Enterprise Vendor Agreement

Clause 1: In consideration of the mutual covenants herein, the Vendor ("Party A") agrees—subject to the terms, exceptions, limitations, addendums, and policy references attached hereto (collectively, the "Agreement")—to provide managed IT services, including monitoring, patching, and remote remediation.

Clause 2: The Customer acknowledges that any failure, delay, degradation, outage, interruption, or service unavailability shall not constitute grounds for penalty unless explicitly stated in Appendix C.

Clause 3: Data retention policies may vary depending on third■party integrations; Customer agrees that Vendor is not responsible for loss of archival data unless separately contracted.

Clause 4: Notwithstanding anything in this Agreement, Vendor may suspend services without notice if Customer's system poses a security threat, malware risk, or network instability.

Clause 5: This Agreement supersedes all prior oral/written representations unless specifically incorporated by written amendment.