ITBroker.com

SOW Terms and Conditions

https://www.itbroker.com/legal/sow-terms-and-conditions

Effective November 3, 2026

These Terms and Conditions (the "Terms") are effective when your Statement of Work (the "SOW," which along with the Terms are collectively referred to as the "Agreement") is executed by you and Information Technology Broker LLC, a Texas limited liability company ("ITBroker.com" or "we").

1. **Services.** ITBroker.com will work closely with you to understand your requirements, end goals, and any other relevant issues related to your business needs for cloud, information technology, and telecommunications products and services, including hardware and equipment, software, licenses and subscriptions, and managed, professional, and consulting services, as well as provide consulting and evaluation services to assist you in designing solutions, identifying providers, negotiating agreements, and managing your projects as set forth in your SOW (collectively, the "Services"). To the extent we assist you with signing a contract with a Provider via our e-signature service, you agree and acknowledge that the same is offered as a courtesy, and ITBroker.com shall incur no additional liability or obligation due to the same.
2. **Appointment of Agent.** In furtherance of the Services to be performed, you hereby appoint ITBroker.com as your agent to broker contracts and oversee your relationship with potential Providers (individually, a "Provider," and collectively, the "Providers"). We hereby accept the appointment as your agent and agree to use our best efforts to provide our Services. You acknowledge that we retain the right to act as agent for and to provide our Services to other businesses, whether or not those businesses compete with your company.
3. **Authority.** For the avoidance of doubt, although we will have the right to solicit and negotiate bids on your behalf, we will have no authority to bind you to contracts without your advance written consent. All due diligence obligations related to selecting and contracting with a Provider shall remain with you, including the obligations to conduct due diligence on said Provider; independently review any and all information provided by said Provider and/or contained in a contract with said Provider for accuracy, completeness, and timeliness of information; and seek legal and/or financial advice related to any contract you may enter into with a Provider. In addition, you, or ITBroker.com on your behalf with your written permission, have ultimate authority to enter into a contract with a Provider for which you will be financially obligated. Should we assist you with signing a contract with a Provider via our e-signature service, you will ensure a duly authorized representative signs the same. As described in more detail in Section 11, you agree that we will not be liable for any contracts you enter into with a Provider.

4. **Term.** The term shall be set forth in your SOW.
5. **Termination.** Either party may terminate this Agreement upon ninety (90) days' written notice. In the event of early termination by you, you agree and understand that you may be responsible for the obligations that by their nature survive the termination of this Agreement.
6. **Service Fees.** Your Service Fees shall be based on the type of Services you request ITBroker.com to provide you in your SOW. All invoices are due within 30 days of receipt. After 30 days you will be charged a 5% late fee on the total amount due with 1.5% monthly accruing interest for each subsequent month. If any interest or charge would exceed the maximum the law allows, it is automatically reduced to that maximum, and any excess already paid will be credited or refunded.
7. **Trade Secrets.** You acknowledge that the Services we render are of a special, unusual character with a unique value and constitute our confidential trade secrets ("Trade Secrets"). You agree not to use or reveal any of our Trade Secrets to any person or company that provides services substantially similar to those of ITBroker.com, except for persons in your company who have agreed to the same restrictions provided herein. You recognize that a breach of this provision may cause immediate, irreparable harm to ITBroker.com for which there is no adequate remedy at law. As such, you agree that we are entitled to equitable relief for a breach of this Section 7, including interim relief from a court under Section 13(c) and final relief in arbitration under Section 13(b).
8. **Non-Circumvention.** You agree not to circumvent, or attempt to circumvent, our Services by directly contracting with a Provider during the Term and for eighteen (18) months after this Agreement expires or terminates that i) we contacted on your behalf, with your advance written consent, to provide you with cloud, information technology, or telecommunications products or services, including hardware and equipment, software, licenses and subscriptions, and managed, professional, and consulting services, during the Term; or ii) was listed in a proposal we provided to you as part of our Services you requested in writing during the Term. If you breach this Section 8, you agree to pay us, as liquidated damages, the greater of twenty-five thousand dollars ($25,000) or the fees ITBroker.com would have earned from such Provider under the contract you agreed to in breach of this Section 8 (the "Liquidated Damages"). The parties agree that ITBroker.com's damages from such a breach would be difficult to estimate when this Agreement is made, and that this amount is a reasonable forecast of those damages and not a penalty.
    a. **Liquidated Damages.** The Liquidated Damages to be paid under this Section 8 are for liquidated damages and not as penalty, it being specifically agreed by the parties that actual damages are difficult or impossible to ascertain and that the Liquidated Damages are reasonable. The Liquidated Damages only cover our damages under this Section 8 and not for any other breaches of this Agreement for which we reserve all rights and remedies available under the law.
9. **Expenses.** You will reimburse us for reasonable out-of-pocket expenses incurred on your behalf for the Services, provided that you gave us written consent in advance of incurring

such expenses.

10. **Intellectual Property.** In no event shall any deliverable that relates in any manner to the Services be deemed to be works for hire. All deliverables, including but not limited to artistic drawings, texts and other documents, software or Web site code, photographs, graphic designs, logos, marketing and sales materials, reports, decks, presentations, strategies, and ideas (collectively, "Intellectual Property") are and shall be the sole and exclusive property of ITBroker.com. We grant you a non-exclusive, perpetual license to use the deliverables for your internal business purposes. You may not share the deliverables outside your organization or resell them, and Section 7 continues to apply to them. After this Agreement expires or is terminated you agree to return or destroy, with certification to us, all of our confidential materials we provided to you during the Term (for example, Provider pricing), other than deliverables you are licensed to use under this Section 10.
11. **Limitation of Liability.** Except for instances involving our gross negligence or willful misconduct, in no event shall we be liable to you for any indirect, special, incidental, consequential, or exemplary damages, including, without limitation, damages for loss of revenue, loss of profits, or loss of goodwill, arising in any manner from our performance or nonperformance under this Agreement or any contract you sign with a Provider as part of our Services, which shall include any contract you sign that is facilitated using our e-signature Services, which shall not be construed as our offering any legal or financial advice. Except for instances involving our gross negligence or willful misconduct, ITBroker.com's total liability arising out of or related to this Agreement shall be limited to the greater of: i) the fees you paid ITBroker.com under the SOW from which the claim arose, in the twelve (12) months before the claim arose; or ii) one thousand dollars ($1,000). Except as expressly provided for in this Agreement and to the maximum extent permitted by applicable law, WE MAKE NO WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE AND DISCLAIM, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT FOR OUR SERVICES OR THOSE PROVIDED BY PROVIDERS THAT YOU CONTRACT WITH FROM OUR SERVICES.
12. **Indemnification.** You shall defend, indemnify and hold us, our officers, employees, agents and affiliates harmless from and against any and all alleged or actual losses, costs, claims, liability of any kind, damages (including to any tangible property or bodily injury to or death of any person), or expense of whatever nature (including reasonable attorneys' fees) to or by any third party, arising out of or relating to any of your acts and/or omissions or those of your employees, representatives, and/or sub-agents or those of any Provider you sign a contract with as part of our Services.
13. **GOVERNING LAW; ARBITRATION; COURTS AND EMERGENCY RELIEF; ATTORNEYS' FEES AND COSTS**
    a. **Governing Law.** This Agreement and any sales order or service-specific agreement 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).

b. **Arbitration.** Any claim or controversy arising out of or related to this Agreement, 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 13. 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 Comprehensive Arbitration Rules and Procedures in effect when the arbitration is initiated, in accordance with the Expedited Procedures in those Rules, except as modified in this subsection. 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 of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement. Judgment on the award may be entered in any court having jurisdiction, as provided in Section 13(c). No party may bring a court proceeding to confirm or enforce an award, 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.

c. **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 13(b) 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 13(b) 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.

d. **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 to collect amounts due and owing under this Agreement that you have not disputed in writing, you shall reimburse ITBroker.com for its reasonable attorneys' fees 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 13(d)(1) governs attorneys' fees for that dispute and controls over Section 13(d)(2).

14. **Entire Agreement; Amendments; Waivers.** This Agreement constitutes all the agreements between the parties with regard to the subject matters herein contained; there are no other agreements (oral or written), covenants, representations, and/or warranties between the parties. This Agreement terminates and supersedes all previous agreements (oral and written) between the parties. This Agreement shall not be amended except in writing signed by the parties. In the case of conflict between the Terms and the SOW, the SOW controls. No waiver of any provision or consent to any action shall constitute a waiver of any other provisions or consent to any other current or future action or omission, whether or not similar.
15. **Good Faith and Fair Dealing.** This Agreement shall be governed, performed, and interpreted under the doctrines of good faith and fair dealing.
16. **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement, and the application of its provisions to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall continue in full force without being impaired or invalidated.
17. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, and permitted assigns.
18. **Counterparts.** This Agreement may be executed in counterparts. All such counterparts shall constitute one and the same agreement, but if making proof hereof, only one counterpart shall be necessary.
19. **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 set forth in your SOW 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 address set forth in your SOW, unless and until a different address has been designated by written notice to the other party. Notices and demands to ITBroker.com shall be sent to:

Information Technology Broker LLC
539 W Commerce St Ste 3900
Dallas, Texas 75208
Attn: Legal
Email: legal@itbroker.com

20. **Relationship.** Except as set forth herein, the relationship between the parties is as independent contractors, and neither party is nor shall be construed to be a partner, joint venturer, employee, agent, representative, or participant of the other party for any purpose whatsoever. Except as set forth herein, neither party shall have any right or authority whatsoever to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
21. **Third Parties.** ITBroker.com and you are the only parties to this Agreement, and nothing in this Agreement, express or implied, is intended to, or shall confer any rights, benefits, or remedies upon any other party.
22. **Survival of Covenants.** The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.
23. **Acceptance.** By signing your SOW, you acknowledge and represent that you have read this Agreement, that you understand and agree to its terms and provisions, you either did or had the opportunity to seek advice of counsel and that you are authorized to do so.