work.

6.2 Assumptions and Dependencies

Project schedules and estimates may depend on Customer decisions and approvals, access to Customer systems or facilities, accurate information, Third-Party Provider cooperation, product availability, shipping, licensing, data quality, carrier schedules, and other stated assumptions.

COMNEXIA is not responsible for delays caused by dependencies outside its reasonable control.

6.3 Changes and Out-of-Scope Work

Work materially outside an agreed project scope may require a change order, additional Sales Order, or approval for time-and-materials work.

An Authorized Contact may approve ordinary out-of-scope operational work by email, support ticket, electronic approval, or another mutually accepted method.

6.4 Acceptance

If a Sales Order contains acceptance criteria, those criteria control.

If no formal acceptance criteria are stated, a deliverable will be considered accepted when Customer places it into production, begins material operational use of it, or otherwise communicates acceptance. Latent defects or warranty obligations are not waived solely because a deliverable was accepted.

7. Customer Responsibilities

Customer will:

7.1 Cooperation

Provide reasonable cooperation, information, approvals, access, workspace, and assistance necessary for COMNEXIA to provide the Services.

7.2 Authorized Contacts

Maintain current Authorized Contacts and promptly inform COMNEXIA when authority changes. Customer is responsible for instructions given by its Authorized Contacts within the authority Customer has represented they possess.

7.3 Personnel Changes

Promptly notify COMNEXIA when employees, contractors, or other users separate from Customer, change roles, or should have access removed or modified.

7.4 Credentials and Access

Use reasonable safeguards to protect passwords, authentication devices, API credentials, administrative accounts, recovery information, and other access credentials.

7.5 Multi-Factor Authentication

Use multi-factor authentication where reasonably available and recommended by COMNEXIA for systems within the scope of the Services, unless Customer has made a documented business decision not to do so.

7.6 Physical Security

Maintain reasonable physical security for Customer facilities, equipment, and systems.

7.7 Laws and Third-Party Rights

Use the Services in compliance with applicable law, third-party license terms, and the rights of other persons.

7.8 Supported Technology

Maintain reasonably supported and properly licensed hardware, software, and operating systems, unless the applicable Sales Order specifically makes COMNEXIA responsible for replacing or licensing them.

7.9 Security Controls

Not knowingly disable, bypass, materially weaken, or interfere with security, monitoring, backup, or management controls deployed by COMNEXIA without prior coordination.

7.10 Incident Notification

Promptly notify COMNEXIA of suspected compromise, ransomware, phishing, business email compromise, fraudulent payment activity, unauthorized access, or other material cybersecurity events that may involve systems covered by the Services.

7.11 Insurance

Maintain commercially reasonable insurance appropriate to Customer's business and risk profile, including cyber liability and crime or social-engineering coverage where reasonably appropriate.

7.12 Legal and Regulatory Responsibility

Determine the legal and regulatory requirements applicable to Customer's business and communicate relevant requirements to COMNEXIA.

COMNEXIA does not serve as Customer's legal counsel, auditor, or compliance certifier unless a Sales Order expressly states otherwise.

8. Cybersecurity and Shared Security Responsibility

8.1 Cybersecurity Reduces Risk but Does Not Eliminate Risk

Customer acknowledges that no cybersecurity product, configuration, monitoring service, or security program can guarantee prevention of every cyberattack, ransomware event, phishing attack, business email compromise, zero-day exploit, credential theft, data breach, insider event, or other Security Incident.

8.2 Shared Responsibility

Security depends on measures implemented by COMNEXIA, Customer, Customer personnel, and Third-Party Providers.

COMNEXIA is responsible only for security responsibilities it expressly assumes under this MSA, a Sales Order, or another signed agreement.

8.3 Security Recommendations

COMNEXIA may make recommendations involving MFA, Conditional Access, endpoint protection, encryption, patching, backup, network segmentation, supported operating systems, password practices, security awareness, privileged access, logging, or other safeguards.

Customer remains responsible for business decisions concerning adoption of recommendations unless implementation is expressly included within the Services and COMNEXIA has authority to implement the recommendation without further approval.

8.4 Declined or Prevented Security Recommendations

If:

1. COMNEXIA identifies a material security risk or recommends a material security control;
2. Customer declines, delays, disables, or prevents implementation after receiving notice reasonably describing the risk; and
3. a later loss, compromise, or interruption is materially caused or materially increased by that decision,

COMNEXIA will not be responsible for that loss to the extent it was reasonably attributable to Customer's decision.

This Section does not excuse COMNEXIA from responsibility for its own independent breach of an obligation expressly assumed under the Agreement.

8.5 Emergency Protective Action

If COMNEXIA reasonably believes immediate action is necessary to prevent or contain imminent material harm to Customer, COMNEXIA, another customer, or a Third-Party Provider, COMNEXIA may take reasonable temporary protective action within systems it is authorized to manage.

Where practical, COMNEXIA will first attempt to contact an Authorized Contact.

9. Security Incidents and High-Risk Instructions

9.1 Customer Incident Cooperation

Customer will reasonably cooperate in investigation, containment, and remediation of suspected Security Incidents affecting systems within the scope of the Services.

9.2 Incident Response Services

Routine managed IT or cybersecurity Services do not automatically include forensic investigation, legal incident response, notification services, ransomware negotiation, forensic imaging, e-discovery, regulatory reporting, or similar specialized incident-response work.

Such work may require a separate Sales Order and may be billed at COMNEXIA's then-current rates.

9.3 High-Risk Requests

COMNEXIA may use enhanced verification before acting on requests involving:

- password resets;
- MFA resets;
- privileged or administrative accounts;
- new administrator creation;
- bank-account information;
- wiring instructions;
- ACH changes;
- payroll changes;
- domain transfers;
- major security-control changes; or
- other requests presenting elevated fraud or security risk.

9.4 Verification

COMNEXIA may require out-of-band verification through a previously established telephone number, known Authorized Contact, secure portal, or another verification procedure.

COMNEXIA may refuse or delay a high-risk request until verification is completed and will not be responsible for reasonable delay caused by following an established verification procedure.

9.5 Payment Instruction Fraud

Neither Party should rely solely on an unexpected email purporting to change payment, ACH, banking, or wire instructions.

Customer must independently verify any purported change to COMNEXIA payment instructions through a previously known COMNEXIA contact method before transferring funds.

10. Backup, Disaster Recovery, and Business Continuity

10.1 Backup Is Not Included Unless Purchased

COMNEXIA has no obligation to back up, replicate, archive, retain, or restore Customer Data unless an applicable Sales Order expressly includes backup, replication, archive, retention, disaster-recovery, or similar Services.

10.2 Scope

Where backup Services are purchased, the applicable Sales Order, service schedule, and Third-Party Provider terms determine protected systems, protected workloads, storage capacity, frequency, retention, exclusions, recovery options, and applicable service levels.

10.3 No Implied RPO or RTO

No recovery-point objective ("RPO"), recovery-time objective ("RTO"), or guaranteed restoration period applies unless expressly stated in a Sales Order or incorporated SLA.

10.4 Recovery Limitations

Successful monitoring or completion of a backup job does not guarantee that every file, database, application, configuration, or system will be recoverable.

Recovery may be affected by corruption, open files, application consistency, credentials, encryption, third-party failures, Customer actions, retention periods, malware, storage failure, and other circumstances.

10.5 Customer Responsibility for Scope

Customer is responsible for confirming that the backup Services it purchases cover the systems, accounts, applications, and data Customer expects to protect.

Data or systems outside the purchased scope are not automatically protected.

11. Third-Party Products and Services

11.1 Third-Party Dependencies

COMNEXIA may resell, procure, recommend, configure, administer, support, or facilitate Third-Party Products, including products and services provided by Microsoft, telecommunications carriers, Internet providers, cloud providers, hardware manufacturers, cybersecurity vendors, backup vendors, software publishers, domain registrars, and hosting providers.

11.2 Third-Party Terms

Customer's right to use a Third-Party Product is subject to the applicable Third-Party Provider's then-current license, subscription, product, acceptable-use, privacy, support, and service terms.

Customer agrees to comply with such terms when Customer purchases, receives, or uses the applicable Third-Party Product.

11.3 Microsoft and Similar Licensing

Where COMNEXIA provides or facilitates Microsoft or similar licensing, Customer agrees to the applicable current provider terms governing those products.

COMNEXIA does not have authority to modify Third-Party Provider licensing rights, use restrictions, or service terms on behalf of the Third-Party Provider.

11.4 Third-Party Availability

COMNEXIA does not control Third-Party Providers and does not guarantee their uptime, security, service continuity, product functionality, support response, licensing structure, pricing, feature availability, data location, product life cycle, or continued availability.

COMNEXIA is not responsible for a Third-Party Provider's independent acts or omissions except to the extent COMNEXIA separately breached an express obligation to Customer.

11.5 Vendor Changes

A Third-Party Provider may change pricing, licensing, features, support, terms, minimum commitments, or product availability. COMNEXIA may pass through changes that affect Services purchased for Customer, subject to Section 19.

11.6 Noncancelable Third-Party Commitments

Customer authorizes COMNEXIA to enter into third-party licensing, subscription, carrier, hosting, and other commitments reasonably necessary to fulfill an executed Sales Order.

If COMNEXIA incurs a noncancelable or nonrefundable commitment for Customer, Customer remains financially responsible for that commitment for its full duration even if Customer stops using the product, reduces users or licenses, terminates a Sales Order, terminates the relationship with COMNEXIA, or COMNEXIA can no longer provide unrelated Services.

COMNEXIA will not charge Customer for a Third-Party Provider commitment that COMNEXIA is able to cancel without cost and no longer incurs.

11.7 Vendor Discontinuation

If a Third-Party Provider materially changes or discontinues a product required for a Service, COMNEXIA may reasonably:

1. substitute a reasonably comparable product;

2. propose modified pricing or scope; or
3. terminate the affected Service if a commercially reasonable substitute is unavailable.

Such termination does not relieve Customer of valid noncancelable Third-Party Provider obligations already incurred for Customer.

12. Telecommunications and Voice Services

12.1 Internet and Power Dependency

VoIP, hosted voice, Microsoft Teams Phone, SIP, and similar communications Services may depend on electricity, Customer networking, Internet connectivity, carriers, cloud platforms, and other systems outside COMNEXIA's direct control.

Loss of those dependencies may interrupt voice or emergency-calling functionality.

12.2 Emergency Calling

Where applicable, Customer will:

- provide accurate service and emergency-location information;
- promptly update location information when phones, users, or devices move;
- comply with required emergency-calling disclosures and acknowledgement procedures; and
- ensure personnel understand material limitations of the applicable calling service.

12.3 Separate Telecommunications Terms

COMNEXIA may require a telecommunications, carrier, or emergency-calling schedule or acknowledgement in addition to this MSA.

This MSA does not replace notices, acknowledgements, or other procedures required by applicable telecommunications law or a Third-Party Provider.

13. Hardware, Equipment, and Procurement

13.1 Customer-Purchased Equipment

Unless a Sales Order states otherwise, title to hardware purchased by Customer through COMNEXIA transfers to Customer after COMNEXIA has received full payment for the hardware and related charges.

13.2 COMNEXIA-Owned or Leased Equipment

Equipment identified as leased, rented, loaned, hosted, financed, or COMNEXIA-owned remains the property of COMNEXIA or the applicable owner.

Customer acquires no ownership interest merely through possession or use.

13.3 Care of Equipment

Customer will use reasonable care with COMNEXIA-owned equipment and is responsible for loss or physical damage beyond ordinary wear, except to the extent caused by COMNEXIA.

13.4 Returns

Upon termination of the applicable Service, Customer will make COMNEXIA-owned equipment reasonably available for return. Customer may be charged reasonable replacement costs for equipment not returned after reasonable notice.

13.5 Special Orders and Vendor Policies

Hardware, software, and other products ordered specifically for Customer may be noncancelable or subject to manufacturer, distributor, or vendor return and restocking policies once ordered.

Customer is responsible for those commitments when disclosed in the Sales Order, quotation, or ordering process.

13.6 Manufacturer Warranties

Third-party hardware warranties are provided by the manufacturer or supplier. COMNEXIA may reasonably assist with warranty claims as part of purchased Services but does not independently expand the manufacturer's warranty unless expressly agreed in writing.

14. Customer Data, Privacy, and Regulated Information

14.1 Customer Ownership

As between Customer and COMNEXIA, Customer retains all ownership rights in Customer Data.

14.2 Limited Rights to Process Customer Data

Customer authorizes COMNEXIA and its personnel, contractors, and Third-Party Providers to access, host, transmit, copy, process, and otherwise use Customer Data as reasonably necessary to provide and support the Services, secure and maintain systems, troubleshoot problems, perform backup or recovery where purchased, fulfill Customer instructions, comply with law, protect legal rights, and perform related administrative functions.

14.3 Security

COMNEXIA will maintain commercially reasonable administrative, technical, and physical safeguards appropriate to the Services and the nature of Customer Data within systems under COMNEXIA's control.

No security safeguard is represented to be impenetrable.

14.4 Regulated Data

Customer will notify COMNEXIA before requiring COMNEXIA to process data subject to specialized contractual or regulatory requirements beyond the ordinary Services.

Depending on the circumstances, the Parties may need a separate Business Associate Agreement, data-processing agreement, financial-services security addendum, government-contracting addendum, CJIS-related agreement, education-records agreement, PCI-related scope document, or other regulatory schedule.

14.5 Compliance Is Shared

Customer remains responsible for determining its compliance obligations.

COMNEXIA is responsible only for regulatory or compliance obligations it expressly assumes in a signed agreement.

Technology Services, security recommendations, or compliance-related consulting do not constitute a guarantee that Customer is compliant with any law, regulation, contractual standard, or framework.

14.6 Data Following Termination

Following termination, Customer Data will be returned, made available, retained, or deleted according to the applicable Sales Order, applicable Third-Party Provider capabilities and terms, legal retention requirements, and reasonable technical feasibility.

COMNEXIA is not required to maintain active licenses, storage, or Third-Party Products after termination at its own cost.

15. Confidentiality

15.1 Confidential Information

“Confidential Information” means nonpublic information disclosed by or on behalf of one Party to the other that is marked confidential, identified as confidential, reasonably should be understood to be confidential under the circumstances, or includes sensitive business, security, financial, technical, personal, or proprietary information.

Customer Data is Customer Confidential Information.

Nonpublic pricing, architecture, security information, tools, scripts, methodologies, and COMNEXIA Materials are COMNEXIA Confidential Information.

15.2 Exclusions

Confidential Information does not include information the recipient can demonstrate:

1. was lawfully known without confidentiality obligation before disclosure;
2. becomes public through no breach by the recipient;
3. is lawfully received from another source without confidentiality obligation; or
4. is independently developed without use of the disclosing Party's Confidential Information.

15.3 Use and Protection

The recipient will use Confidential Information only for purposes related to the Agreement or exercise of legal rights, use reasonable care to protect it, and disclose it only to persons with a legitimate need to know who are subject to appropriate confidentiality obligations.

15.4 Service Providers and Personnel

COMNEXIA may disclose Customer Confidential Information to employees, contractors, subprocessors, and Third-Party Providers as reasonably necessary to provide the Services, subject to appropriate contractual or legal confidentiality obligations.

15.5 Compelled Disclosure

A Party may disclose Confidential Information when required by subpoena, court order, or law.

Where legally permitted and reasonably practical, the receiving Party will provide prompt notice so the disclosing Party may seek protective relief.

15.6 Return and Destruction

Upon reasonable request or termination, each Party will return or destroy the other Party's Confidential Information when reasonably practicable, except information retained in routine backups, pursuant to legal requirements, for dispute or compliance purposes, or within systems where selective deletion is not reasonably feasible.

Retained information remains subject to this Section.

15.7 Survival

Confidentiality obligations survive termination for as long as the information remains confidential or legally protected, and trade-secret obligations continue for as long as applicable law protects the information as a trade secret.

16. Intellectual Property

16.1 Existing Property

Each Party retains ownership of intellectual property it owned or developed independently of the Services.

16.2 COMNEXIA Materials

COMNEXIA retains all rights in COMNEXIA Materials, including modifications, improvements, and derivative tools developed in providing Services.

Customer does not acquire ownership of COMNEXIA Materials merely because they are deployed, configured, or used in Customer's environment.

16.3 Customer Materials

Customer retains ownership of Customer Data, trademarks, content, and other materials supplied by Customer.

Customer grants COMNEXIA the limited rights reasonably necessary to use those materials to provide the Services.

16.4 Custom Deliverables

A deliverable will become Customer-owned only if a Sales Order expressly identifies it as a **Customer-Owned Deliverable**.

Upon full payment, ownership of the specifically identified Customer-Owned Deliverable transfers to Customer, excluding COMNEXIA Materials, generalized know-how, reusable scripts and tools, templates, methodologies, third-party components, and open-source software.

COMNEXIA grants Customer a perpetual, nonexclusive license to any COMNEXIA Materials embedded in a Customer-Owned Deliverable solely to the extent reasonably necessary for Customer to use that deliverable internally.

16.5 Third-Party Intellectual Property

Third-party software and other intellectual property remain subject to the rights of their respective owners and applicable Third-Party Provider terms.

17. Artificial Intelligence and Automated Technology

17.1 COMNEXIA Use of AI-Assisted Tools

COMNEXIA may use artificial intelligence, machine learning, automation, and other technology-assisted tools to improve efficiency, analysis, documentation, monitoring, support, and service delivery.

COMNEXIA will apply the confidentiality and security obligations of this MSA to Customer Confidential Information used in providing Services.

17.2 Public Consumer AI Services

COMNEXIA will not intentionally submit Customer Confidential Information to a public consumer AI service for purposes of training a public model unless Customer has authorized that use or applicable contractual protections reasonably permit it.

17.3 Customer-Directed AI Platforms

Microsoft Copilot and other AI products purchased, selected, or directed by Customer are Third-Party Products.

Their data use, security, accuracy, availability, and functionality are governed by applicable Third-Party Provider terms.

17.4 AI Output

AI-generated or AI-assisted output may contain errors, omissions, or inaccurate conclusions.

Customer is responsible for appropriate human review before relying on AI output for legal, financial, employment, safety, regulatory, or other material business decisions.

17.5 Automated Actions

COMNEXIA may use automated actions within the authority granted by Customer and the applicable Services. Automation does not expand COMNEXIA's contractual responsibility beyond the agreed Service scope.

18. Fees, Invoicing, and Payment

18.1 Fees

Customer will pay all fees, charges, and expenses identified in Sales Orders or otherwise properly authorized under this MSA. All amounts are payable in U.S. Dollars unless a Sales Order states otherwise.

18.2 Recurring Charges

Unless a Sales Order states otherwise, Recurring Charges are billed monthly in advance. COMNEXIA may prorate the initial partial month of a recurring Service.

18.3 Nonrecurring Charges

Unless otherwise agreed, hourly work, usage charges, overages, and other nonrecurring Services may be billed in arrears. Projects, hardware, software, implementation charges, and other one-time purchases may be invoiced according to the applicable Sales Order or approved quotation.

18.4 Due Date

Invoices are due upon receipt unless the applicable Sales Order expressly states another payment term.

18.5 Prepayment and Credit

Provision of Services may be subject to reasonable credit approval.

COMNEXIA may require deposits, advance payment, or other reasonable credit accommodations where identified in a Sales Order, quotation, or credit arrangement or where Customer's payment history materially deteriorates.

18.6 Payment Methods

Customer may authorize COMNEXIA to process ACH, credit card, or other electronic payments under a separate authorization. Any payment-processing surcharge must be disclosed and may be charged only to the extent permitted by applicable law and the applicable payment-network rules.

18.7 Taxes and Governmental Charges

Customer is responsible for sales, use, excise, telecommunications, regulatory, and similar taxes, assessments, and governmental charges arising from Customer's purchase or use of Services, excluding taxes imposed on COMNEXIA's net income.

Customer must provide valid exemption documentation before COMNEXIA is required to treat a transaction as exempt.

18.8 Shipping, Travel, and Expenses

Customer will reimburse shipping, freight, travel, and reasonable out-of-pocket expenses when stated in a Sales Order or quotation, approved by an Authorized Contact, or reasonably incurred in emergency work requested or authorized by Customer.

18.9 Invoice Disputes

Customer must notify COMNEXIA in writing of a billing dispute within 180 days after the invoice date and describe the disputed charge with reasonable specificity.

Charges not disputed within that period are deemed accepted, except for mathematical errors or matters that legally cannot be waived.

A billing dispute does not excuse Customer from timely paying undisputed amounts.

18.10 Late Interest

Any undisputed amount that remains due and payable for 30 days or more may accrue interest at the lesser of:

1. 1.5% per month; or
2. the maximum rate permitted by applicable law,

calculated from the date the amount originally became due until paid.

18.11 Collection Costs

To the extent permitted by applicable law, Customer will reimburse COMNEXIA for reasonable collection costs, court costs, and attorneys' fees properly incurred in collecting undisputed amounts after default.

18.12 Returned or Rejected Payments

COMNEXIA may charge Customer the actual bank or payment-processing costs associated with a returned, rejected, or reversed payment and any additional fee expressly permitted by applicable law.

18.13 No Setoff

Customer may not deduct, withhold, or set off amounts against an invoice except for a timely asserted good-faith billing dispute or as required by law.

19. Pricing Changes

19.1 Initial Pricing

Pricing stated in a Sales Order controls during its Initial Service Term unless the Sales Order expressly permits adjustment, Service quantities change, Customer's environment materially changes, taxes or governmental charges change, or Third-Party Provider costs change as provided below.

19.2 Third-Party Price Changes

If a Third-Party Provider increases or imposes a cost attributable to Customer, COMNEXIA may pass that increase through to Customer after reasonable notice.

This includes changes involving Microsoft or other software licensing, cloud consumption, carriers, telecommunications, security services, backup platforms, hardware subscriptions, regulatory recovery fees, and other vendor charges.

19.3 Taxes and Governmental Charges

Changes in taxes, regulatory charges, and governmental fees may be passed through without amendment to a Sales Order.

19.4 COMNEXIA-Controlled Recurring Pricing

Unless a Sales Order provides fixed renewal pricing, COMNEXIA may adjust its own Recurring Charges after expiration of the Initial Service Term on at least 30 days' advance notice.

19.5 Material Scope Changes

Pricing may also be adjusted by agreement where Customer materially changes its environment or requested Service scope as described in Section 4.

20. Term and Renewal

20.1 MSA Relationship

This MSA does not have a separate committed service term. It becomes applicable as described in Section 1.2 and remains the governing framework for each Sales Order that incorporates it for as long as that Sales Order remains active and related obligations survive.

20.2 Sales Order Terms

Each Sales Order will establish the Initial Service Term applicable to the Services purchased under that Sales Order.

20.3 Renewal

The renewal mechanism stated in the applicable Sales Order controls.

If a Sales Order identifies an Initial Service Term but does not state a different renewal mechanism, the Sales Order will automatically renew for successive renewal periods equal to its Initial Service Term unless either Party provides at least 60 days' written notice of nonrenewal before the end of the then-current term, subject to any non-waivable notice requirement imposed by applicable law.

20.4 Future Orders

Either Party may notify the other that it does not wish to enter into additional Sales Orders. Such notice prevents future ordering but does not terminate or modify an active Sales Order.

21. Termination

21.1 Customer Termination for COMNEXIA Breach

Customer may terminate an affected Sales Order for material breach if:

1. COMNEXIA materially fails to provide a Service expressly required by that Sales Order and fails to cure the failure within ten days after receiving written notice describing the failure; or
2. COMNEXIA materially breaches another obligation under the Agreement and fails to cure the breach within 30 days after receiving written notice describing it.

If a breach cannot reasonably be cured within the applicable period but COMNEXIA promptly begins and diligently continues a reasonable cure, the cure period will be extended for the time reasonably necessary to complete the cure.

21.2 COMNEXIA Termination for Customer Breach

COMNEXIA may terminate an affected Sales Order or, for a material breach affecting the overall relationship, multiple Sales Orders if:

1. Customer materially misrepresented information necessary to establish the Services;
2. the person executing the Agreement lacked authority to bind Customer;
3. Customer fails to pay an undisputed overdue amount within four Business Days after written notice;
4. Customer materially breaches the Agreement and fails to cure within 30 days after notice;
5. Customer repeatedly violates an applicable AUP;
6. Customer's conduct creates an unreasonable legal, security, or operational risk; or
7. applicable law or a Third-Party Provider legally prevents continued provision of the Service.

21.3 Insolvency

To the extent permitted by applicable law, either Party may terminate affected Sales Orders if the other Party ceases ordinary operations, makes a general assignment for creditors, becomes subject to insolvency or bankruptcy proceedings that are not timely dismissed, or becomes unable to pay debts in the ordinary course.

21.4 Customer Termination for Convenience

Customer may terminate a Sales Order for convenience on at least 30 days' written notice.

A convenience termination does not eliminate Customer's contractual commitments for the then-current term and is subject to Section 22.

22. Early Termination Charges and Effect of Termination

22.1 Amounts Due

Upon expiration or termination, Customer must pay:

1. all charges accrued through the effective termination date;
2. all approved work performed but not yet invoiced;
3. all noncancelable or nonrefundable Third-Party Provider commitments incurred for Customer;
4. applicable equipment, return, transition, and restoration charges; and
5. any Early Termination Charge applicable under this Section.

22.2 Early Termination Charge

If Customer terminates a Sales Order for convenience before expiration of its then-current term, or COMNEXIA terminates that Sales Order because of Customer's uncured material breach, Customer will pay an Early Termination Charge equal to:

the Recurring Charges that would otherwise have become payable through the end of the then-current term, less direct recurring Third-Party Provider charges and other direct variable costs that COMNEXIA actually avoids solely because of the early termination.

Noncancelable Third-Party Provider commitments are separately payable in full to the extent not already included in that calculation.

22.3 Liquidated Damages Intent

The Parties acknowledge that an early termination may cause losses that are difficult to calculate precisely, including unrecovered onboarding and implementation costs, reserved personnel and operating capacity, pricing concessions given in exchange for a committed term, lost contribution margin, administrative costs, and vendor commitments.

The Early Termination Charge is intended to be a reasonable pre-estimate of those losses and not a penalty.

COMNEXIA will not recover both the Early Termination Charge and duplicative actual damages for the same loss.

22.4 No Early Termination Charge for COMNEXIA's Uncured Material Breach

Customer will not owe an Early Termination Charge for an affected Sales Order properly terminated under Section 21.1 because of COMNEXIA's uncured material breach.

Customer remains responsible for properly incurred noncancelable Third-Party Provider commitments unless the applicable commitment can be cancelled without cost because of COMNEXIA's breach.

22.5 Return of Property

Each Party will return the other's property as reasonably required following termination.

22.6 Transition Assistance

At Customer's reasonable request, COMNEXIA will provide commercially reasonable transition assistance consistent with security, legal, and technical requirements.

Unless expressly included in a Sales Order, substantial transition, documentation, migration, data-export, engineering, vendor-coordination, and offboarding work is billable at COMNEXIA's then-current rates.

COMNEXIA may require prepayment for material third-party costs or substantial transition work after termination.

22.7 Credentials

COMNEXIA will reasonably cooperate in transferring Customer-owned administrative credentials and access information in COMNEXIA's possession that Customer is entitled to control.

COMNEXIA is not required to transfer COMNEXIA-owned credentials, shared service-provider accounts, security secrets relating to other customers, proprietary management infrastructure, or Third-Party Provider credentials that applicable provider terms prohibit COMNEXIA from transferring.

22.8 Continuing Vendor Commitments

Termination of COMNEXIA's management or support role does not cancel Microsoft, carrier, software, cloud, or other commitments that cannot be cancelled under applicable Third-Party Provider terms.

23. Suspension

COMNEXIA may suspend some or all affected Services when reasonably necessary because of:

1. nonpayment as provided in Section 18;
2. Customer misuse;
3. violation of law;
4. an active or suspected material security threat;
5. compromised credentials or systems;
6. an imminent threat to COMNEXIA, Customer, another customer, or a Third-Party Provider;
7. material breach of the Agreement;
8. Customer's failure to cooperate with a reasonable security or abuse investigation;
9. a Third-Party Provider suspension; or
10. a legal or governmental requirement.

Where commercially reasonable, COMNEXIA will give notice and an opportunity to cure before suspension.

COMNEXIA may act without advance notice when delay would reasonably increase a material security, operational, or legal risk.

Customer remains responsible for Recurring Charges during a suspension caused by Customer, unless COMNEXIA is able to avoid the underlying cost and the applicable Sales Order provides otherwise.

24. Limited Warranty and Disclaimer

24.1 Professional Services Warranty

COMNEXIA warrants that Services under its direct control will be performed in a commercially reasonable and professional manner consistent with Section 3.2.

If Customer reasonably demonstrates a breach of that warranty and promptly notifies COMNEXIA, COMNEXIA's first obligation will be to reperform or correct the materially nonconforming Service when commercially reasonable.

24.2 No Outcome Guarantee

Customer acknowledges that technology and cybersecurity involve inherent risks.

COMNEXIA does not guarantee uninterrupted operation, error-free technology, prevention of every cyberattack, prevention of ransomware, prevention of phishing or social engineering, prevention of business email compromise, prevention of data loss, uninterrupted Microsoft or cloud availability, Internet or telecommunications-carrier availability, hardware longevity, successful recovery of every item of data, elimination of every vulnerability, regulatory compliance, or any particular business or security outcome.

24.3 Third-Party Products

Third-Party Products are provided subject to the applicable Third-Party Provider warranties, if any.

COMNEXIA does not independently warrant Third-Party Products.

24.4 Disclaimer

EXCEPT FOR WARRANTIES EXPRESSLY STATED IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, THIRD-PARTY PRODUCTS, AND RELATED TECHNOLOGY ARE PROVIDED “AS IS” AND “AS AVAILABLE.” COMNEXIA DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT A WARRANTY CANNOT LAWFULLY BE DISCLAIMED.

25. Indemnification

25.1 COMNEXIA Indemnification

Subject to Sections 25.3 and 26, COMNEXIA will defend Customer against a third-party claim to the extent the claim alleges:

1. bodily injury, death, or physical damage to tangible property directly caused by COMNEXIA's gross negligence or willful misconduct in performing Services; or
2. that a COMNEXIA-owned Customer-Owned Deliverable created specifically for Customer infringes a United States patent, copyright, or trademark.

25.2 Intellectual Property Remedy

For a claim under Section 25.1(2), COMNEXIA may, at its option:

1. obtain the right for Customer to continue using the affected item;
2. modify or replace the affected item so it is no longer infringing; or
3. terminate the affected Service and refund prepaid charges for the terminated portion not yet provided.

COMNEXIA has no indemnification obligation for infringement arising from Customer Data or Customer materials, Third-Party Products, Customer modifications, use outside the agreed scope, combinations not supplied or approved by COMNEXIA, or Customer's continued use after COMNEXIA provides a noninfringing replacement.

25.3 Customer Indemnification

Customer will defend COMNEXIA and its affiliates, personnel, and contractors against third-party claims to the extent arising from:

1. Customer Data or Customer-supplied materials that infringe third-party rights;
2. Customer's unlawful use of the Services;
3. Customer's material violation of applicable Third-Party Provider terms;
4. Customer instructions that COMNEXIA follows in good faith and that violate the rights of a third party;
5. Customer's material breach of an applicable AUP; or
6. acts or omissions of Customer personnel or persons to whom Customer grants system access, except to the extent the claim was caused by COMNEXIA's independent breach of the Agreement.

25.4 Procedure

The Party seeking indemnification must promptly provide notice of the claim, provide reasonable cooperation at the indemnifying Party's expense, and permit the indemnifying Party to control the defense and settlement.

Failure to provide prompt notice relieves the indemnifying Party only to the extent materially prejudiced by the delay.

The indemnifying Party may not settle a claim in a manner that admits wrongdoing by the indemnified Party, imposes nonmonetary obligations on it, or fails to provide an appropriate release without the indemnified Party's consent, which will not be unreasonably withheld.

26. Limitation of Liability

26.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT, REGARDLESS OF THEORY OF LIABILITY AND EVEN IF ADVISED THAT SUCH DAMAGES WERE POSSIBLE.

FOR COMNEXIA, THE EXCLUDED DAMAGES ALSO INCLUDE LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST OPPORTUNITIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF USE, AND LOSS OR CORRUPTION OF DATA, EXCEPT TO THE EXTENT AN EXPRESSLY PURCHASED BACKUP OR RESTORATION SERVICE PROVIDES A DIFFERENT REMEDY.

26.2 General Aggregate Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMNEXIA'S TOTAL AGGREGATE MONETARY LIABILITY ARISING OUT OF OR RELATING TO AN EVENT OR SERIES OF RELATED EVENTS UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHERWISE, WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO COMNEXIA FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

If the affected Service has been provided for fewer than six months, the cap will equal the fees paid or payable for the affected Service during the period it has been provided.

26.3 Matters Not Treated as COMNEXIA Liability

The liability cap does not limit Customer's obligation to pay invoices, taxes, equipment charges, Early Termination Charges, non-cancelable Third-Party Provider commitments, Customer indemnification obligations, or charges for Services properly rendered.

26.4 Legally Non-Limitable Liability

Nothing in the Agreement excludes or limits liability to the extent a limitation is prohibited by applicable law, including liability arising from fraud or willful misconduct where such liability may not lawfully be limited.

The treatment of gross negligence under this Section is subject to applicable Georgia law and any legally non-waivable limitation.

26.5 Allocation of Risk

The Parties acknowledge that the pricing and other terms of the Agreement reflect this allocation of risk and that COMNEXIA would not provide the Services on the same economic terms without these limitations.

27. Insurance

Each Party will maintain insurance that is commercially reasonable for its business and contractual responsibilities.

Customer should maintain insurance appropriate to its particular technology and operational risk, including cyber liability, business interruption, data restoration, and crime or social-engineering coverage where commercially appropriate.

Insurance does not expand either Party's liability beyond the Agreement.

28. Personnel and Non-Solicitation

28.1 Restricted Solicitation

During the term of an active Sales Order and for 12 months after that Sales Order ends, Customer will not knowingly and directly solicit for employment an employee or individual contractor of COMNEXIA who materially performed Services for Customer, without COMNEXIA's written consent.

28.2 Exclusions

This Section does not prohibit general advertisements not targeted at COMNEXIA personnel, a person's unsolicited application, contact initiated by an independent recruiter without Customer directing the recruiter to target COMNEXIA, or a relationship or recruitment process documented as existing before the person began materially providing Services to Customer.

28.3 Remedy

If Customer materially violates this Section, COMNEXIA may seek its actual, reasonable recruiting, replacement, training, and transition costs, together with any other remedy available under applicable law. This provision is intended to protect legitimate workforce and replacement interests and is not intended to prohibit lawful employee mobility beyond the stated restriction.

29. Acceptable Use, Legal Compliance, and Export Controls

29.1 Acceptable Use Policy

Customer will comply with any AUP expressly incorporated into a Sales Order.

29.2 AUP Updates

COMNEXIA may reasonably update an AUP to address changes in law, cybersecurity threats, abuse patterns, Third-Party Provider requirements, or reasonable technology-industry practices.

COMNEXIA will provide reasonable notice of a material change where practicable.

If a discretionary AUP change materially and adversely affects Customer's use of an affected Service and is not reasonably required by law, security requirements, or a Third-Party Provider, Customer may object in writing within 30 days after the change takes effect. The Parties will attempt in good faith to resolve the issue. If they cannot, Customer may terminate only the materially affected Service without an Early Termination Charge attributable solely to that discretionary change.

29.3 Legal Use

Customer may not use the Services for unlawful, fraudulent, abusive, or unauthorized purposes.

29.4 Export and Sanctions

Each Party will comply with United States export-control and economic-sanctions laws applicable to its performance under the Agreement.

Customer represents that it will not knowingly cause COMNEXIA to provide Services to prohibited persons, destinations, or uses in violation of applicable law.

30. Force Majeure

Neither Party is liable for delay or failure caused by circumstances beyond its reasonable control, including natural disasters, severe weather, fire or flood, war, terrorism, civil unrest, labor disruption, utility failure, widespread Internet failure, carrier failure, major cloud or Third-Party Provider outage, supply-chain disruption, government action, epidemic or public-health emergency, or widespread cyberattack affecting infrastructure outside the affected Party's reasonable control.

The affected Party will use commercially reasonable efforts to mitigate the effect.

Force majeure does not excuse payment for Services already provided, Customer's payment of noncancelable Third-Party Provider commitments already incurred, or obligations that can reasonably be performed despite the event.

31. Governing Law and Litigation in Georgia

31.1 Governing Law

The Agreement and all disputes arising out of or relating to it are governed by the laws of the State of Georgia, without regard to Georgia conflict-of-law rules that would require application of another jurisdiction's substantive law.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

31.2 Exclusive Georgia Forum

To the maximum extent permitted by applicable law, each Party agrees that any lawsuit, action, or proceeding arising out of or relating to the Agreement must be brought exclusively in:

1. an appropriate state court of competent jurisdiction located in Fulton County, Georgia; or
2. if federal subject-matter jurisdiction exists, the United States District Court for the Northern District of Georgia, Atlanta Division.

31.3 Mandatory Georgia Venue Rules

If a non-waivable Georgia constitutional or statutory venue requirement prevents a particular action from being filed in Fulton County, the action must nevertheless be brought in an appropriate court of competent jurisdiction located within the State of Georgia to the maximum extent legally enforceable.

31.4 Personal Jurisdiction

Each Party irrevocably consents to personal jurisdiction in the courts identified above to the maximum extent legally permitted.

31.5 Venue and Forum Non Conveniens

Each Party waives, to the maximum extent legally permitted, objections based on improper venue, inconvenient forum, or similar grounds to an action properly filed under this Section.

31.6 No Mandatory Arbitration

The Agreement does not require arbitration. Disputes will be resolved through litigation unless the Parties later agree in a separate signed writing to arbitrate a particular dispute.

31.7 Jury Trial

No pre-dispute contractual jury-trial waiver is created by this MSA.

31.8 Contractual Claim Period

Except for claims for unpaid amounts, enforcement of confidentiality or intellectual-property rights, claims for equitable relief, or claims for which applicable law does not permit contractual shortening, neither Party may commence a claim arising out of the Agreement more than two years after the claim accrued.

31.9 Equitable Relief

A Party may seek temporary, preliminary, or permanent equitable relief in the courts permitted under this Section when monetary damages would not provide an adequate remedy.

32. Notices

32.1 Formal Legal Notices

Formal notices involving termination for breach, indemnification, legal claims, or other nonroutine legal matters must be in writing.

Formal notices to COMNEXIA must be sent to:

General Counsel

COMNEXIA Corporation

590 W Crossville Road, Suite 201

Roswell, Georgia 30075

Courtesy email copy: info@connexia.com

Formal notices to Customer will be sent to the legal-notice contact, email, and address stated in the applicable Sales Order or subsequently designated in writing.

32.2 Delivery

Formal notice may be delivered by personal delivery, nationally recognized overnight courier, United States mail with delivery tracking, or email to the designated legal-notice email address.

For a termination-for-breach notice or indemnification notice sent solely by email, the sender should also use one of the physical delivery methods above unless the recipient affirmatively acknowledges receipt.

32.3 Routine Notices

Invoices, support notices, security communications, licensing notices, price-change notices, MSA renewal-version notices under Section 1.7, maintenance notices, and other ordinary business communications may be sent by email, customer portal, support system, or other ordinary electronic communication to an Authorized Contact.

32.4 Contact Changes

Each Party is responsible for keeping its contact information current.

33. Assignment

Customer may not assign the Agreement or an individual Sales Order without COMNEXIA's prior written consent, which will not be unreasonably withheld in connection with a bona fide corporate transaction if the proposed assignee is financially capable of performing Customer's obligations, is not a direct competitor of COMNEXIA, is not subject to legal or security restrictions preventing COMNEXIA from serving it, and agrees in writing to assume the applicable obligations.

COMNEXIA may assign the Agreement, in whole or in relevant part, in connection with merger, acquisition, corporate restructuring, financing, asset sale, or sale of substantially all of the business operations associated with the Services.

34. Publicity

Unless Customer notifies COMNEXIA otherwise in writing, COMNEXIA may identify Customer by name as a COMNEXIA customer. Neither Party may use the other Party's logo, trademarks, or service marks in advertising or promotional materials without permission.

35. Relationship of the Parties

COMNEXIA is an independent contractor.

Nothing in the Agreement creates a partnership, joint venture, fiduciary relationship, employment relationship, or general agency between the Parties.

Neither Party may bind the other except to the extent expressly authorized in writing.

36. No Third-Party Beneficiaries

Except for indemnified parties expressly identified in Section 25 and Third-Party Providers entitled to enforce their own applicable terms, the Agreement is for the benefit of Customer and COMNEXIA only and creates no contractual rights in any other person.

37. Miscellaneous

37.1 Entire Agreement

The applicable Sales Orders, this MSA, and documents properly incorporated into them constitute the entire agreement between the Parties concerning their subject matter and supersede prior proposals, discussions, representations, and agreements concerning that subject matter.

37.2 Amendments

Except for MSA version updates made effective under Section 1.7, permitted AUP updates, quantity adjustments, vendor pass-through pricing changes, and routine operational authorizations expressly permitted by the Agreement, the MSA may be amended only in a writing signed by authorized representatives of both Parties.

37.3 Sales Order Changes

Commercial or scope changes to a Sales Order may be documented through a signed amendment, an additional Sales Order, an electronically accepted change order, or another written method expressly authorized by the applicable Sales Order.

37.4 Waiver

Failure or delay in enforcing a right is not a waiver of that right. A waiver is effective only for the specific matter for which it is given.

37.5 Severability

If a provision is held unenforceable, it will be enforced to the maximum extent legally permissible or, where appropriate, severed while the remaining Agreement continues in effect.

37.6 Construction

The Agreement will be interpreted as a commercially negotiated agreement and not against either Party merely because one Party or its counsel drafted it.

Headings are for convenience only. "Including" means "including without limitation."

37.7 No Reliance

Each Party acknowledges that in entering the Agreement it is relying on the written terms of the Agreement and not on an oral promise or representation not included in the Agreement.

This Section does not limit claims based on fraud where applicable law does not permit such limitation.

37.8 Cumulative Remedies

Except where the Agreement states that a remedy is exclusive, contractual remedies are cumulative.

37.9 Survival

Provisions that by their nature should continue after termination survive, including provisions concerning payment, Third-Party Provider commitments, confidentiality, intellectual property, Customer Data, indemnification, liability limitations, dispute resolution, transition obligations, and accrued rights.

38. Electronic Records and Signatures

38.1 Electronic Contracting

The Parties consent to use electronic records and electronic signatures in connection with the Agreement.

An electronic signature, electronic acceptance, or other electronic process adopted with intent to sign is intended to have the same legal effect as an original handwritten signature to the extent permitted by law.

38.2 Sales Order Acceptance

Customer's electronic signature or other valid electronic acceptance of a Sales Order that identifies this MSA constitutes acceptance of both the Sales Order and this MSA, together with properly incorporated documents.

The Parties agree that a separate signature on this website-hosted MSA is not required.

38.3 Opportunity to Review and Retain

A Sales Order should provide Customer access to the applicable MSA version before Customer executes the Sales Order. Customer may download, print, or otherwise retain an electronic copy of the MSA for its records.

38.4 Electronic Records and Audit Trails

The Parties may rely on electronic records showing the date, time, identity, email address, Internet Protocol information, document version, signature certificate, or other audit information associated with electronic acceptance, to the extent available from the electronic-signature or transaction system.

38.5 Counterparts and Copies

Sales Orders, amendments, and other signed documents may be executed in counterparts. PDF copies, electronically signed copies, and other accurately reproducible electronic records may be used as originals.

38.6 Authority

Each person signing or electronically accepting a Sales Order, amendment, or other contractual document represents that the person is authorized to bind the Party on whose behalf the person acts.