ITBroker.com

Client Services Agreement

https://www.itbroker.com/legal/client-services-agreement

Effective November 17, 2026

This Client Services Agreement (this "Agreement") is between Information Technology Broker LLC, a Texas limited liability company ("ITBroker.com," "we" or "us"), and the client accepting it ("you"). You accept this Agreement by signing an Engagement Document. For each version of this Agreement, the "Effective Date" is the date you first accept that version, except as Section 13.8 provides after termination. ITBroker.com and you are each a "party." "You" includes each entity you control, now or later, directly or indirectly, with "control" as defined in Section 13.1, and the person accepting this Agreement for you represents that they are authorized to bind you and those entities.

1. Services; Engagement Documents; Order of Precedence

1.1 Services. "Services" means the advisory and brokerage work we perform for you, including strategy, research and analysis, sourcing and quoting, negotiation, order and implementation support, project management, Provider escalation and management, billing review, coordination and administration, and any other work described in an Engagement Document. The Services do not include the Provider Services themselves, which you buy from the Provider under your contract with it. The specific Services, fees, authorizations, acknowledgments, and other terms for an engagement may be stated in one or more documents we issue that expressly state they are governed by this Agreement and that you sign (each, an "Engagement Document"). A Letter of Authorization is not an Engagement Document.

1.2 Incorporation. Each Engagement Document incorporates this Agreement and forms a separate contract consisting of the Engagement Document and this Agreement.

1.3 Order of Precedence. If an Engagement Document signed by both parties conflicts with this Agreement, the Engagement Document controls only for that engagement and only as to the conflicting terms; provided that no Engagement Document amends Section 10 or Section 12 unless it identifies the amended Section by number and states an express intent to amend it. An Engagement Document signed only by you is governed by this Agreement and does not amend it.

1.4 Forms. In any Order Authorization or Contract Acknowledgment between you and us, "Customer" means you.

2. Appointment; Authority; Authorized Contacts

2.1 Non-Exclusive Appointment; Providers. You appoint ITBroker.com as your non-exclusive advisor and agent for the purposes described in each Engagement Document, including communicating and negotiating on your behalf with any provider of cloud, information technology, or telecommunications products or services, including hardware and equipment, software, licenses and subscriptions, and managed, professional, and consulting services (each, a "Provider," and those products and services, the "Provider Services"). Providers are independent of us; we are not a party to any contract between you and a Provider, and we do not resell or deliver Provider Services. ITBroker.com may provide services to other clients, including your competitors.

2.2 No Authority to Bind. ITBroker.com has no authority to execute contracts on your behalf or otherwise bind you without your prior written authorization for the specific action (including a signed Order Authorization). All decisions regarding the selection of Providers and the execution of Provider agreements are yours alone. You are responsible for your own due diligence on each Provider and its contract, including reviewing the Provider's information and contract terms for accuracy and completeness and getting your own legal and financial advice. If we route a Provider contract to you for electronic signature, you will have it signed by an authorized representative. Routing it does not make us a party to it. A Provider contract takes effect under its own terms, and our receipt of a signed copy is not, by itself, acceptance by the Provider. Nothing in a Provider contract changes this Agreement or any Engagement Document.

2.3 Authorized Contacts. You will designate authorized contacts in each Engagement Document or by written notice. Requests, directions, and approvals from your authorized contacts constitute valid direction on which ITBroker.com may rely without independent verification. You may add or remove authorized contacts at any time by written notice; email is sufficient. You will timely provide the information and access reasonably necessary for the Services and are responsible for their accuracy and completeness. ITBroker.com is not responsible for delay, error, or additional cost caused by inaccurate, incomplete, or late information, access, instructions, or approvals.

3. Fees; Invoicing; Payment

3.1 Fees. Fees for the Services are stated in the applicable Engagement Document, including any deposits, fixed fees, milestone payments, hourly rates, and recurring fees. Fees are for work performed and are not contingent on your executing any Provider agreement, except where an Engagement Document expressly states a different treatment (such as a deposit disposition or credit). Notwithstanding Section 13.3, we may send notice of a change in fees or rates under an Engagement Document by email to your email address for notices, and it is effective when sent unless we receive an automated failure notice.

3.2 Provider Compensation. Providers compensate ITBroker.com for the Services, including commissions on your purchases from them, and that compensation may continue for as long as you remain the Provider's customer. You consent to ITBroker.com receiving it, and agree that it does not reduce any fees you owe us.

3.3 Invoices; Dispute Window. Invoices are due within thirty (30) days after the invoice date unless the Engagement Document states otherwise. If you dispute an invoice in good faith, you must notify ITBroker.com in writing within fifteen (15) business days of the invoice date, identifying the disputed amount and the specific basis; undisputed portions remain payable when due. An invoice not disputed within that period is deemed accepted.

3.4 No Setoff. You may not withhold, reduce, or set off amounts due under any invoice on account of any other claim or dispute between the parties. The parties' payment obligations are independent covenants; each party's remedy for any other claim is that claim, pursued under Section 12.

3.5 Late Amounts. Amounts not paid when due (and not properly disputed under Section 3.3) bear a late fee of five percent (5%) of the amount due, plus interest at 1.5% per month for each month the amount remains unpaid. If any late fee or interest would exceed the maximum the law allows, it is automatically reduced to that maximum, and any excess already paid will be credited or refunded.

3.6 Expenses; Taxes. You reimburse out-of-pocket expenses only if you approved them in writing in advance. Our fees do not include sales, use, or similar transaction taxes. If any such tax applies to the Services, we will add it to the invoice and you will pay it. Each party is responsible for its own income and franchise taxes.

4. Providers; No Responsibility for Provider Performance

4.1 Provider Agreements. Provider Services are provided under agreements between you and the Provider, on the Provider's terms.

4.2 Disclaimer. ITBroker.com does not guarantee, warrant, or assume any liability for any Provider or Provider Services, including availability, installation, performance, billing, security, or continuity, or for a Provider's acts or omissions. Your recourse for Provider failures is against the Provider under your agreement with that Provider. Where an Engagement Document includes escalation or implementation support, that support does not transfer Provider risk to ITBroker.com. In deciding whether to sign any Provider agreement, you rely on your own evaluation and not on any promise, representation, or warranty by ITBroker.com about the Provider, the Provider Services, or the Provider agreement, other than one stated in this Agreement or an Engagement Document.

5. Term; Termination; Survival

5.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Section 5. If for twenty-four (24) consecutive months we have performed no Services and no fees have accrued under any Engagement Document, this Agreement terminates at the end of that period as if by notice under Section 5.2.

5.2 Termination for Convenience. Either party may terminate this Agreement or any Engagement Document for convenience on thirty (30) days' written notice, unless an Engagement Document

states different notice terms for terminating that Engagement Document or this Agreement while that Engagement Document is in effect. If more than one applies to termination of this Agreement, the terms producing the latest termination date apply. Any termination of this Agreement under this Section 5 terminates every Engagement Document then in effect on the same date. Unless an Engagement Document states otherwise, you may direct us by email to stop any Services at any time; a stop-work direction is not notice of termination. Unless you give that direction, during the notice period we will continue the affected Services you request and give you reasonable assistance winding them down, but we are not required to start new projects. The affected Services end when we receive your stop-work direction or on the termination date, whichever occurs first. You will pay for Services performed through the date they end and any other amounts due under an Engagement Document by its terms.

5.3 Termination for Cause; Suspension. Either party may terminate this Agreement or an affected Engagement Document if the other party materially breaches and fails to cure within fifteen (15) days after written notice (ten (10) days for nonpayment). ITBroker.com may suspend affected Services during any uncured nonpayment.

5.4 Survival; Placed Contracts. Termination does not affect: (a) fees accrued or invoiced before termination; (b) amounts that become due under an Engagement Document by its terms; (c) Sections 1, 2.2, 3, 4, 6, 7, 8, 9, 10, 11, 12, and 13. During this Agreement and after it ends, with respect to Provider agreements placed through ITBroker.com, you will not instruct a Provider to remove or replace ITBroker.com as agent or broker of record for the purpose of terminating compensation on Provider Services already placed. During this Agreement, and after it ends for any opportunity we were engaged to source before it ended, you will reasonably cooperate with our registration of that opportunity.

6. Confidentiality

6.1 Definition. "Confidential Information" means information disclosed by one party to the other that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure, including your business, network, usage, and billing information and ITBroker.com's pricing intelligence, market data, methodologies, and Provider compensation information. It does not include information that: (a) is or becomes publicly available through no breach by the recipient; (b) was known to the recipient without restriction before disclosure; (c) is independently developed by the recipient; or (d) is rightfully received from a third party without a duty of confidentiality, except that information described in Section 6.3 remains Confidential Information.

6.2 Obligations; Representatives. Each party will use the other's Confidential Information only in connection with this Agreement, protect it with at least reasonable care, and not disclose it except to its employees, contractors, and professional advisors who need to know it for this Agreement and are bound by confidentiality obligations at least as protective as this Section ("Representatives"). Each party is responsible for its Representatives' compliance. These

obligations continue for three (3) years after termination of this Agreement and, for trade secrets, for as long as the information remains a trade secret.

6.3 Authorized Provider Disclosures. You authorize ITBroker.com to disclose your information to Providers and to others involved in obtaining quotes from or placing and managing orders with Providers, as reasonably necessary to perform the Services, including evaluating, quoting, negotiating, ordering, and managing Provider Services, whether before or after you have an agreement with the Provider. Such disclosures are deemed made at your direction. Information a Provider gives us about you at your direction is your Confidential Information under this Section 6. ITBroker.com is responsible only for its own breaches of this Section; a Provider's use or disclosure of information is governed by your relationship and any agreement between you and that Provider. ITBroker.com is not obligated to obtain confidentiality agreements from Providers; if you require Provider-level confidentiality protections for an engagement, the parties will address them in the applicable Engagement Document.

6.4 Compelled Disclosure. A recipient may disclose Confidential Information to the extent required by law or legal process, with prompt notice to the discloser (where legally permitted) and reasonable cooperation, at the discloser's expense, in seeking protective treatment.

6.5 Prior NDAs. If the parties signed a nondisclosure agreement before you first accepted any version of this Agreement, this Section 6 replaces it, including for information disclosed under it, which is then treated as Confidential Information under this Section 6. This applies notwithstanding any term of that agreement, including a term that it governs later agreements, that the more protective terms govern, or that limits how it may be amended or replaced, and Section 6.3 controls over it. It does not release any claim that arose before then.

6.6 Return; Retention. Upon the discloser's written request or termination of this Agreement, the recipient will destroy or return the discloser's Confidential Information, except copies retained under standard archival or backup procedures, for legal-hold purposes, or as required by law, which remain subject to this Section for as long as retained. This Section does not require you to return or destroy deliverables you are licensed to use under Section 7.2, but those deliverables remain subject to Section 6.

7. Intellectual Property

7.1 ITBroker.com Materials. ITBroker.com retains all right, title, and interest in its pre-existing and independently developed intellectual property, including methodologies, templates, tools, benchmark and pricing data, and know-how, and may use general knowledge, skills, and experience gained in performing the Services, and data in aggregated or de-identified form that does not identify you.

7.2 Deliverables License. We own the deliverables, and they are not works made for hire. Subject to your payment of all fees applicable to them, you have a perpetual, non-exclusive, non-transferable, royalty-free license to use and reproduce the deliverables we prepare for you solely for your internal business purposes. If no fees apply to a deliverable, the license arises

when we deliver it. The deliverables are the work we prepare for you, including analyses, comparisons, recommendations, pricing benchmarks, and negotiation materials; a quote, proposal, or contract issued by a Provider is not a deliverable. You may not modify, resell, distribute, or share the deliverables outside your organization, except with professional advisors, other than a broker, agent, sourcing intermediary, or other provider of services competitive with ours, who need them to advise you and are bound by written confidentiality obligations at least as protective as Section 6. We reserve all rights not expressly granted in this Section.

8. Non-Solicitation; Non-Circumvention

8.1 Non-Solicitation. During the term of this Agreement and for twelve (12) months after termination, you will not directly solicit for employment or engagement any employee or individual contractor of ITBroker.com who was directly involved in the Services, without our prior written consent. This Section does not restrict hiring through general solicitations, including public job postings or recruiter searches not targeted at our personnel, or hiring a person who applies without solicitation.

8.2 Non-Circumvention. You agree not to circumvent, or attempt to circumvent, our Services by contracting, directly or through another agent or broker, for Provider Services you asked us to source, quote, negotiate, or order, or for substantially similar Provider Services acquired to meet the same requirement, with a Provider that (i) we contacted on your behalf, with your advance written consent, regarding those Provider Services; or (ii) was named in a quote or proposal for those Provider Services that we delivered to you at your written request. This covenant applies from the first contact or delivery described in clause (i) or (ii) until eighteen (18) months after our last Services relating to that Provider. Before we contact a Provider or deliver a quote or proposal, an email or other writing from you asking us to work on specific Provider Services, including your written confirmation of a request made orally or an Engagement Document that identifies those Provider Services, constitutes your advance written consent and written request for this Section 8.2. If you do not comply with this Section 8.2, you agree to pay us a placement fee equal to the compensation we would have received on the contract you entered into over its initial term, or over twelve (12) months if that contract has no fixed term or a term shorter than twelve months, under the compensation terms in effect when that contract was signed, less any compensation we actually receive on that contract (the "Placement Fee"). The Placement Fee is due within thirty (30) days after our written demand. The demand will include documentation supporting the amount, which may be a summary we certify, and you will treat that documentation as our Confidential Information under Section 6. The parties agree that our loss from such a contract would be difficult to estimate when this Agreement is made, and that the Placement Fee is a reasonable forecast of that loss and not a penalty. The Placement Fee covers only our loss under this Section 8.2, and we keep all other rights and remedies for any other breach of this Agreement.

9. Warranties; Disclaimer

9.1 Authority; Your Materials. Each party warrants that it has the right and authority to enter into this Agreement. You further represent and warrant that you have all rights, permissions, and authority necessary for the information, materials, instructions, and access you provide, and that our use of them to perform the Services will not violate applicable law or any third party's rights.

9.2 Services. ITBroker.com will use commercially reasonable efforts to perform the Services. ITBroker.com's advice and analyses are based on information available at the time and involve judgment; you are responsible for your business decisions. ITBroker.com does not provide legal, tax, or accounting advice; you are responsible for having Provider agreements and other legal documents reviewed by your own counsel and advisors.

9.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ITBROKER.COM DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING SECTION 4, ITBROKER.COM MAKES NO WARRANTY CONCERNING ANY PROVIDER OR PROVIDER SERVICES OR THAT THE SERVICES OR THEIR RESULTS WILL BE UNINTERRUPTED, ERROR-FREE, OR ACHIEVE ANY PARTICULAR RESULT.

10. Limitation of Liability

10.1 Exclusion. TO THE FULLEST EXTENT PERMITTED BY LAW, ITBROKER.COM WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS OPPORTUNITY, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT, ANY ENGAGEMENT DOCUMENT, ANY PROVIDER OR PROVIDER SERVICES, OR ANY AGREEMENT BETWEEN YOU AND A PROVIDER, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY AND EVEN IF ITBROKER.COM WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES.

10.2 Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, ITBROKER.COM'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT, ANY ENGAGEMENT DOCUMENT, ANY PROVIDER OR PROVIDER SERVICES, OR ANY AGREEMENT BETWEEN YOU AND A PROVIDER, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, WILL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID UNDER THE APPLICABLE ENGAGEMENT DOCUMENT IN THE TWELVE (12) MONTHS BEFORE THE CLAIM AROSE OR, IF NO ENGAGEMENT DOCUMENT APPLIES, THE FEES YOU PAID FOR THE SERVICES GIVING RISE TO THE CLAIM IN THAT PERIOD, OR (B) ONE THOUSAND DOLLARS ($1,000).

10.3 Exceptions. Sections 10.1 and 10.2 do not apply to ITBroker.com's gross negligence, fraud, or willful misconduct.

11. Indemnification

11.1 Indemnification Obligations. You will defend, indemnify, and hold harmless ITBroker.com, its Affiliates, and their respective officers, directors, employees, contractors, and agents (each, an "Indemnified Party") from third-party claims, and resulting losses and reasonable costs, including reasonable attorneys' fees, to the extent arising out of or relating to: (a) your acts or omissions or those of your employees, representatives, or agents; (b) your breach of this Agreement or an Engagement Document; or (c) any Provider, Provider Services, or agreement between you and a Provider that you select, request, accept, or enter into in connection with the Services. This Section does not apply to the extent a claim is caused by an Indemnified Party's negligence, willful misconduct, or breach of this Agreement.

11.2 Indemnification Procedure. An Indemnified Party will give you prompt written notice of a claim, but delay excuses your obligations only to the extent you are prejudiced. You may control the defense and settlement, provided that no settlement may admit fault by, impose liability or a non-monetary obligation on, or fail to unconditionally release an Indemnified Party without that Indemnified Party's prior written consent. The Indemnified Party will reasonably cooperate at your expense.

12. Governing Law; Arbitration; Courts and Emergency Relief; Attorneys' Fees and Costs

12.1 Governing Law. This Agreement and each Engagement Document are deemed executed in Dallas County, Texas, and are governed by the laws of the State of Texas. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1–16).

12.2 Negotiation First. Before starting an arbitration or court proceeding, other than under Section 12.5 or 12.6, the party raising a claim or controversy shall give the other party written notice under Section 13.3 describing it and the relief sought. Within fifteen (15) business days after the notice, a representative of each party with authority to settle shall confer in good faith. If the claim or controversy is not resolved within thirty (30) days after the notice, either party may proceed under this Section 12. Any time limit for bringing the claims described in the notice, including the limit in Section 12.9, stops running from the date of the notice until the thirty (30) days end.

12.3 Arbitration. Any claim or controversy arising out of or related to this Agreement or any Engagement Document, including whether a claim or controversy is subject to arbitration, shall be resolved solely by final and binding arbitration, except as otherwise provided in this Section 12. The arbitration shall be conducted by a sole arbitrator who is (i) a retired state or federal court judge, or (ii) an attorney with at least ten (10) years of experience practicing commercial law. The arbitration shall be administered by the Dallas office of JAMS under its rules in effect when the arbitration is initiated, as follows, except as modified in this subsection: (1) if the amount in controversy is twenty thousand dollars ($20,000) or less, under the Streamlined Arbitration Rules and Procedures, and the arbitrator shall decide on written submissions and the documents

exchanged unless the arbitrator finds a hearing necessary; (2) if the amount in controversy is more than $20,000 and not more than two hundred fifty thousand dollars ($250,000), under the Comprehensive Arbitration Rules and Procedures in accordance with the Expedited Procedures in those Rules; and (3) if the amount in controversy is more than $250,000, under the Comprehensive Arbitration Rules and Procedures. The amount in controversy is the total of all claims and counterclaims, excluding attorneys' fees, costs and interest. The seat of the arbitration is Dallas, Texas, and any award is deemed made there. Each party shall exchange the documents on which it relies and shall produce any specific documents the arbitrator orders produced. Except for that exchange, there shall be no depositions or other discovery unless the arbitrator finds good cause. The hearing shall not exceed two (2) days of eight (8) hours each unless both parties agree otherwise in writing. The parties may appear by telephone or video unless the arbitrator determines that justice requires otherwise. A stenographic or electronic record of the hearing shall be made. The arbitrator shall issue a written, reasoned award with findings of fact and conclusions of law, in conformance with applicable Texas law. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the Effective Date) with respect to any final award in an arbitration under clause (3) of this subsection. Judgment on the award may be entered in any court having jurisdiction, as provided in Section 12.6. No party may bring a court proceeding to confirm or enforce an award subject to appeal, or to enter judgment on it, until the deadline to appeal under the JAMS Optional Arbitration Appeal Procedure has passed with no appeal filed, or the appeal panel has issued its decision. Any such proceeding filed earlier shall be stayed until then. If this subsection conflicts with the JAMS rules or procedures, this subsection controls.

12.4 Individual Claims Only. Each party may bring claims against the other only in its own name and not as a plaintiff or class member in any class, collective, consolidated or representative proceeding, and the arbitrator may not combine more than one party's claims or preside over any such proceeding. Despite Section 12.3, only a court may decide whether this Section 12.4 is valid or enforceable. If a court finally decides that this Section 12.4 cannot be enforced as to a particular claim or remedy, that claim or remedy, and only that one, shall be brought in the courts named in Section 12.6, all other claims stay in arbitration, and the court case waits until the arbitration is finished.

12.5 Undisputed Amounts. ITBroker.com may collect any invoiced amount that you did not dispute in writing within the period in Section 3.3 without first complying with Section 12.2, either in the justice court for Dallas County, Texas, within its jurisdictional limit, or in an arbitration under Section 12.3(1). You may not assert any setoff, recoupment or counterclaim in that proceeding; any such claim shall be brought separately under this Section 12.

12.6 Courts and Emergency Relief. Before or during an arbitration, and at any time until judgment is entered on the award (including during the appeal period under Section 12.3 and while any appeal is pending), either party may seek interim injunctive or equitable relief (for example, a temporary restraining order or preliminary injunction) or a pre-judgment writ of attachment from a court, and the timing limits on award proceedings in Section 12.3 do not apply to those

requests. EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION, AND THE STATE COURTS OF TEXAS SITTING IN DALLAS COUNTY, TEXAS, FOR ANY COURT PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY REQUEST FOR INTERIM RELIEF OR ATTACHMENT, ANY MOTION TO COMPEL ARBITRATION, AND ANY PROCEEDING TO VACATE, MODIFY OR CORRECT AN AWARD, EXCEPT THAT A PROCEEDING TO CONFIRM OR ENFORCE AN AWARD MAY BE BROUGHT IN ANY COURT HAVING JURISDICTION. TO THE FULLEST EXTENT THE LAW ALLOWS, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT THAT PROCEEDS IN COURT RATHER THAN IN ARBITRATION.

12.7 Attorneys' Fees and Costs. (1) In any arbitration or court proceeding arising out of or related to this Agreement, including a proceeding for emergency relief, attachment, or enforcement, the prevailing party shall recover its reasonable attorneys' fees, costs and expenses, including expert witness fees, and the arbitrator or court shall award them as part of the award or judgment, without limitation by any schedule of fees of any court or arbitration provider. (2) Separately, if ITBroker.com engages counsel or a collection agency to collect amounts due and owing under this Agreement or an Engagement Document that you have not disputed in writing, you shall reimburse ITBroker.com for its reasonable attorneys' fees and collection costs, including any agency fee or commission, for that collection within ten (10) days of ITBroker.com's written demand, even if no arbitration or court action is filed. (3) If a dispute is arbitrated or litigated, Section 12.7(1) governs attorneys' fees for that dispute and controls over Section 12.7(2).

12.8 Confidentiality. The existence, content and result of any arbitration under this Section 12 are confidential, except as needed to enforce an award or as the law requires.

12.9 Time Limit. A claim must be brought within two (2) years after it arises, unless the law requires a longer period. This limit is paused as Section 12.2 provides.

13. General

13.1 Affiliates. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means the power to direct management and policies, through ownership, contract, or otherwise. Where an Engagement Document imposes obligations regarding your Affiliates, an action by your Affiliate that received or benefited from the applicable Services or deliverables is deemed an action by you.

13.2 Independent Contractors. The parties are independent contractors. ITBroker.com has sole discretion over the means, methods, and manner of performing the Services, subject to agreed deliverables and timelines.

13.3 Notices. All notices or demands to be given under this Agreement shall be in writing and shall be delivered by overnight delivery, using a nationally recognized overnight courier or overnight mail, with tracking and signature confirmation. A notice or demand is effective on the delivery

date shown by the signature confirmation. Delivery is also effective on the date the recipient refuses delivery, or on the first attempted delivery date if the package cannot be delivered to the notice address. The sender shall also send a courtesy copy by email, to legal@itbroker.com for ITBroker.com, and for you to the email address for notices in the Engagement Document you most recently signed that states one or, if none, the email address you most recently gave us for the Services, or another email address you later designate by written notice to us. A missing or failed email copy does not make an otherwise properly delivered notice or demand invalid. Notices and demands shall be sent to you at the notice address in the Engagement Document you most recently signed that states one; if none is stated there, at the address you most recently gave us for the Services; and if you gave us none, at your principal place of business, unless you designate a different address by written notice to us after signing that Engagement Document. Notices and demands to ITBroker.com shall be sent to Information Technology Broker LLC, 539 W Commerce St, Suite 3900, Dallas, Texas 75208-1953, Attn: Legal.

13.4 Counterparts. This Agreement does not need to be signed. An Engagement Document may be executed in counterparts, each of which is deemed an original and all of which together constitute that Engagement Document. One counterpart is sufficient to prove it.

13.5 Assignment. You may not assign or transfer this Agreement or any Engagement Document, in whole or in part, voluntarily, by operation of law, or otherwise, without our prior written consent, and any attempted assignment in violation of this Section is void. We may assign this Agreement and any Engagement Document, on written notice to you, to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of our assets or the business to which this Agreement relates.

13.6 Force Majeure. Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, with prompt notice and resumed performance as soon as practicable.

13.7 Severability; Waiver. If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remainder remains in effect. Waivers are effective only in writing and only for the instance given.

13.8 Entire Agreement; Revisions. This Agreement, together with each Engagement Document, is the entire agreement regarding its subject matter and supersedes prior agreements on that subject matter, except as stated in Section 6.5 and except that a Letter of Authorization is a separate instrument. We may post a revised version of this Agreement at https://www.itbroker.com/legal/client-services-agreement with its effective date. Each Engagement Document you sign accepts the version posted on the date you sign it, and that version then governs, from that date regardless of the effective date it shows, all Services performed on or after that date under every Engagement Document. After this Agreement terminates, your next acceptance of the version then posted creates a new Agreement with an Effective Date on that acceptance date, even if you accepted that version before. A revised version does not apply to Services performed before you accept it, or to any claim or dispute

arising from them or known to either party before then; if a claim or dispute involves more than one version, the earliest applicable version governs it. Acceptance of a revised version does not terminate an earlier version; any period measured from termination runs from termination of this Agreement. Except for revisions under this Section, this Agreement may be amended only by a writing signed by both parties.

13.9 No Third-Party Beneficiaries. Except for the rights of the persons indemnified under Section 11, this Agreement creates no rights in any third party, including any Provider.