Anneal Tech LLC Master Service Agreement

This Master Services Agreement (hereinafter, the "Agreement") is entered into by and between Anneal Tech, LLC (hereinafter, "Anneal Tech") and the undersigned Customer (hereinafter, the "Customer"), to be effective on the date the Customer signs this Agreement (the "Effective Date"). Anneal Tech and Customer hereby agree as follows:

1. **Services Provided.** Anneal Tech services (hereinafter, "Anneal Tech Services") are comprised of services related to computers, computer network configuration, and cloud computing; software, equipment, and cloud services (hereinafter, "Products") procurement on Customer's behalf; installation of computers, computer networks, cloud services, related components, and software; integration of the various computer network components and cloud services; and on-going support of computers, computer networks and cloud services.

2. **Ordering of Services.** Customer may request Services or products by approving an Anneal Tech quote, proposal, statement of work, ticket, or similar document ("Order Document"). Each Order Document shall be governed by this Agreement. If a conflict arises between the Agreement and an Order Document, the terms of this Agreement shall control. Pre-printed terms on Customer's purchase orders or similar documents are void and without effect.

3. **Emergency Services & Actions.** Anneal Tech may, at its sole discretion, respond to emergency service requests without a prior signed Order Document, where immediate action is reasonably deemed necessary to protect the safety of Customer personnel or property, or to prevent further damage. Such services shall be documented and deemed approved provided Anneal Tech acted in good faith.

4. **Third-Party Products.** Anneal Tech does not provide any warranty or service level agreement for Software, Equipment, and Cloud Services as such items are provided by a third-party**.** Warranties, service level agreements, Terms, and other clauses may be specified in Anneal Tech Order Documents and/or available directly from the applicable third party providers as may be noted in their literature and/or in their terms of service. By using Products, Customer agrees to such contract terms with the applicable third-party providers.

5. **Product Returns and Refunds:** Anneal Tech will accept exchanges or returns for Equipment within 15 days of receipt of the equipment by Customer. Equipment must be in "like new" condition. Equipment returns shall be subject to a 15% restocking fee. Refunds are not available on Software or Cloud Services.

6. **Repossession and Disabling of Products.** If Customer fails to remit payment as required under this Agreement or any Order Document, Anneal Tech reserves the right to reclaim or disable any unpaid products. Customer hereby grants Anneal Tech physical access to premises and electronic access to systems for this purpose during normal business hours. This remedy is in addition to any other rights or remedies provided by law. Anneal Tech will make every due effort to minimize the disruption these actions may require in a best effort to maintain the reputation of both the Customer and Anneal Tech.

7. **Payment.** Customer agrees to remit payment to Anneal Tech within thirty (30) calendar days from the date of invoice, unless otherwise specified in an Order Document. Orders for products may require prepayment, at Anneal Tech's discretion. Disputed invoices do not delay payment obligations

8. **Late Payment.** Late payments will incur a charge equal to the lesser of 1.5% per month or the maximum rate allowable by applicable law. In the event of non-payment of an invoice after a thirty (30) day period, Anneal Tech may, at its option, discontinue providing Anneal Tech Services and may reclaim and disable Products without liability to Customer. Customer shall reimburse Anneal Tech for all expenses, including all attorneys' fees, incurred in the collection of amounts that are properly due but not paid as required under this Agreement and/or the Order Documents.

9. **Term and Automatic Renewal and Termination.** This Agreement shall remain in effect for a period of twelve (12) months from the Effective Date. Thereafter, it shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the renewal date. If

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an Order Document includes a term beyond the renewal date, this Agreement shall remain in force for the duration of such term.

10. **45 Day Termination.** Customer or Anneal Tech may terminate the services being provided by Anneal Tech under this Agreement with forty-five (45) days prior notice for any reason whatsoever. Termination of Anneal Tech' services shall not alleviate the Customer of paying invoices due and payable to Anneal Tech under this Agreement or any Order Document pending at the time of termination. Termination shall not alleviate Customer of paying Anneal Tech for Products that have been ordered by Customer and may be subject to a term on an individual basis.

11. **Immediate Termination by Anneal Tech.** Anneal Tech may terminate the services being provided by Anneal Tech under this Agreement immediately in the event of non-payment by Customer of any Anneal Tech invoice within the time period described for payment in the Order Documents, or if no time frame is specified, within 30 days of the invoice. Termination of Anneal Tech's services shall not alleviate the Customer of paying invoices due and payable to Anneal Tech under this Agreement or any Order Document pending at the time of termination.

12. **Approval of Invoiced Charges.** Anneal Tech welcomes any questions or concerns about invoices. Customer and Anneal Tech agree that invoices shall be deemed approved by Customer unless the charges are protested in writing by Customer within 60 calendar days of the invoice date.

13. **Remote Access Authorization.** Customer hereby authorizes Anneal Tech to remotely access its IT systems, including but not limited to servers, endpoints, and cloud environments, for the purpose of delivering Services. Anneal Tech shall ensure that all remote access is secure, logged, and limited to authorized personnel.

14. **Change Management.** Anneal Tech and Customer agree to follow a formal change management process for any non-emergency modifications to Customer's IT infrastructure. All planned changes must be:

- Requested via a ticket or written request;
- Approved by both parties before implementation;
- Scheduled to minimize disruption to business operations.
- Emergency changes required to resolve outages or critical issues may be performed without prior approval but will be documented and communicated post-implementation.

15. **Scheduled Maintenance.** Anneal Tech reserves the right to perform scheduled maintenance outside of normal business hours. Maintenance windows will be communicated to the Customer with at least seventy-two (72) hours' notice and shall not count as downtime for the purpose of Service Level compliance unless such maintenance exceeds the published window or is unannounced.

16. **Customer-Owned Infrastructure.** Anneal Tech shall have no responsibility for maintaining or securing infrastructure, software, or equipment owned or managed directly by the Customer or any third party unless expressly included in an Order Document. Failures or delays caused by such systems are excluded from SLA remedies.

17. **Technology Standards and Minimum Requirements.** Anneal Tech requires the Customer's environment to meet baseline technical standards in order to provide support services effectively. These include but are not limited to:

- Supported operating systems and software versions;
- If appropriate, business-grade firewalls and networking equipment;
- Regular patching and updates.

Anneal Tech may decline to support systems that do not meet these standards or may charge additional fees to remediate them.

18. **End-of-Life (EOL) and Unsupported Systems.** Anneal Tech shall not be obligated to support hardware or software designated by the manufacturer as end-of-life, unsupported, or out-of-warranty. Any such support provided will be on a best-effort, non-SLA basis and may be subject to additional hourly charges.

19. **License Compliance.** Customer is solely responsible for maintaining valid and adequate licenses for any third-party software or services used within its environment. Anneal Tech may assist with license tracking or procurement but assumes no responsibility for unlicensed software unless explicitly stated in an Order Document.

20. **Escalation Procedures.** Anneal Tech shall maintain a structured escalation process for unresolved or high-impact issues. If Customer is dissatisfied with the handling of a ticket, they may escalate the matter through the following tiers:

    1. Assigned Technician
    2. Service Desk Team Lead
    3. Account Manager or Client Success Manager
    4. Director of Operations or Executive Leadership

    Escalation contact details shall be provided in the onboarding documentation and updated as needed.

21. **Acceptable Use Policy.** Customer shall not use Anneal Tech Services to engage in any unlawful, abusive, or disruptive activity, including but not limited to:

    - Unauthorized access to third-party systems;
    - Distribution of malware or spam;
    - Circumvention of security controls.

    Violation of this clause may result in immediate suspension of Services and possible termination of the Agreement.

22. **Disclosure of Commissions, Rebates, and Financial Incentives Paid To Anneal Tech.** The Customer acknowledges that it is a common practice in the IT industry for third parties that provide Products to pay companies like Anneal Tech commissions, rebates, and financial incentives if Anneal Tech sells such Products to the Customer.

23. **Customer Responsibility for Recommendations.** The Customer is solely responsible for deciding whether to implement Anneal Tech's recommendations. Anneal Tech shall not be liable for any damages arising from Customer's failure to implement or delay in implementing such recommendations, regardless of the manner in which they are communicated.

24. **No Liability for Third Party Products or Third-Party Installation/Configuration/Maintenance Work.** Customer and Anneal Tech agree that Anneal Tech has no liability for any third-party Products and any installation, configuration, and/or maintenance work done by parties other than Anneal Tech personnel. Anneal Tech shall have no liability to Customer for any direct, incidental, or consequential damages incurred by Customer as a result of work done or products provided by parties other than Anneal Tech personnel.

25. **No Liability for Security Breaches.** Customer acknowledges that security breaches, computer network breaches, and data breaches may occur regardless of the products or services provided by Anneal Tech. Customer acknowledges that certain Products, particularly software products and cloud services, require that employees/users obtain training on how to use such Products. Anneal Tech does not provide this training. The Customer maintains ultimate responsibility for the actions of its employees, contractors, partners, and customers should those actions result in a breach or compromise to Customer data, devices, or software.

26. **Data Protection and Privacy.** Anneal Tech and Customer shall comply with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other applicable state, federal, or international regulations. Anneal Tech shall implement and maintain appropriate technical and organizational measures to protect personal data processed on behalf of the Customer from unauthorized access, disclosure, alteration, or destruction. Unless otherwise agreed in writing, Anneal Tech shall act as a data processor only and shall not use or disclose personal data for any purpose other than to fulfill its obligations under this Agreement. If Anneal Tech becomes aware of a confirmed personal data breach involving Customer data, it shall notify Customer without undue delay and provide reasonable assistance in managing the response.

27. **Customer-Directed Risk Acceptance.** In situations where Anneal Tech advises against a technical decision or security posture, and the Customer chooses to proceed against that advice, Anneal Tech shall be held harmless for any resulting downtime, data loss, security incident, or regulatory impact. Such decisions may require a written Risk Acceptance Waiver signed by the Customer.

28. **Security Standards.** Anneal Tech agrees to maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the integrity, availability, and confidentiality of Customer systems and data.

    At a minimum, Anneal Tech shall:

    - Enforce strong password and authentication policies;

    - Use up-to-date antivirus, endpoint detection, and intrusion prevention tools;

    - Ensure encrypted transmission and storage of sensitive data;

    - Limit internal access to Customer systems and data based on job function;

    - Conduct background checks on employees with system access.

    Anneal Tech shall provide a written summary of its current security controls upon request.

29. **Security Incident Notification.** In the event of a confirmed unauthorized access, disclosure, loss, or destruction of Customer data ("Security Incident"), Anneal Tech shall:

    - Notify Customer without undue delay, and in no event later than 48 hours of confirmation;

    - Provide available details of the incident, including its scope, cause (if known), and mitigation steps taken;

    - Cooperate in good faith with Customer's incident response efforts and applicable legal obligations.

    This clause shall survive termination of the Agreement for so long as Anneal Tech retains access to Customer data.

30. **Cybersecurity Obligations.** Customer shall maintain reasonable user-level cybersecurity practices, including:

    - Use of unique, complex passwords in accordance with NIST 800-63b guidelines.

    - Multi-factor authentication for cloud systems;

    - Avoiding unauthorized software installations;

    - Participation in security awareness training provided by Anneal Tech.

    - Use of appropriately licensed EDR, ITDR, and antivirus solutions.

    - Allow for the restriction of local administrator permissions on all endpoints.

    Anneal Tech may provide recommendations or optional training but is not responsible for user-level breaches stemming from poor cyber hygiene.

31. **Use of Subcontractors.** Anneal Tech may use subcontractors or third-party service providers to perform its obligations under this Agreement. Anneal Tech shall remain fully responsible for the acts and omissions of its subcontractors and shall ensure they are subject to confidentiality, security, and contractual obligations no less protective than those in this Agreement.

32. **Third-Party Vendor Coordination.** Anneal Tech will, as a courtesy, interface with Customer-approved third-party vendors (e.g., software providers, ISPs, copier support vendors) on behalf of the Customer, subject to the following conditions:
    - Requests must be submitted via normal methods and documented appropriately.
    - Vendor escalation contact details must be provided by the Customer.
    - Anneal Tech shall not be responsible for the performance, pricing, or responsiveness of any third party.

33. **Ownership of Work Product.** Unless otherwise agreed in writing, all work product, configurations, scripts, and documentation created specifically for the Customer by Anneal Tech under this Agreement shall be the property of the Customer upon full payment of applicable fees. Anneal Tech retains ownership of its pre-existing materials, intellectual property, tools, and methodologies.

34. **Use of Customer Name and Logo.** Anneal Tech may use the Customer's name and logo in its marketing materials, customer lists, or case studies with the Customer's prior written consent, which shall not be unreasonably withheld.

35. **Audit Rights.** Customer may, no more than once per twelve (12) month period, request to audit Anneal Tech's compliance with this Agreement as it relates to data protection, security, or service delivery. Such audits shall be conducted during regular business hours, with reasonable notice, and in a manner that does not unreasonably interfere with operations. Anneal Tech may redact confidential third-party or internal information not related to Customer services.

36. **Anneal Tech Warranty.** Anneal Tech warrants that Anneal Tech Services provided by Anneal Tech pursuant to an Order Document will be performed in a professional and workmanlike manner in accordance with recognized industry standards. In the event the Anneal Tech Services performed by Anneal Tech fail to meet such warranty, Anneal Tech shall re-perform such Anneal Tech Services at Anneal Tech's sole cost, which shall be Customer's sole and exclusive remedy for any breach of the foregoing warranty. Except as specifically stated in this Agreement, Anneal Tech makes no express or implied warranties, conditions, or representations to the Customer regarding Anneal Tech's services, third-party services, products, software, equipment, deliverables, or anything else related to this Agreement or any Order Document, whether communicated orally or in writing, and whether express, implied, or statutory. This includes, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed.
    1. Anneal Tech does not guarantee or warrant (a) any equipment, cloud services, or third-party products, or (b) the use or performance of any services, deliverables, or equipment in terms of accuracy, reliability, suitability, or expected results.
    2. Anneal Tech does not warrant that its services, third-party services, products, software, or equipment will operate without interruption or errors.
    3. Notice of all defects must be submitted to Anneal Tech in writing within 10 days.

37. **Limited Liability.** Except for acts of gross negligence or willful misconduct, Anneal Tech's total liability shall not exceed the total fees paid under the applicable Order Document in the three (3) months preceding the claim. Anneal Tech shall not be liable for any indirect, incidental, consequential, or punitive damages, including loss of profits or data.

38. **Non-Disclosure.** Anneal Tech shall not disclose nor divulge information about the Customer deemed to be material, proprietary, and confidential information for any purpose other than the procurement of Products for or provision of Services to Customer in accordance with applicable Order Documents without first obtaining the written consent of the Customer. Any material, proprietary, or confidential information Anneal Tech obtains

about Customer will be destroyed or returned upon termination of this Agreement. Notwithstanding the preceding, a general representation to others that Customer is, in fact, a customer of Anneal Tech shall not be deemed to be a violation of this non-disclosure provision. Anneal Tech may disclose information in its possession about the Customer in response to a subpoena or court order, however, in such event, to the extent permitted under applicable law, Anneal Tech will notify Customer promptly that it is in possession of such a subpoena or court order.

39. **Non-Solicitation of Employees.** Customer covenants and agrees that during the term of this Agreement, and for a period of 12 months following its termination, Customer will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any other person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of Anneal Tech to leave the employment of Anneal Tech and become an employee or contractor of Customer.

40. **Dispute Resolution.** The parties agree to attempt good-faith resolution of any disputes through informal discussions for a period of ten (10) days after written notice is provided. If unresolved, the parties shall submit the dispute to non-binding arbitration before initiating legal action.

41. **Onboarding and Transition Services.** Anneal Tech will provide onboarding services to integrate the Customer into its support systems, including documentation gathering, user setup, agent deployment, and initial environment review. The scope and duration of onboarding may be outlined in a separate Order Document. Upon termination of this Agreement, Anneal Tech shall cooperate in good faith to transition services to Customer or a new provider for up to thirty (30) days, subject to additional fees, billed as consulting at the applicable rate.

42. **Disengagement Obligations.** Upon termination, Anneal Tech shall:

    * Return or destroy any Customer-owned data in its possession (unless required to retain for compliance);
    * Revoke all access credentials;
    * Provide a final accounting of open tickets and projects;
    * Remove or disable any proprietary tools or software it deployed.

    Any continued assistance beyond thirty (30) days post-termination shall be subject to standard hourly rates.

43. **Force Majeure.** If a party is prevented from performing or is unable to perform any of its obligations (other than the payment of money due by Customer to Anneal Tech) under this Agreement due to causes beyond the reasonable control of that party, including any act of God, fire, casualty, flood, war, terrorism, strike, lockout, riot, or insurrection, then its nonperformance will be excused and time for performance will be extended for the period of delay or inability to perform due to such occurrence

44. **Acceptable Response Deviations.** Service Level performance metrics may be temporarily suspended or modified in the following cases:
    * During declared force majeure events;
    * When the Customer's actions or inactions prevent timely response (e.g., lack of access, missed communication);
    * When issues are attributable to Customer-managed systems, unsupported software, or third-party vendors.
    * When issues are attributable to third-party systems and tools necessary to fulfilling Customer requirements.

    Such exceptions must be documented in the affected ticket.

45. **Notices.** Notices required hereunder may be delivered to the addresses set forth herein, or at such other address as each party may have designated after the Effective Date of this Agreement. Notices shall be deemed delivered when placed in the United States mail, postage prepaid, certified, return-receipt-requested. Notices for Anneal Tech may be delivered to PO BOX 547, 797 Sam Bass Road, Round Rock, TX 78680.

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Alternatively, electronic mail may be utilized in the delivery and documentation of notices for either Anneal Tech or the Customer.

46. **Governing Law & Venue.** This Agreement shall be governed by the laws of the State of Texas. Any legal actions shall be brought exclusively in the state or federal courts located in Travis County, Texas, regardless of whether the incident giving rise to the cause of action occurred in another county, state, or country.

47. **Attorneys' Fees**. If any action at law or equity is brought to enforce terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.

48. **Mutual Non-Disparagement.** Both parties agree that neither shall make or publish any false, negative, or disparaging statements, written or oral, regarding the other party, its employees, services, or reputation, during the term of this Agreement and for twelve (12) months thereafter.

49. **Entire Agreement.** This Agreement and related Quote, Proposal, Order, Statement of Work, or any such other document that sets forth the additional Anneal Tech Services and Products desired by Customer constitute the entire agreement between the parties hereto. This Agreement and related Order Documents supersede all prior agreements, representations, proposals, discussions, and communications, whether oral or in writing. No amendment, waiver, or other modification of this Agreement or the related Order Documents will be valid unless in writing and signed by an authorized representative of the party against which such amendment, waiver, or other modification is sought to be enforced.

50. **Authority to Bind.** Each party represents that its signatory is duly authorized to enter into this Agreement and to bind the respective party to its terms.

CUSTOMER:_____   **Anneal Tech, LLC.**

Signed: _____   Signed: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____/_____/_____   Date: _____/_____/_____

Please provide the appropriate contact information for all billing/invoice communications: