MASTER SERVICES AGREEMENT

Secure Wealth IT

Managed IT Services | Cybersecurity | Cloud Solutions | Compliance

Effective Date: 2/4/26

Governing Law: State of North Carolina
Services Delivered in North Carolina and South Carolina

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement"), including all Sales Orders, Statements of Work, Schedules, and Exhibits incorporated herein by reference, governs Client's use of the Services provided by Secure Wealth IT, LLC ("Provider") and constitutes a binding agreement between Provider and the Client legal entity identified in a Sales Order ("Client"). Provider and Client may be individually referred to as a "Party" or collectively as the "Parties".

Provider offers managed IT services, cybersecurity solutions, cloud management, regulatory compliance support, and related technology services intended for business use, under the terms and conditions set forth in this Agreement. By executing a Sales Order, Client (a) accepts this Agreement and agrees to be legally bound by its terms; (b) represents and warrants that it has the right, power, and authority to enter into this Agreement on behalf of the corporation, governmental organization, or other legal entity it represents, and to bind such organization to this Agreement; and (c) acknowledges and agrees that Provider may amend, update, or replace this Agreement from time to time, and that the most current version of this Agreement shall at all times be available at https://securewealthit.com/legal (the "Legal Page"). Client's continued use of the Services following the posting of any amended Agreement to the Legal Page shall constitute Client's acceptance of and agreement to be bound by such amended Agreement.

If Client does not agree to the terms of this Agreement, Client may not access, install, or use the Services or Provider Equipment.

1. DEFINITIONS

Capitalized terms used but not otherwise defined in the body of this Agreement shall have the meanings set forth in Schedule 1 (Definitions) attached hereto and/or in the applicable Sales Order.

2. SERVICES, PRODUCTS, AND SALES ORDERS

A. Services

a. Sales Orders

This Agreement states the terms and conditions under which Provider will deliver Products and Services to Client. The specific Products and Services, scope, service-specific terms, and applicable Charges and Fees will be described in one or more Sales Orders. If there is a conflict between the terms in a Sales Order and this Agreement, the Sales Order shall control.

A Sales Order may be executed electronically or by physical signature, and upon execution will automatically become incorporated into and governed by this Agreement. Provider shall provide to Client (i) the Products and Services described in the applicable Sales Order(s); and (ii) the setup, installation, implementation, configuration, and other Professional Services identified in Sales Orders and/or a Statement of Work, as applicable.

Client may order Products and Services by executing one or more Sales Orders in the manner and format required by Provider. Provider may, in its sole discretion, accept or reject a Sales Order prior to execution. Once a Sales Order is executed, Provider shall deliver the applicable Products and Services and provide access credentials to the Client Account.

b. Limited License

Subject to Client's compliance with this Agreement, Provider hereby grants Client a limited, revocable, personal, non-exclusive, non-transferable, and non-sublicensable license during the Service Term to: (i) provide Authorized Users access to the Products and Services via Client's

Account; and (ii) download, install, and use Software made available by Provider in connection with the Services, subject to any additional terms and conditions accompanying such Software.

c. Client Account

To access the Services, Client must maintain an active Account in good standing. Client shall provide and maintain accurate, complete, and current information within its Account. Client is solely responsible for the activity that occurs on its Account, including sub-accounts, and for keeping Account credentials secure.

Provider will not be liable for losses caused by unauthorized use of the Account, unless such unauthorized use is demonstrated to be solely due to Provider's gross negligence or willful misconduct. Client must promptly notify Provider of any breach of security or unauthorized use of Client's Account.

d. Client Affiliates

The licenses granted herein extend to Client Affiliates, provided that such Affiliates are acting via Client's Account or sub-accounts thereof, and further provided that Client remains liable to Provider for all acts and omissions of such Affiliates as if they were Client's own acts or omissions, including payment for Products and Services.

e. Third-Party Services

Provider may use or rely on Third-Party providers in conjunction with the Services or the sale of Products. Third-Party Services may be governed by Third-Party Terms, which will be made available to Client with the Sales Order or upon request. Such Third-Party Terms are incorporated by reference into this Agreement.

Client agrees to comply with the terms and conditions of all Third-Party Products and Services. Non-compliance with Third-Party terms shall be considered non-compliance with this Agreement. All end user licenses shall immediately terminate on the date that the applicable Service expires or this Agreement is terminated.

f. Recommendations

Provider will make recommendations from time to time regarding security products, compliance measures, and services for Client, in line with reasonable best IT, security, and regulatory practices, including risks associated with various solutions. However, responsibility to accept, reject, or modify such solutions ultimately resides with the Client, not Provider.

Client understands and agrees that no security solution is 100% faultless, that failure to implement Provider's recommendations could result in a less secure IT environment or a failure to achieve or maintain regulatory compliance, and that implementation of the Services under this Agreement is not a guarantee that security incidents, breaches, or regulatory findings will not occur.

B. Products and Equipment

a. Hardware Procurement Requirement

All hardware, equipment, and related peripherals intended for use in connection with the Services ("Supported Hardware") shall be procured exclusively through Provider, unless Provider has provided prior written authorization for Client to procure specific hardware from an alternate source. Provider shall submit hardware proposals and specifications to Client for approval prior to procurement. Upon Client's approval, Provider shall order such hardware on Client's behalf, and all associated costs shall be billed directly to Client in accordance with the Payment Terms set forth in the applicable Sales Order.

Provider shall advise Client on appropriate hardware specifications, compatibility, and lifecycle considerations to ensure optimal performance and supportability. Client acknowledges and agrees that Provider shall have no obligation to provide support, maintenance, warranty pass-through, or troubleshooting services for any hardware that was not procured through Provider, unless Provider has expressly agreed in writing to support such hardware under a separate Sales Order or addendum. Hardware procured outside of this requirement may be excluded from SLA coverage and may result in additional Charges if Provider elects to provide support at its discretion.

b. Product Selection

Client shall make final decisions regarding the purchase of any Product based on Provider's recommendations and proposals. Provider will arrange for the purchase at quoted prices or recommend approved vendors. Client agrees to pay for Products in accordance with the Payment Terms.

Client acknowledges that it is not relying on any promise or representation of Provider not expressly set forth herein. Provider is not responsible for Product specifications and has not provided engineering or other advice concerning Product fitness for Client's intended use, unless expressly agreed in writing.

c. Client Equipment

For Client Equipment already in use at the time of onboarding, Provider may provide support services as stated in the applicable Sales Order, subject to Provider's assessment of such equipment's condition and compatibility. Client agrees to provide Provider with access as required during regular business hours, or at any time in the event of an emergency.

Loss, theft, or physical damage to Client Equipment is Client's sole responsibility. Client shall maintain Client Equipment according to the following minimum standards:

- All operating systems must be manufacturer-supplied and currently supported.
- All hardware must be manufacturer-supplied, supported, business-grade machines.
- All server and desktop software must be genuine, properly licensed, and vendor-supported.
- Server, storage, and core networking equipment must be under manufacturer support while in standard lifecycle.
- Provider enforces an industry-standard 39-to-60-month replacement lifecycle.
- Each physical business office must have a currently licensed, business-grade firewall.
- All wireless data traffic must be securely encrypted.
- An outside static IP address must be assigned to the firewall for proper security filtering and support.
- All remote access to the network must use multi-factor authentication technology.

Provider may respond to and attempt to resolve issues involving equipment not meeting these minimum standards using reasonable commercial efforts, and shall bill Client in addition to the Charges stated in the then-current Sales Order, subject to Client's prior written approval.

d. Equipment and Data Backup

As part of the Service installation process, system files on Client Equipment may be modified to the extent required for operation of the Services. Client understands that installation, use, inspection, alteration, maintenance, repair, or removal of Provider Equipment may result in temporary interruption to Service or damage to Client Equipment, software, and data.

Client shall back up all existing computer files by copying them to another storage medium prior to the installation of Provider Equipment and Software. Client acknowledges and accepts the risks of not making such a backup, including the potential loss of software or data.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, LOSS OF, OR DESTRUCTION OF CLIENT'S EQUIPMENT, PERIPHERALS, SOFTWARE, OR DATA DURING INSTALLATION, EXCEPT TO THE EXTENT CAUSED BY PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

C. Acceptance Period

Upon Client's receipt of notification from Provider that Service installation or activation is complete and fully operational, Client shall have five (5) business days (the "Acceptance Period") to perform acceptance testing on the Services. Client shall provide written notification to Provider of whether the Service is accepted or rejected.

If Client does not provide written notification by the end of the Acceptance Period, the Service shall be deemed accepted. If Client rejects the Service because it fails to meet the applicable Specifications, Provider shall remediate within ten (10) business days at no additional cost. Client shall then have an additional Acceptance Period to confirm the Specifications are met.

If the Services fail to meet the applicable Specifications a second time, Client may, at its option, terminate the applicable Sales Order upon written notice (at no additional cost, including early termination charges), or require further remediation and testing.

D. Service Term and Automatic Renewal

Each Sales Order shall state the Service Term commitment period. If a Sales Order does not specify an Initial Term, the Initial Term shall be twelve (12) months. The Initial Term will commence on the applicable date set forth below. Billing for Services will commence as each Service is activated or made available to Client.

The Initial Term for term-committed Services will automatically renew for successive periods of twelve (12) months (each a "Renewal Term") unless either Party provides written notice of intent not to renew at least sixty (60) days prior to the end of the then-current Term.

Upon termination of the Term, Provider is not obligated to furnish Services to Client. However, if Client continues to use Services after termination, such use shall be on a month-to-month basis and Client shall pay at Provider's then-current monthly rates. Either Party may terminate a month-to-month arrangement by providing at least thirty (30) days' advance written notice.

The Service Term for each Service type is as follows:

- One-time or non-recurring project work: commences on the date of execution of the Sales Order.
- Managed Services: commences on the Term Start Date.
- Third-Party Services: commences on the date the Third-Party license and/or Service is activated or made available.

E. Service Additions and Co-Termination

Unless otherwise stated in a Sales Order, Managed Services added during the Service Term will be deemed part of the existing Sales Order for the purpose of determining the remaining Term commitment (co-term). Some Services require a minimum commitment term that may not be co-terminus with the existing Sales Order. For such Services, the Term will be set forth in the applicable Sales Order.

F. Reservation of Rights

Provider reserves the right, but is not obligated, to (i) monitor and review Client's use of the Services, including to ensure compliance with this Agreement; (ii) reject, refuse to transmit, block, or remove any content; and (iii) access, read, preserve, or disclose any information that Provider reasonably believes is necessary to comply with applicable law, enforce this Agreement, detect fraud or security issues, respond to support requests, or protect the rights, property, or safety of Provider, its Clients, and the public.

G. Required Maintenance and Support

Provider has the right to perform repair, maintenance, upgrades, updates, or enhancements ("Planned Maintenance") to its network, infrastructure, Services, and/or Provider Equipment with prior notice if such Planned Maintenance would cause a partial or full disruption of Services. Provider reserves the right to perform emergency maintenance as required to protect Provider, its Clients, or the public. Notice will be provided as soon as reasonably practicable.

Client will timely report any issues or problems affecting Service to Provider using a Client-initiated trouble ticket ("Trouble Ticket"). Calls to and from Provider support may be recorded for quality assurance and training purposes.

On-site emergency work outside of standard support hours (Monday through Friday, 8:00 AM to 6:00 PM Eastern Time) requires a two (2) hour minimum charge at the applicable after-hours rate.

H. Acceptable Use

Client shall not, and shall require that end users and Affiliates do not, use the Products and/or Services in any manner that violates applicable law or regulation, infringes the rights of any third party, or could damage, disable, or impair the Services or interfere with any other party's use of the Services.

I. No Resale

Client represents and warrants that it will be the ultimate end user of the Products and Services. Client shall not resell the Services without Provider's prior written consent.

J. Changes to Services

Provider may update, upgrade, discontinue, or otherwise modify the Services in whole or in part with at least sixty (60) days' notice prior to material changes, subject to urgency and security issues which may require a shorter notice period.

Modifications to the Services shall not materially reduce the features, functionality, performance, availability, or security of the Services during the Service Term, unless Provider makes available to Client an alternative Service that is substantially equivalent, at no additional cost. Client's sole remedy for non-compliance with the foregoing shall be the right to terminate any affected Service within ninety (90) days of receiving written notice of the modification, with a refund of fees paid for Services not yet provided.

K. Facility Access

Client agrees to grant Provider reasonable access to Client's facilities and locations to provide Services pursuant to the applicable Sales Order. Client will accompany Provider's employee while on-site whenever possible. If Client grants unaccompanied access, Client waives all liability and holds Provider harmless from any liability associated with such unaccompanied access.

L. Primary Contact

Client shall appoint a duly authorized primary contact person to provide direction, instruction, and consent for Provider's performance of Services. The primary contact person shall be the signatory on the Sales Order unless Provider is notified otherwise in writing.

M. Residual Authority

Any matter, decision, or circumstance not explicitly addressed or governed by the terms of this Agreement, any Sales Order, Statement of Work, or other document incorporated herein, shall be subject to the sole and reasonable discretion of Provider. Provider shall exercise such discretion in good faith and in a manner consistent with the general purposes and intent of this Agreement. Client acknowledges that Provider's determination on any such matter shall be final and binding unless the Parties mutually agree otherwise in writing.

3. FEES AND PAYMENT

A. Invoices; Billing and Payment Terms

a. Provider will invoice Client, and Client shall pay all Charges, pursuant to the Invoicing Frequency and Payment Terms set forth in the applicable Sales Order(s). If the Payment Terms do not state that the Service is billed in arrears, the default is billed in advance.

b. Recurring charges begin on the date the Service is activated or made available and will continue for the applicable Service Term. Pro-rated billing will apply if Services commence mid-month.

c. Professional Services provided on a fixed-price basis will be billed in advance. Professional Services provided on a time-and-materials basis will be billed monthly in arrears.

d. A fifty percent (50%) deposit is required for all non-recurring Products and Services prior to Provider ordering materials or performing Professional Services.

e. Payment obligations are non-cancellable and Charges paid are non-refundable unless otherwise set forth in this Agreement.

f. Managed Services may not be decreased or terminated early without cause during the Service Term without applicable early termination charges as described in this Section.

g. All hardware and equipment purchase Charges are billable upon execution of a Sales Order or upon Provider's submission of a hardware proposal accepted by Client, whichever is applicable.

h. Third-Party fees and costs are subject to pricing changes during a Service Term. Provider will use reasonable efforts to provide advance notice of price changes for Third-Party Products or Services.

i. Overdue amounts, other than amounts disputed in good faith, bear interest at the lower of 1.5% per month or the maximum rate allowed by North Carolina law. Provider may suspend Services upon prior written notice if Client's payment on any undisputed amounts remains overdue at the end of the tenth (10th) day following such notice.

j. Once an on-site service has been scheduled, Provider requires at least 48 hours' notice to reschedule, or a 20% cancellation fee will be added to the invoice.

B. Pricing

Pricing shall be set forth in the applicable Sales Order. Upon each annual anniversary of the Service Term, the Charges for Managed Services and Professional Services will increase by five percent (5%) or the Consumer Price Index (CPI), whichever is greater.

In the event Provider continues to provide Managed Services on a month-to-month basis following a committed Term, Provider reserves the right to increase pricing to Provider's then-current month-to-month rates.

Standard Hourly Rates (Out-of-Scope and After-Hours Work):

- Remote Support: $200.00 per hour
- On-Site Support: $350.00 per hour
- After-Hours/Weekend/Holiday Support: 1.5x the applicable rate
- Billed in quarter-hour (15-minute) increments

C. Commitment

Client agrees it is responsible for the full value of each Sales Order upon execution, subject to termination rights due to Provider's uncured default. If Services are reduced or terminated other than due to Provider's uncured default, all Charges due under the reduced or terminated Sales Order will be accelerated, and Client shall pay all unpaid amounts for Services actually provided, plus all remaining contracted Charges through the end of the Service Term, as well as any additional incurred costs (including third-party charges, collection costs, and reasonable attorney fees).

In the event of a documented reduction in the size or scope of Client's operations, Client may request a reduction of up to forty percent (40%) of the monthly recurring charges ("MRC") of add-on Managed Services following the Term Start Date without penalty. Any MRC reduction shall be effective the month following the date the reduction is requested. The remaining sixty percent (60%) of each add-on Service shall continue as a commitment for the remainder of the then-current Service Term.

D. Taxes and Fees

Prices for Products and Services do not include applicable taxes, fees, shipping and handling, duty, or customs charges. Client will be solely liable for and will pay all such charges associated with its purchase of Products and access to or use of the Services. Client shall not deduct any such amounts from owed amounts, but will not be responsible for taxes based on Provider's net income.

E. Billing Disputes

Billing disputes must be initiated within ninety (90) days of the disputed invoice date. Upon expiration of such period, Client waives its right to dispute any fees paid or payable. The Parties will work together in good faith to resolve billing disputes. A pending billing dispute shall not exempt Client from timely paying undisputed amounts.

4. PROFESSIONAL SERVICES

A. Performance

Provider will perform Professional Services as specified in the Sales Order using trained and qualified personnel, in a professional and workmanlike manner. Client's exclusive remedy for breach of this standard shall be re-performance of the deficient Professional Services, or where Provider is unable to re-perform, a refund of fees paid for the deficient Services (by written claim within ninety (90) days of the claimed deficient performance).

Professional Services are available on a time-and-materials or fixed-fee basis as described in the relevant Sales Order. Professional Service Fees may be adjusted if Client modifies the scope or delays the Services, in which case a Change Order is required.

B. Scheduling

The Parties will mutually agree upon scheduling of Professional Services. Provider shall use all reasonable efforts to meet the agreed-upon schedule. In the event Client reschedules or cancels scheduled Professional Services, Provider shall make reasonable efforts to mitigate expenses and reschedule resources, but Client shall be responsible for expenses that Provider cannot reasonably avoid.

C. Cooperation

Client shall cooperate reasonably, timely, and in good faith with Provider in the performance of Professional Services, including by providing: (a) support as reasonably requested; (b) information regarding health, safety, and security requirements at service locations; (c) physical space, equipment, telephone and internet access as required; (d) access to knowledgeable personnel; and (e) permissions and authorizations reasonably necessary to activate, maintain, inspect, or repair Products, Services, or Provider Equipment.

D. Out-of-Scope Work

For all work performed outside the Professional Services described in a Sales Order ("Out-of-Scope Work"), Provider's standard hourly rates shall apply as stated in Section 3.B.

5. SERVICE LEVEL AGREEMENT (SLA)

The following Service Level Agreement applies to all Managed Services provided under this Agreement. SLA commitments are measured on a monthly basis unless otherwise specified. The response and resolution targets set forth in this Section constitute binding contractual commitments of Provider. Provider shall make commercially reasonable best efforts to resolve all support requests and incidents faster than the stated targets.

A. System Uptime

Provider commits to ninety-nine and one-half percent (99.5%) uptime for monitored and managed systems, calculated on a monthly basis, excluding Planned Maintenance windows and circumstances beyond Provider's reasonable control (force majeure events).

"Uptime" is defined as the period during which Provider's managed infrastructure and Services are available and performing within normal operational parameters. Uptime is measured from Provider's monitoring systems.

B. Help Desk Response Times

Provider shall respond to Client support requests within the following timeframes, measured from the time the Trouble Ticket is submitted or acknowledged by Provider's ticketing system. These response and resolution targets constitute binding service level commitments. Provider shall use best efforts to exceed these targets and resolve all tickets as expeditiously as possible.

Priority Level	Description	Response Time	Resolution Target
Critical (P1)	Complete service outage, security breach, or data loss event affecting business operations	15 minutes	4 hours
High (P2)	Major service degradation affecting multiple users or critical business functions	30 minutes	8 hours
Standard (P3)	Single user issue, non-critical application error, or general support request	1 hour	24 hours
Low (P4)	Information request, minor issue, scheduled change, or enhancement request	4 hours	72 hours

Response times are measured during standard business hours (Monday through Friday, 8:00 AM to 6:00 PM Eastern Time) unless Client has purchased 24/7 support coverage. Critical (P1) issues receive 24/7 response regardless of support tier.

C. SLA Credits

If Provider fails to meet the SLA commitments described in this Section, Client may request a service credit by submitting a written claim within thirty (30) days of the month in which the SLA was not met. Service credits are calculated as follows:

Monthly Uptime Percentage	Service Credit (% of Monthly MRC)
99.0% to 99.49%	5%
98.0% to 98.99%	10%
95.0% to 97.99%	20%
Below 95.0%	30%

Service credits shall not exceed thirty percent (30%) of the monthly recurring charges for the affected Service in any given month. Service credits are Client's sole and exclusive remedy for Provider's failure to meet SLA commitments. Credits will be applied to Client's next invoice and are not redeemable for cash.

D. SLA Exclusions

SLA commitments do not apply to: (i) Planned Maintenance windows communicated in advance; (ii) emergency maintenance required for security or compliance; (iii) force majeure events; (iv) issues caused by Client Equipment, Client actions or inactions, or third-party services not managed by Provider; (v) issues arising from Client's failure to implement Provider's recommendations; (vi) issues caused by Client's failure to maintain minimum equipment standards as described in Section 2.B; or (vii) hardware not procured through Provider as described in Section 2.B.a.

E. Reporting

Provider shall deliver monthly SLA performance reports to Client, including uptime statistics, ticket volume and resolution metrics, and any SLA credit calculations. Reports will be available within ten (10) business days of the close of each calendar month.

6. REGULATORY COMPLIANCE AND SHARED RESPONSIBILITY

A. Compliance Service Tiers

Provider offers regulatory compliance support as part of its Managed Services, available at the service tier levels described below and as further specified in the applicable Sales Order. Compliance-related Services, including but not limited to those addressing requirements of the Federal Trade Commission ("FTC"), the U.S. Securities and Exchange Commission ("SEC"), and the Financial Industry Regulatory Authority ("FINRA"), are available to Clients who subscribe to the Compliance Advantage or Regulatory Elite service tiers.

The specific compliance features, tools, and services included in each tier are as follows:

Tier 1: Advisor Essentials Starting at $125/user/month	
Designed for solo advisors or small teams requiring reliable, secure IT support that meets baseline FINRA and SEC expectations.	
✓	24/7 Monitoring and Management (network, endpoints, servers)
✓	Next-Generation Antivirus and Threat Protection (Bitdefender or SentinelOne)
✓	Managed Windows and Third-Party Application Patching
✓	Email Security (spam filtering, phishing protection, and encryption support)
✓	Secure Microsoft 365 Administration (user provisioning, MFA enforcement)
✓	Ticketing System and Client Portal Access
✓	Annual Technology Review (vCIO session)
✓	Compliance Essentials Checklist (pre-audit readiness assessment)
✓	Daily Endpoint Backups with Centralized Monitoring

Tier 2: Compliance Advantage Starting at $175/user/month	
For RIAs seeking to move beyond baseline security to full compliance readiness, with enhanced protections, ongoing training, and quarterly strategic guidance.	
✓	All Advisor Essentials features included
✓	Unlimited Remote Support
✓	Full Email Encryption and Archiving (SEC/FINRA retention compliance)
✓	Endpoint Encryption with Central Key Management (BitLocker or equivalent)
✓	Managed Firewall and Wi-Fi Infrastructure
✓	Quarterly vCIO Strategy Sessions
✓	Quarterly Technology Health Reports (patching, uptime, security score)

✓	Monthly Phishing Simulations and Security Awareness Training
✓	Vendor Management (Orion, eMoney, Tamarac, Custodians, etc.)
✓	Dark Web Monitoring for Advisor Credentials
✓	Backup Verification and Recovery Testing
✓	FTC, SEC, and FINRA Compliance Monitoring and Support

Tier 3: Regulatory Elite Starting at $250/user/month	
Comprehensive compliance alignment, risk management, and fully managed IT governance for established firms and multi-advisor offices subject to regulatory examination.	
✓	All Compliance Advantage features included
✓	Unlimited On-Site Support (local Charlotte metropolitan area)
✓	Quarterly Security and Vulnerability Assessments
✓	Annual SEC/FINRA Audit Simulation with Documentation Preparation
✓	vCIO and vCISO Services (strategic technology, security, and compliance oversight)
✓	Business Continuity and Disaster Recovery (BCDR) with Regular Testing
✓	Password Manager Deployment for All Employees (Keeper or IT Glue)
✓	Data Retention and Evidence Collection for Compliance Examinations
✓	Customized Compliance Reporting Portal (auditor-ready exports)
✓	Annual Incident Response Tabletop Exercise
✓	Vendor Risk Management Reports (due diligence templates included)
✓	Full FTC, SEC, and FINRA Regulatory Compliance Alignment

Optional Add-On Services

- Cyber Insurance Alignment Report: $500 per year
- SOC/ISO Audit Preparation: $1,500 per project
- Remote Office Setup Packages: $250 per location setup
- 24/7 Compliance Hotline Access: $200 per month

B. FTC, SEC, and FINRA Compliance

For Clients subscribing to the Compliance Advantage or Regulatory Elite service tiers, Provider shall use commercially reasonable efforts to assist Client in achieving and maintaining compliance with applicable regulations promulgated by the FTC (including the FTC Safeguards Rule, 16 C.F.R. Part 314), the SEC (including Regulation S-P, Regulation S-ID, and applicable cybersecurity disclosure requirements), and FINRA (including FINRA Rules 3110, 3120, and 4370, and applicable cybersecurity guidance).

Provider's compliance support services are advisory and technical in nature and are intended to supplement, not replace, Client's own compliance program. Provider does not serve as Client's compliance officer, registered representative, or legal counsel. Client retains sole responsibility for understanding, interpreting, and complying with all applicable regulatory requirements, and for ensuring that its business practices, policies, and personnel conduct conform to such requirements.

C. Shared Responsibility; Client Compliance Obligations

Client acknowledges and agrees that regulatory compliance is a shared responsibility between Provider and Client, and that Provider's ability to deliver effective compliance support is contingent upon Client's active and ongoing cooperation, participation, and adherence to its own obligations. Specifically, and without limitation, Client shall:

- Ensure that all employees, agents, and Authorized Users comply with security policies, procedures, and best practices communicated by Provider, including but not limited to the use of strong, unique passwords, multi-factor authentication, and screen-lock policies.
- Prohibit the sharing of individual user credentials, passwords, or authentication tokens among employees or with unauthorized persons.
- Ensure that workstations, laptops, and mobile devices are physically secured and locked when unattended.
- Promptly report any known or suspected security incidents, policy violations, or compliance concerns to Provider.
- Participate in and ensure employee completion of all security awareness training and phishing simulation programs provided by Provider.
- Provide timely responses to Provider's requests for information, documentation, access, and cooperation in connection with compliance assessments, audits, and remediation efforts.
- Maintain accurate and complete records as required by applicable regulatory authorities.
- Refrain from knowingly or negligently engaging in conduct that would cause, contribute to, or fail to prevent a violation of applicable FTC, SEC, FINRA, or other regulatory requirements.

Provider shall not be liable for any regulatory finding, penalty, fine, sanction, or adverse outcome arising from or attributable to Client's failure to fulfill its obligations under this Section, including but not limited to Client's failure to implement Provider's recommendations, Client's failure to enforce security policies among its personnel, or Client's knowing or negligent non-compliance with applicable regulations. Client shall indemnify and hold Provider harmless from any Losses arising from Client's breach of its obligations under this Section.

D. Compliance Onboarding for New Clients

For new Clients that are not in compliance with applicable FTC, SEC, and/or FINRA requirements at the time of onboarding, Provider shall use commercially reasonable best efforts to assist Client in achieving a baseline level of compliance within six (6) weeks of the Term Start Date, subject to the scope and complexity of Client's existing IT environment and the nature and extent of the compliance deficiencies identified.

Client acknowledges that the six (6) week target is an estimate and not a guarantee. Depending on the size and complexity of Client's organization, the volume and severity of existing compliance gaps, and the timeliness and adequacy of Client's cooperation, the compliance onboarding process may require up to twelve (12) weeks or longer to complete. Delays attributable to Client's failure to provide timely access, information, approvals, or cooperation shall extend the estimated timeline accordingly, and Provider shall not be liable for any regulatory exposure or adverse consequences resulting from such delays.

Provider shall provide Client with a written compliance onboarding plan within ten (10) business days of the Term Start Date, identifying the key milestones, dependencies, and estimated timeline for achieving baseline compliance.

E. North Carolina Compliance

Provider shall comply with all applicable North Carolina statutes and regulations in the performance of Services, including but not limited to:

- North Carolina Identity Theft Protection Act (N.C.G.S. 75-61 et seq.) regarding data breach notification requirements.
- North Carolina Unfair and Deceptive Trade Practices Act (N.C.G.S. 75-1.1) regarding fair business practices.
- Any applicable North Carolina Department of Insurance regulations affecting Client's industry.

F. South Carolina Compliance

To the extent Services are provided to Client locations or operations in South Carolina, Provider shall also comply with applicable South Carolina statutes and regulations, including but not limited to:

- South Carolina Insurance Data Security Act (S.C. Code Ann. 38-99-10 et seq.) regarding information security programs and incident notification.
- South Carolina Breach Notification Law (S.C. Code Ann. 39-1-90) regarding notification obligations in the event of a data breach.
- Any applicable South Carolina Department of Insurance regulations affecting Client's industry.

7. INTELLECTUAL PROPERTY; CLIENT DATA

A. Client Data

As between Client and Provider, Client owns and retains all right, title, and interest in Client Data. Client authorizes Provider to use Client Data solely to provide the Services and perform in accordance with this Agreement.

B. Intellectual Property Rights

All Intellectual Property Rights in the Services, including Third-Party Services, shall be owned by Provider or its licensors, including any improvements, enhancements, modifications, and derivative works made in connection with the Services. Upon termination of this Agreement, all licenses granted hereunder will automatically terminate.

Neither Party shall use the other's trademarks, trade names, brands, or images without the other's prior written permission.

C. Feedback

Client's suggested improvements to and feedback regarding the Services are not Confidential Information, and Client grants to Provider an unrestricted, irrevocable, fully paid-up, and non-exclusive right to use such suggestions and feedback for any purpose.

D. Provider Content

Provider or the applicable Third-Party owns all right, title, and interest in the Services and all improvements, modifications, and derivative works thereof. Client shall not (and shall not allow third parties to) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of Provider Content, Services, or Third-Party Services, except to the limited extent applicable laws specifically prohibit such restrictions.

E. Restrictions

Client shall abide by and maintain all copyright notices, information, and restrictions contained in any Provider Content accessed through the Services.

8. CONFIDENTIALITY AND DATA PROTECTION

A. Confidential Information

"Confidential Information" means any non-public information or data, regardless of form, disclosed by either Party that is marked as confidential or proprietary, or that should reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. The terms of this Agreement are the Confidential Information of both Parties.

Confidential Information does not include information that: (i) is publicly available through no fault of the receiving Party; (ii) was properly known to the receiving Party prior to disclosure; (iii) was properly disclosed to the receiving Party by another person without restriction or violation of rights; or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

B. Restrictions on Confidential Information

During the term of this Agreement and for a period of three (3) years thereafter, each Party agrees to use the Confidential Information of the other Party solely in accordance with this Agreement and will not disclose such Confidential Information to any third party without the other Party's prior written consent, except as otherwise permitted herein or as required for Provider to deliver the Services.

Each Party agrees to exercise due care in protecting the other Party's Confidential Information from unauthorized use and disclosure. Each Party may disclose Confidential Information to employees, representatives, Affiliates, and subcontractors who have a need to know and are bound by confidentiality obligations consistent with this Section.

Either Party may disclose Confidential Information as required by law, legal process, or court order, provided that it promptly notifies the other Party to allow the opportunity to seek a protective order or other remedy, subject to applicable law.

C. Data Security

Provider agrees to use commercially reasonable efforts to safeguard the security of Client Data within its reasonable span of control, and will comply with all applicable laws, rules, and regulations.

If Provider discovers or is notified of a breach of security relating to Client Data, Provider shall, upon confirmation of a breach impacting Client Data, and in no event later than seventy-two (72) hours following confirmation: (a) notify Client of such breach; and (b) if the applicable Client Data was within Provider's reasonable span of control at the time of the breach, use commercially reasonable efforts to mitigate the effects and take steps designed to prevent recurrence.

Provider's breach notification obligations shall comply with the North Carolina Identity Theft Protection Act (N.C.G.S. 75-61 et seq.) and the South Carolina Insurance Data Security Act (S.C. Code Ann. 38-99-10 et seq.), as applicable to Client's operations.

D. Personal Data

Processing of personal data by Provider on behalf of Client shall be subject to the terms of a Data Processing Addendum ("DPA") and, if applicable, a Business Associate Agreement ("BAA"), which will be incorporated into this Agreement by reference when executed.

9. WARRANTIES AND DISCLAIMERS

A. Provider Warranty

Provider will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable laws and subject to the terms of this Agreement. The Services will be provided substantially in accordance with this Agreement, the Sales Order, and the applicable SOW. To the extent permitted by law, Provider shall pass through to Client any and all warranties received in connection with equipment provided to Client.

B. Client Warranty

Client and its Authorized Users' use of the Services must at all times comply with all applicable laws and this Agreement. Client warrants that it has the right to use the Client Data at all times. Client further warrants that it shall use best efforts to comply with all applicable regulatory requirements, including those of the FTC, SEC, and FINRA, and that it shall cooperate with Provider in maintaining such compliance as set forth in Section 6.C.

C. Assumption of Risk

Provider has no special relationship with or fiduciary duty to Client. Provider shall have no liability for acts, faults, or omissions of any third-party systems, networks, or operators, including suspension or termination of Provider's connections, or faults in or failures of such apparatus or network.

D. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND PROVIDER CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

PROVIDER DOES NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY CONTENT OR RESULTS WILL BE ACCURATE, ERROR-FREE, OR COMPLETE; OR (III) THE RESULTS OF USING THE SERVICES WILL MEET CLIENT'S REQUIREMENTS. PROVIDER DOES NOT WARRANT OR GUARANTEE THAT CLIENT WILL ACHIEVE OR MAINTAIN REGULATORY COMPLIANCE THROUGH THE USE OF THE SERVICES, AND PROVIDER'S COMPLIANCE SUPPORT SERVICES ARE NOT A SUBSTITUTE FOR CLIENT'S OWN COMPLIANCE PROGRAM, LEGAL COUNSEL, OR REGULATORY OBLIGATIONS.

10. INDEMNIFICATION

A. Client Indemnification

Client agrees to defend, indemnify, and hold harmless Provider, its Affiliates, and each of their respective employees, licensors, contractors, directors, officers, and representatives from and against any damages, liabilities, claims, demands, losses, fines, penalties, and expenses (including reasonable attorney fees) ("Losses") arising from or related to: (i) use of the Products and/or Services in a manner not authorized by this Agreement; (ii) claims relating to Client Data or that Client Data infringes third-party rights; (iii) Client's failure to implement Provider's recommended guidance; (iv) Client's failure to fulfill its shared compliance responsibilities under Section 6.C; (v) regulatory findings, penalties, or sanctions attributable to Client's conduct or omissions; or (vi) gross negligence or willful misconduct of Client, its Affiliates, or Authorized Users.

B. Provider Indemnification

Provider agrees to defend, indemnify, and hold harmless Client from and against any Losses arising from: (i) infringement of third-party Intellectual Property Rights due to Client's authorized use of the Services (other than Client Data); or (ii) the gross negligence or willful misconduct of Provider or its agents or subcontractors.

C. Indemnification Procedure

The indemnified Party shall promptly notify the indemnitor of any claim. The indemnitor may take sole control of the defense at its own expense. The indemnified Party shall cooperate with the indemnitor and may participate at its own expense. All settlements of indemnifiable claims shall require the indemnified Party's consent and include appropriate confidentiality provisions.

11. LIMITATION OF LIABILITY

A. Exclusion of Consequential Damages

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, GOODWILL, REVENUE, DATA LOSS, INTERRUPTION OF BUSINESS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Cap on Direct Damages

EITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO PROVIDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL LIMIT LIABILITY FOR: (I) CLIENT'S PAYMENT OBLIGATIONS; (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; (III) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (IV) LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, INCLUDING NORTH CAROLINA AND SOUTH CAROLINA LAW.

C. Declined Services

PROVIDER SHALL HAVE NO LIABILITY FOR DAMAGES WHICH WOULD HAVE BEEN PREVENTED BY A PRODUCT OR SERVICE OFFERED TO CLIENT WHERE SUCH PRODUCT OR SERVICE WAS DECLINED BY CLIENT. CLIENT SHALL HOLD PROVIDER HARMLESS FROM DAMAGES CAUSED BY CLIENT'S REFUSAL OR FAILURE TO IMPLEMENT RECOMMENDATIONS FROM PROVIDER.

12. TERM AND TERMINATION

A. Term

This Agreement shall be effective beginning on the Effective Date and continue for so long as Services are being provided to Client under any active Sales Order.

B. Termination; Suspension

Either Party may terminate this Agreement for cause: (i) if the other Party is in material breach and has failed to cure such breach within thirty (30) days after written notice; or (ii) upon the other Party's liquidation, dissolution, disposal of substantially all assets, assignment for the benefit of creditors, or becoming the subject of a voluntary or involuntary bankruptcy or similar proceeding.

Provider may suspend Services at any time if Client is in material breach, with notice provided as appropriate given the nature of the breach and actual or potential harm. Client shall remain responsible to pay for all Charges during any suspension period. Following resolution of the issue, Client may resume use of the Services.

C. Effect of Termination

Upon termination: (i) Client remains liable for all Charges and obligations accrued through the effective date of termination; (ii) except in the case of termination due to Provider's uncured breach, Client remains liable for all Charges through the end of the contracted Service Term; and (iii) all of Client's rights and licenses under this Agreement will immediately terminate and Client shall cease using the Services.

Following termination other than for breach, Client may request reasonable post-termination assistance, subject to advance payment of applicable fees and acceptance of terms specified by Provider in writing.

13. NOTICES

Provider shall send notices via email to the email address Client provides on the Sales Order. It is Client's responsibility to keep its email address current. Client will be deemed to have received any email sent to the last known email address on record.

Client shall send notices to Provider as follows:

- Formal Legal Notices: via email to legal@securewealthit.com
- Billing Disputes: via email to billing@securewealthit.com
- Cancellation/Non-Renewal: via email to billing@securewealthit.com

The addresses for notices may be changed by written notice to the other Party.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. Each Party irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of North Carolina for any action arising out of or relating to this Agreement.

To the extent that Client operates in or receives Services in the State of South Carolina, the Parties acknowledge that applicable South Carolina consumer protection laws and data security regulations, including but not limited to the South Carolina Insurance Data Security Act, may apply in addition to North Carolina law. Nothing in this Agreement shall be construed to limit Client's rights under mandatory consumer protection statutes of either state.

15. DISPUTE RESOLUTION

A. Management Resolution

In the event of a dispute, the disputing Party shall provide written notice to the other Party. The Parties agree to escalate disputes to their respective executive management, who will use commercially reasonable efforts to resolve the dispute through good-faith consultation within thirty (30) days of receipt of notice.

B. Mediation

If the dispute is not resolved through management consultation within thirty (30) days, either Party may request non-binding mediation before a mutually agreed-upon mediator in the State of North Carolina. The costs of mediation shall be shared equally by the Parties.

C. Litigation

If mediation fails to resolve the dispute within sixty (60) days of the initial dispute notice, either Party may pursue the dispute through litigation in the state or federal courts located in the State of North Carolina, subject to the governing law provisions of this Agreement.

The prevailing Party in any action to enforce this Agreement shall be entitled to recover its reasonable attorney fees and costs.

16. AGREEMENT UPDATES AND ACCEPTANCE

Provider reserves the right to amend, update, supplement, or replace this Agreement, in whole or in part, at any time by posting the revised Agreement to the Legal Page at https://securewealthit.com/legal (the "Legal Page"). Provider shall use commercially reasonable efforts to notify Client of material changes via email to the address on file or through the client portal, but Client's failure to receive such notice shall not affect the validity or enforceability of any such amendment.

By executing a Sales Order under this Agreement, Client expressly acknowledges and agrees that: (i) the most current version of this Agreement, as posted on the Legal Page, shall at all times govern the relationship between the Parties; (ii) Client is responsible for periodically reviewing the Legal Page to stay informed of any changes; and (iii) Client's continued use of the Services following the posting of any amended Agreement shall constitute Client's acceptance of and agreement to be bound by such amendments.

If Client objects to any material amendment, Client may terminate the affected Services within thirty (30) days of Provider's notice of such amendment, subject to the termination provisions of this Agreement. If Client does not terminate within such thirty (30) day period, Client shall be deemed to have accepted the amendment.

17. MISCELLANEOUS

A. Force Majeure

Neither Party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, flood, fire, earthquake, governmental actions, war, terrorist acts, riot, civil unrest, epidemics, pandemics, sabotage, denial-of-service attacks, or telecommunications or power outages. If such event continues for more than sixty (60) continuous days, the impacted Party may provide written notice to terminate this Agreement or reduce an impacted Service. Any such termination or reduction shall not relieve Client from paying all amounts due through the date of termination.

B. Insurance

Provider and Client will each maintain during the Term, at its own expense, insurance coverage customary for comparably situated companies, including at a minimum: Commercial General Liability insurance, Workers' Compensation insurance as required by North Carolina and South Carolina law, Employer's Liability insurance, Professional Liability or Errors and Omissions insurance covering the subject matter of this Agreement, and Cyber Liability insurance (including coverage for data loss, data security breaches, and privacy law violations). Each Party will furnish certificates of insurance to the other Party upon request.

C. Independent Contractor

The relationship between the Parties is that of independent contractors. Nothing in this Agreement creates a partnership, agency, joint venture, or employer-employee relationship. Neither Party is authorized to make representations, contracts, or commitments on behalf of the other Party.

D. Entire Agreement

This Agreement, together with all Sales Orders, SOWs, Schedules, Exhibits, and the most current version of this Agreement as posted on the Legal Page, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between the Parties with respect to the subject matter hereof. Section headings are for convenience only and shall not affect interpretation.

E. Modifications and Waivers

Except as expressly provided in Section 16 (Agreement Updates and Acceptance) and elsewhere in this Agreement, this Agreement may not be changed or modified except by a written agreement signed by the Party against whom enforcement is asserted. The failure of either Party to exercise any right provided herein shall not be deemed a waiver of any other rights.

F. Severability

If any provision of this Agreement is found to be unenforceable or invalid under North Carolina or South Carolina law, that provision will be modified to the minimum extent necessary to make it enforceable, and the remainder of this Agreement will remain in full force and effect.

G. Assignment

Neither Party shall assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld. Either Party may, without consent but with reasonable prior written notice, assign its rights and obligations to any parent, affiliate, or subsidiary, or pursuant to any merger, acquisition, reorganization, or sale of substantially all its assets, provided the successor agrees in writing to assume all obligations under this Agreement.

H. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, if Client directly or indirectly recruits, hires, or employs any Provider employee without Provider's prior written consent, Client shall pay Provider, within fifteen (15) days of such hiring, a placement fee equal to the total scheduled annual compensation of such employee as compensation for Provider's investment in recruitment, training, and certifications.

This non-solicitation provision shall be construed and enforced in accordance with North Carolina law, including N.C.G.S. 75-4, and shall be interpreted to be enforceable to the maximum extent permitted by applicable law.

I. Trade Compliance

Client represents and warrants that its use of the Services will comply with all applicable trade restrictions, export laws, embargoes, and sanctions. Client shall not use the Services for any purpose prohibited by applicable law.

J. Authority and Execution

Each Party represents that: (i) it has full authority to enter into and perform under this Agreement; (ii) the person accepting the Sales Order on its behalf is properly authorized; and (iii) it has read this Agreement, understands it, and agrees to be bound by its terms, including the provisions regarding future amendments as set forth in Section 16. Electronic signatures on Sales Orders and this Agreement shall be deemed valid, binding, and enforceable.

K. Survival

The terms and conditions of this Agreement that by their nature should survive termination shall survive the expiration or termination of this Agreement, including but not limited to Sections 3 (Fees and Payment), 6 (Regulatory Compliance and Shared Responsibility), 7 (Intellectual Property), 8 (Confidentiality), 9 (Warranties and Disclaimers), 10 (Indemnification), 11 (Limitation of Liability), and 17.H (Non-Solicitation).

L. Order of Precedence

In the event of any conflict among the following documents, the order of precedence shall be: (a) the Sales Order; (b) this Agreement (as amended and posted on the Legal Page); (c) the DPA and BAA (if applicable); and (d) Third-Party Terms (where relevant).

M. Residual Matters

As further set forth in Section 2.M, any matter not explicitly addressed in this Agreement, any Sales Order, Statement of Work, or other document incorporated herein shall be resolved at Provider's sole and reasonable discretion, exercised in good faith and consistent with the purposes of this Agreement.

SCHEDULE 1: DEFINITIONS

"Account" means the account established with Provider and associated with Client and the Services provided under this Agreement and the applicable Sales Order(s).

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" means direct or indirect ownership of more than 50% of the voting interests.

"Agreement" means a Sales Order, this Master Services Agreement (as amended from time to time and posted on the Legal Page), and all applicable documents incorporated by reference, which shall collectively form a legally binding agreement.

"Authorized User" means the authorized individual executing a Sales Order on behalf of Client, and any person to whom Provider has supplied user credentials, including employees, consultants, contractors, and agents of Client and its Affiliates.

"Change Order" means any mutually agreed change to Professional Services, signed by both Parties, detailing the proposed changes and any additional Charges.

"Charges" or "Fees" means the charges and fees payable under the applicable Sales Order and this Agreement.

"Client" means the Client legal entity identified in the Sales Order.

"Client Data" means all data, information, or material submitted by the Client or Authorized Users to the Services in connection with Client's use of the Services.

"Client Equipment" means any equipment, software, data storage, systems, cabling, or facilities owned by Client and used directly or indirectly with the Services.

"Client Location" means the physical location(s) where the Services are provided.

"Compliance Advantage" means the second-tier Managed Services package described in Section 6.A, which includes enhanced regulatory compliance support for FTC, SEC, and FINRA requirements.

"Confidential Information" has the meaning set forth in Section 8.A.

"Effective Date" means the date of execution of the applicable Sales Order.

"Initial Term" means the initial term of the Services as stated on a Sales Order, or twelve (12) months if not specified.

"Intellectual Property Rights" means all patents, rights to inventions, copyright, trademarks, service marks, trade names, domain names, rights in designs, rights in computer software, database rights, trade secrets, and any other intellectual property rights, whether registered or unregistered, and all applications and renewals thereof.

"Invoicing Frequency" means the intervals at which Provider will deliver invoices as detailed on the Sales Order.

"Legal Page" means the webpage located at https://securewealthit.com/legal where the most current version of this Agreement and related policies are published.

"Managed Services" means Services provided on an ongoing, recurring basis as specified in a Sales Order.

"Payment Terms" means the period of time Client is required to remit payment for an invoice, as stated in the Sales Order.

"Planned Maintenance" means scheduled repair, maintenance, upgrades, updates, or enhancements to Provider's network, infrastructure, or Services.

"Product" means software, equipment, and other goods sold to Client where ownership transfers to Client upon full payment.

"Professional Services" means the setup, implementation, configuration, and other professional services identified in a Sales Order and/or Statement of Work.

"Professional Service Fees" means the fees for Professional Services as set forth in the Sales Order.

"Provider" means Secure Wealth IT, LLC.

"Provider Equipment" means all equipment used, leased, or provided by Provider to Client for use in connection with the Services.

"Regulatory Elite" means the third-tier Managed Services package described in Section 6.A, which includes comprehensive FTC, SEC, and FINRA regulatory compliance alignment and governance services.

"Renewal Term" means the period immediately following expiration of the Initial Term, which shall be twelve (12) months unless otherwise set forth in the Sales Order.

"Sales Order" means the ordering document executed by Client and Provider detailing the specific Products and Services purchased.

"Service Term" or "Term" means the term of any Services provided on a recurring basis, including the Initial Term and any Renewal Terms, as specified in the applicable Sales Order.

"Services" means all software and services provided under this Agreement, including Managed Services and Third-Party Services, as detailed in a Sales Order.

"Software" means proprietary software owned or licensed by Provider, or which Provider has the right to sublicense, which is provided to Client or used in connection with the Services.

"Statement of Work" or "SOW" means the document describing the Professional Services to be provided.

"Supported Hardware" means hardware, equipment, and peripherals procured through Provider in accordance with Section 2.B.a.

"Taxes and Fees" means applicable country, state, or local taxes, including sales, use, value-added, privilege, or other taxes, levies, duties, fees, and governmental assessments associated with the Products and Services.

"Term Start Date" means the commencement date for Managed Services, which shall be the first day of the month the Managed Services are activated or made available at the last Client Location, unless stated otherwise on the Sales Order.

"Third-Party" means any provider of services or products under this Agreement other than Provider.

"Third-Party Services" means any services provided by a Third-Party.

"Third-Party Products" means any products, software, and equipment provided by a Third-Party.

"Third-Party Terms" means the terms and conditions governing Third-Party Products and Services.

"Trouble Ticket" means a Client-initiated support request submitted through Provider's ticketing system.