ITERONIX HELPDESK

Master Services Agreement

Version 1.1

Audience: Client organisation · Version 2026-11-18

This Master Services Agreement ("Agreement") is between **Iteronix LLC**, cr 18a ("Iteronix"), and the client organisation accepting it ("Client"). It is accepted electronically by an authorised representative of the Client and is effective on the date of acceptance ("Effective Date").

1. Structure

1.1 This Agreement governs all services Iteronix provides to Client, including managed IT support, monitoring, patching, security, remote access, projects and software access (the "Services"). 1.2 Specific services, prices and deliverables are set out in accepted quotes, statements of work, subscriptions selected in the portal and invoices (each an "Order"). The **Service Level Agreement**, **Data Processing Agreement** and **Remote Access and Monitoring Authorization** form part of this Agreement. 1.3 Order of precedence: (a) Data Processing Agreement (for personal data only); (b) this Agreement; (c) Service Level Agreement; (d) Orders. Client's purchase orders or terms do not apply even if accepted or signed by Iteronix. 1.4 The Services are provided to businesses only. Client confirms it is not a consumer and is entering this Agreement for business purposes.

2. Iteronix responsibilities

2.1 Iteronix will perform the Services with reasonable skill and care, in accordance with generally accepted industry practice for managed service providers. 2.2 Iteronix may use subcontractors and third-party tools, remaining responsible for its obligations under this Agreement. 2.3 Iteronix does not provide legal, regulatory, tax or compliance advice. Compliance materials (for example PCI DSS documents or security reports) are templates and assessments to assist Client; Client remains responsible for its own compliance.

3. Client responsibilities

Client will: (a) provide timely access, information, credentials, cooperation and a named contact with authority to make decisions; (b) maintain valid licences for all software and services used in its environment; (c) maintain adequate, tested backups of its data unless backup is expressly included in an Order — **Client is responsible for its data and for its recovery**; (d) implement or approve reasonable security recommendations (for example MFA, updates, end-of-life replacements); where Client declines, delays or overrides a recommendation, Iteronix is released from liability for resulting loss; (e) ensure its users comply with the Acceptable Use Policy and inform its personnel of monitoring as required by law; (f) not hire into

employment or engage directly any Iteronix staff or contractor who provided Services within the previous twelve (12) months, without Iteronix's written consent.

4. Exclusions

Unless expressly included in an Order, the Services do not cover: hardware repair or replacement; unsupported or end-of-life systems; issues caused by Client, its users, third parties or force majeure; recovery of data not backed up by Iteronix; on-site work; after-hours work; or projects. Document Backup is limited as described in clause 4A. Such work is chargeable at Iteronix's then-current rates.

4A. Document Backup service (where ordered)

4A.1 **Scope.** Where Client orders Document Backup, Iteronix backs up business document files (word-processing, spreadsheet, presentation, PDF, plain text, CSV, RTF and OpenDocument files, or other types agreed in writing) found in each covered user's Windows **Desktop** folder and, where selected, **Documents** folder, on devices running the Iteronix agent. Covered users, folders, the per-user storage quota, the maximum file size and the retention package (30, 60, 90 or 180 days) are those shown for Client in the portal. 4A.2 **What is not covered.** Document Backup is a convenience copy of selected files — it is not a full-system, server, application, database, email, mailbox, cloud-service or disaster-recovery backup. It does not cover: other folders or file types; files over the quota or size limit; files that are open, locked, encrypted by other software, cloud-only (for example OneDrive placeholders) or unreadable at backup time; devices that are offline, powered off, without a working agent or removed from the portal; or data changed between backup runs. 4A.3 **Retention.** A file version is kept for the retention period after it is replaced or deleted on the device, then permanently deleted. When the service or this Agreement ends, remaining copies are deleted within 30 days unless Client asks in writing, before the end date, for an export at Iteronix's standard rates. 4A.4 **Security.** Files are encrypted on the device before upload (AES-256-GCM) and stored with Iteronix's storage sub-processor as listed in the Sub-processor List. Encryption keys are held by Iteronix so that files can be restored. 4A.5 **Client responsibilities.** Client is responsible for telling its users which folders are backed up, for keeping business data in covered locations, for checking backup status in the portal and for maintaining its own backups of all other data (clause 3(c)). 4A.6 **No guarantee.** Iteronix will use reasonable efforts to run backups and restores but does not warrant that every file will be backed up or can be restored. Iteronix's liability for lost, corrupted or unrecoverable data is limited to using reasonable efforts to restore the most recent available copy and is subject to clause 10 (limitation of liability); Iteronix is not liable for the cost of recreating data.

5. Fees and payment

5.1 Client will pay the fees in each Order. Recurring fees are billed in advance; time-and-materials and per-ticket charges in arrears. Invoices are due within **14 days** of the invoice date. 5.2 Late amounts bear interest at the lower of 1.5% per month or the maximum permitted by law. Iteronix may suspend Services on 10 days' written notice if undisputed amounts remain unpaid. 5.3 Fees exclude taxes; Client pays all applicable taxes other than taxes on Iteronix's income. 5.4 Client must raise any invoice dispute in writing within 15 days of the invoice date, otherwise the invoice is deemed accepted. 5.5 Iteronix may change recurring fees on 30 days' notice; Client may terminate the affected Service before the change takes effect.

6. Term and termination

6.1 This Agreement continues until terminated. Each Order has the term stated in it and renews automatically for the same period unless either party gives 30 days' notice before renewal. 6.2 Either party may terminate this Agreement or an Order: (a) on 60 days' written notice where no Order has a remaining minimum term; (b) immediately if the other party materially breaches and fails to cure within 30 days of notice; or (c) if the other party becomes insolvent. 6.3 On termination Client pays all fees accrued and any

remaining minimum-term fees. Iteronix will provide reasonable transition assistance at its standard rates, return or delete Client data as set out in the Data Processing Agreement, and may remove its agents and tools from Client devices.

7. Confidentiality

Each party will protect the other's confidential information with reasonable care, use it only to perform this Agreement and disclose it only to personnel and subcontractors who need to know it and are bound by confidentiality. These obligations survive for three years after termination (indefinitely for credentials and trade secrets).

8. Intellectual property

Iteronix retains all rights in the Service, its software, scripts, documentation, know-how and templates. Client retains all rights in its data. Iteronix grants Client a non-exclusive, non-transferable right to use the Service and deliverables for its internal business during the term. Client grants Iteronix a licence to use Client data only to provide the Services and as permitted by the Data Processing Agreement. Iteronix may use aggregated, de-identified data to operate and improve its services.

9. Security; no guarantee

9.1 Iteronix will maintain reasonable administrative, technical and physical safeguards appropriate to the Services. 9.2 **Client acknowledges that no security measure, monitoring or software can prevent all threats, outages or data loss. Iteronix does not warrant that the Services will detect or prevent every security incident, that systems will be uninterrupted or error-free, or that data will never be lost or compromised.** 9.3 **Except as expressly stated in this Agreement, the Services are provided "as is" and Iteronix disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, title and non-infringement.** 9.4 Third-party products and services (including Microsoft, Google, PayPal, remote-access, EDR and AI providers) are provided subject to their own terms, and Iteronix gives no warranty for them.

10. Limitation of liability

10.1 **Neither party is liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for loss of profits, revenue, business, goodwill, anticipated savings, or loss, corruption or unavailability of data, however arising, even if advised of the possibility.** 10.2 **Iteronix's total aggregate liability arising out of or relating to this Agreement and all Orders, whether in contract, tort (including negligence), statute or otherwise, is limited to the fees actually paid by Client to Iteronix in the twelve (12) months before the event giving rise to the claim.** 10.3 Service credits under the Service Level Agreement are Client's sole and exclusive remedy for service-level failures. 10.4 Nothing limits liability for fraud, for death or personal injury caused by negligence, for Client's payment obligations, or any liability that cannot be limited by law. 10.5 The parties agree these limits are a reasonable allocation of risk reflected in the fees.

11. Indemnities

11.1 Client will defend, indemnify and hold harmless Iteronix and its owners, officers, staff and contractors from all claims, losses, damages, fines and costs (including reasonable legal fees) arising from: (a) Client's data or systems, or unlicensed software in Client's environment; (b) acts or omissions of Client's users, including breaches of the Acceptable Use Policy; (c) Client's breach of law, including data-protection and employee-monitoring laws; (d) Client declining or overriding Iteronix's recommendations. 11.2 Iteronix will indemnify Client against third-party claims that the Iteronix software portal, as provided, infringes a third

party's intellectual property right, subject to Section 10.

12. Insurance

Iteronix will maintain professional/technology errors-and-omissions and cyber liability insurance at levels it considers appropriate. Client is responsible for maintaining its own insurance, including cyber insurance where appropriate.

13. Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, pandemics, war, terrorism, cyber attacks by third parties on widely used infrastructure, failure of utilities, internet or cloud providers, or acts of government.

14. Notice of claims

Client must notify Iteronix in writing of any claim, with reasonable detail, and allow Iteronix at least 30 days to investigate and remedy it before commencing any proceedings. **Any claim must be commenced within one (1) year after the cause of action arises**, to the extent permitted by law.

15. Dispute resolution

15.1 **Negotiation.** The parties will first try to resolve any dispute through good-faith negotiation between senior representatives for 30 days. 15.2 **Arbitration.** Any unresolved dispute arising out of or relating to this Agreement will be finally resolved by Colombia. The arbitration will be conducted in English by a single arbitrator, and the award may be entered in any court of competent jurisdiction. Either party may seek urgent injunctive relief from a court to protect confidential information or intellectual property. 15.3 **Class action and jury waiver.** Disputes will be resolved only on an individual basis. **Neither party will bring or participate in any class, collective or representative action, and each party waives any right to a jury trial, to the extent permitted by law.** 15.4 **Governing law.** This Agreement is governed by Colombia, excluding conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods.

16. General

16.1 **Entire agreement.** This Agreement and its Orders are the entire agreement on their subject matter. 16.2 **Assignment.** Client may not assign without Iteronix's consent. Iteronix may assign to an affiliate or successor, including a company formed to carry on its business. 16.3 **Independent contractors.** Nothing creates a partnership, employment or agency relationship. 16.4 **Notices** must be in writing to the addresses on file or through the portal. 16.5 **Electronic acceptance.** The parties agree that acceptance in the portal, including a typed name, is a valid electronic signature and binding. 16.6 **Severability and waiver.** If a provision is unenforceable, it will be enforced to the maximum extent permitted and the rest remains in effect. Failure to enforce is not a waiver. 16.7 **Survival.** Sections 5, 7–11 and 13–16 survive termination. 16.8 **Changes.** Iteronix may update this Agreement for future Orders by publishing a new version and asking Client to accept it.