

SIDE BY SIDE IT, LLC

GENERAL TERMS AND CONDITIONS

Version 1.0 | Effective Date: November 1, 2026

1. Purpose, Applicability, and Contract Documents

These General Terms and Conditions (the “Terms”) govern the provision of technology goods and services by Side by Side IT, LLC, a Missouri limited liability company (“Side by Side IT,” “we,” “us,” or “our”), to the client identified in an applicable Contract Document (“Client,” “you,” or “your”).

The “Contract Documents” consist of these Terms and each applicable signed Managed Services Agreement, Service Schedule, Statement of Work, Proposal, Quote, Service Order, Change Order, and written amendment. By signing or electronically accepting a Contract Document that incorporates these Terms, Client agrees to be bound by the complete Contract Documents.

Client purchase orders, vendor forms, portal terms, or other Client documents are for administrative convenience only. Additional or inconsistent terms in those documents do not modify the Contract Documents unless expressly accepted in a writing signed by an authorized representative of Side by Side IT.

Order of Precedence

If Contract Documents conflict, the following order controls: (a) a signed amendment or Change Order; (b) the applicable Service Schedule or Statement of Work; (c) the Managed Services Agreement; (d) these Terms; and (e) the applicable Proposal, Quote, or Service Order. A more specific provision controls over a general provision concerning the same subject.

2. Definitions

Authorized Contact. a person designated by Client to approve work, purchases, account changes, security-sensitive requests, or other decisions.

Business Hours. 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding holidays observed by Side by Side IT.

Client Data. data, content, records, credentials, and information owned by or provided for Client, excluding Side by Side IT Materials.

Covered Environment. the users, accounts, devices, systems, sites, workloads, cloud services, and repositories specifically identified in a Contract Document.

Goods. hardware, equipment, software licenses, subscriptions, and other products supplied or procured by Side by Side IT.

Managed Services. recurring services specifically listed as included in a Service Schedule or Service Order.

Project Services. nonrecurring implementation, migration, deployment, remediation, consulting, or other work performed under a Statement of Work, Quote, or Service Order.

Security Incident. an actual or reasonably suspected compromise, unauthorized access, loss, misuse, disruption, corruption, encryption, or disclosure affecting systems or data.

Services. Managed Services, Project Services, support, consulting, procurement, and other work performed by Side by Side IT.

Side by Side IT Materials. our preexisting or independently developed tools, scripts, templates, methods, know-how, automations, documentation frameworks, software, and intellectual property.

Third-Party Service. a product or service supplied by a party other than Side by Side IT, including cloud, software, telecommunications, hosting, security, backup, hardware, and internet services.

3. Quotes, Orders, and Changes

Unless a Quote states otherwise, Quotes expire seven (7) days after issuance. A Quote is not binding until accepted by Client and accepted by Side by Side IT, and any required deposit or advance payment has been received.

An Authorized Contact may approve an order electronically, including by electronic signature, email, or an approved ordering portal. Side by Side IT may reasonably rely on an approval that appears to come from an Authorized Contact unless we have actual knowledge that the approval is unauthorized.

Changes to scope, assumptions, schedule, quantities, deliverables, or dependencies may require a written Change Order, revised Quote, or additional charges. Work outside the documented scope is billable at then-current rates unless otherwise agreed in writing.

4. Fees, Taxes, Invoicing, and Payment

Client will pay the fees, charges, pass-through costs, expenses, and taxes stated in the applicable Contract Documents. Unless expressly stated otherwise, prices exclude sales, use, excise, telecommunications, and similar taxes. Client is responsible for applicable taxes other than taxes imposed on Side by Side IT's net income.

Invoices are due according to the payment terms shown on the invoice or applicable Contract Document. Client must notify Side by Side IT in writing of a good-faith invoice dispute within fifteen (14) days after the invoice date and must timely pay all undisputed amounts.

Client is responsible for reasonable collection costs and attorneys' fees incurred to collect undisputed past-due amounts, to the extent permitted by law.

If an undisputed amount remains unpaid thirty (30) days after written notice of delinquency, Side by Side IT may suspend affected Services until the account is current. We will use commercially reasonable efforts to avoid suspension of services that would create an immediate and disproportionate security risk, but Client remains responsible for consequences caused by nonpayment or suspension.

Rate and Pass-Through Adjustments

Fixed fees remain fixed for any stated fixed-price period, subject to approved scope changes. Side by Side IT may adjust recurring service rates at renewal or on at least thirty (30) days' written notice. Third-party license, subscription, freight, tax, and vendor cost changes may be passed through upon notice, including during a term when those costs are outside our control.

5. Third-Party Products, Services, and Licensing

Services may depend on Third-Party Services. Client agrees to applicable third-party license and service terms. Unless expressly stated in a Contract Document, Side by Side IT does not control and is not responsible for a third party's availability, security, performance, pricing, product changes, discontinuation, data practices, or support.

Client is responsible for maintaining lawful licenses for software it owns, selects, or provides. Subscriptions may be noncancelable, nonrefundable, or subject to minimum commitments imposed by a vendor. Client remains responsible for committed third-party charges through the applicable commitment period, even if Client reduces users, devices, or Services.

Client will identify which vendor accounts should be owned directly by Client. Upon request, Side by Side IT will reasonably assist with establishing Client ownership or administrative access where supported by the vendor and applicable license terms.

6. Goods, Delivery, Returns, and Warranties

Delivery dates are estimates and may depend on distributors, manufacturers, carriers, and other third parties. Risk of loss passes to Client upon delivery to Client's designated location. Title to Goods supplied by Side by Side IT does not pass until the applicable purchase price is paid in full.

Returns are subject to the manufacturer's or distributor's policies and approval. Custom, opened, configured, licensed, special-order, or nonreturnable Goods may not be returned. Client is responsible for restocking, shipping, cancellation, and administrative charges unless the return results from Side by Side IT's ordering error.

Goods are covered only by warranties provided by the manufacturer or distributor, if any. Side by Side IT will reasonably assist with a warranty claim when included in a Contract Document or otherwise billable, but does not provide an independent hardware or manufacturer warranty.

7. Client Responsibilities and Cooperation

Client will provide timely, accurate, and complete information, decisions, approvals, access, facilities, internet connectivity, power, personnel availability, and cooperation reasonably required to perform the Services. Delays, incomplete information, inaccessible systems, unsupported equipment, or failure to follow documented prerequisites may affect schedules, service levels, and fees.

Client is responsible for lawful and appropriate use of its systems, accounts, software, and data and for establishing internal policies concerning acceptable use, records retention, privacy, financial controls, and employee conduct.

Client will maintain a current list of Authorized Contacts and promptly notify Side by Side IT of personnel, ownership, vendor, insurance, regulatory, or operational changes that may materially affect the Services.

8. Authorized Requests and Fraud Prevention

Side by Side IT may require identity verification, callback verification, written authorization, or approval from another Authorized Contact before completing security-sensitive requests, including password or multifactor authentication changes, administrative access changes, data exports, user terminations, payment-instruction changes, or requests involving confidential information.

Client will independently verify payment instructions, bank-account changes, wire requests, gift-card requests, and other high-risk financial communications through a trusted channel. Side by Side IT is not a bank, payment processor, fiduciary, or financial-control provider and does not guarantee detection or prevention of business email compromise, phishing, impersonation, or social engineering.

9. Access, Remote Management, and Monitoring Tools

Client authorizes Side by Side IT to access the Covered Environment and to install, configure, update, and remove management, monitoring, remote-access, security, backup, and support tools reasonably necessary to provide the Services. Such tools may collect device, account, performance, security, configuration, and support information and may permit authorized technicians to remotely access managed systems.

Side by Side IT will use access rights only for legitimate service, security, administration, support, and legal purposes. Client will not disable or interfere with approved tools without prior coordination. Client is responsible for informing its workforce of lawful workplace monitoring and access practices applicable to Client's environment.

10. Data Ownership, Credentials, and Records

As between the parties, Client retains ownership of Client Data. Side by Side IT may access, process, store, transmit, and disclose Client Data only as reasonably necessary to provide Services, administer the relationship, comply with law, protect systems and persons, or engage approved subcontractors and Third-Party Services.

Client-owned tenant credentials, domain access, administrative accounts, and other Client-controlled access remain Client property. Side by Side IT may maintain delegated, service, emergency, or administrative accounts needed to provide Services. Client must protect credentials delivered to it and promptly report suspected misuse.

Side by Side IT may retain service records, tickets, logs, invoices, security records, and documentation as reasonably necessary for business, insurance, security, tax, dispute, and legal purposes. Records will be handled according to applicable obligations and our then-current retention practices.

11. Confidentiality and Privacy

Each party will protect the other party's nonpublic business, technical, financial, personal, and security information ("Confidential Information") using commercially reasonable safeguards and will use it only to perform or receive Services, exercise contractual rights, or comply with law.

Confidential Information does not include information that the receiving party can demonstrate: (a) is publicly available without breach; (b) was lawfully known without restriction before disclosure; (c) was lawfully received from a third party without a duty of confidentiality; or (d) was independently developed without use of the disclosing party's Confidential Information.

A receiving party may disclose Confidential Information to its personnel, professional advisers, insurers, subcontractors, and vendors who have a need to know and are subject to appropriate confidentiality obligations, or when required by law. Where legally permitted, the receiving party will provide reasonable notice of compelled disclosure.

Client is responsible for identifying the types of regulated, protected, or sensitive information it collects, processes, stores, or makes available to Side by Side IT and for identifying the laws, regulations, contractual requirements, and industry standards applicable to such information.

Additional privacy, security, regulated-data, data-processing, or business-associate obligations will apply only when expressly included in a signed addendum or Service Schedule, except to the extent an obligation is imposed directly by applicable law and cannot lawfully be excluded or waived by contract.

12. Cybersecurity and Shared Responsibility

Cybersecurity services reduce risk but do not eliminate risk. No service, software, firewall, endpoint tool, monitoring platform, authentication method, backup system, training program, or security process can guarantee detection or prevention of every threat, vulnerability, intrusion, outage, unauthorized access, data breach, ransomware event, phishing attack, social-engineering event, insider act, or zero-day exploit.

Side by Side IT will perform the security-related Services expressly identified in the applicable Contract Documents. Client remains responsible for executive risk decisions, internal policies, personnel management, physical security, data classification, legal and regulatory requirements applicable to Client, obtaining and maintaining insurance appropriate to Client's risk profile, including cyber insurance where appropriate or required, and security controls not expressly assigned to Side by Side IT.

Client will use strong and unique passwords, implement multifactor authentication where recommended, maintain insurance appropriate to Client's business and risk profile, including cyber insurance where appropriate or required by law, contract, regulation, or Client's own risk-management requirements, provide timely approvals, educate personnel, promptly remove access for separated personnel, and cooperate with reasonable security recommendations.

Declined or Deferred Recommendations

Side by Side IT may document a recommendation, the identified risk, proposed remediation, priority, decision maker, date, and review date. If Client declines, delays, disables, removes, or materially alters a recommended control, Client accepts the increased risk resulting from that decision. Any limitation of Side by Side IT's responsibility will apply only to the extent a loss is caused or materially increased by that decision.

13. Backup, Restoration, and Disaster Recovery

Backup Services apply only to Covered Environment workloads expressly identified in a Service Schedule. Side by Side IT has no responsibility to protect data stored outside approved and configured backup systems or data sources not disclosed by Client.

Unless a signed Service Schedule expressly states otherwise, Side by Side IT does not guarantee that every backup will complete, that all data will be recoverable, or that restoration will satisfy a particular recovery point objective, recovery time objective, retention requirement, business-continuity objective, or legal obligation.

Client will identify all critical systems, data, applications, repositories, retention requirements, and recovery priorities. Restore testing, disaster recovery planning, business continuity planning, emergency hardware, alternate facilities, and restoration labor are included only when expressly stated in a Contract Document.

14. Security Incidents and Emergency Actions

Client will promptly report an actual or suspected Security Incident by the emergency method designated by Side by Side IT, will preserve relevant evidence, and will avoid altering affected systems except as needed for safety or as directed by qualified responders.

When reasonably necessary to contain an imminent threat, Side by Side IT may isolate devices, disable accounts, block traffic, suspend affected services, revoke sessions, or take other proportionate containment measures. We will notify an Authorized Contact as soon as reasonably practicable.

Unless expressly included in a signed Service Schedule, digital forensics, legal analysis, regulatory notification, breach reporting, public relations, ransom negotiation, cryptocurrency acquisition, credit monitoring, insurer coordination, and full incident-response services are outside scope and billable if accepted.

Client is responsible for contacting legal counsel, its cyber insurer, law enforcement, regulators, affected persons, and other advisers as appropriate. Side by Side IT does not determine Client's legal reporting obligations.

15. Regulatory Compliance

Unless expressly stated in a signed Service Schedule, Side by Side IT does not assume responsibility for Client's compliance with any law, regulation, contract, industry standard, or framework, including requirements associated with health, financial, payment-card, government, defense, privacy, employment, records-retention, or professional-regulated data.

Client is responsible for identifying its requirements and determining whether the selected Services, configurations, policies, and controls are sufficient. Side by Side IT may assist with technical controls, assessments, or documentation only within an expressly agreed scope. Such assistance is not legal advice, a certification, an audit opinion, or a guarantee of compliance.

16. Intellectual Property

Each party retains ownership of intellectual property it owned or developed independently of the Services. Client retains ownership of Client Data and client-specific materials supplied by Client.

Side by Side IT retains ownership of Side by Side IT Materials and all improvements, generalized knowledge, and reusable components. Upon full payment, Client receives a nonexclusive, nontransferable, perpetual license to use deliverables created specifically for Client for Client's internal business purposes, except where a Contract Document expressly assigns ownership or third-party terms apply.

Client grants Side by Side IT a limited license to use Client materials as necessary to provide Services. Client represents that it has the rights necessary for materials and software it asks Side by Side IT to access, copy, install, modify, or distribute.

16.1 Intellectual Property Infringement

Side by Side IT will defend Client against any third-party claim alleging that materials created by Side by Side IT specifically for Client and delivered to Client as part of the Services infringe a third party's United States intellectual property rights, and Side by Side IT will indemnify Client against any final judgment or settlement approved in writing by Side by Side IT arising from such claim.

Side by Side IT will have no obligation under this Section to the extent a claim arises from or relates to: (a) Client Data, Client-provided materials, or materials provided at Client's direction; (b) third-party software, hardware, products, services, or materials; (c) modifications made by Client or any third party other than Side by Side IT; (d) Client's combination or use of the applicable materials with products, services, software, or equipment not supplied or authorized by Side by Side IT; (e) use outside the scope of the Contract Documents; or (f) Client's continued use of materials after Side by Side IT has notified Client of the alleged infringement and provided a reasonable alternative.

If a claim is made or appears likely, Side by Side IT may, at its option and expense, (i) obtain for Client the right to continue using the affected materials, (ii) modify or replace the affected materials with substantially equivalent non-infringing materials, or (iii) if neither option is commercially reasonable, discontinue the affected portion of the Services and refund any prepaid fees specifically attributable to the affected materials.

Client shall promptly notify Side by Side IT of any such claim, provide reasonable cooperation, and allow Side by Side IT to control the defense and settlement of the claim. Client shall not settle any such claim without Side by Side IT's prior written consent.

Except for liability arising from Side by Side IT's fraud, intentional misconduct, or willful and wanton misconduct, to the extent such liability cannot lawfully be limited, Side by Side IT's aggregate liability under this Section 16.1 shall be subject to the applicable limitation of liability set forth in Section 19 of this Agreement.

17. Service Standards and Disclaimers

Side by Side IT will perform Services in a professional and workmanlike manner consistent with generally accepted practices for comparable technology service providers. Client's exclusive remedy for a proven breach of this service warranty is re-performance of the affected Services, provided Client gives prompt written notice and reasonable opportunity to cure.

Except for the express warranty above and to the fullest extent permitted by law, Goods and Services are provided "as is" and "as available." Side by Side IT disclaims implied warranties of merchantability, fitness for a particular purpose, title, noninfringement, uninterrupted operation, error-free operation, and results. Recommendations involve professional judgment based on information available at the time and do not guarantee a particular outcome.

18. Indemnification

Client Indemnification. Client will defend, indemnify, and hold harmless Side by Side IT and its owners, members, managers, officers, employees, agents, and subcontractors from and against third-party claims, damages, fines, penalties, costs, and reasonable attorneys' fees, to the extent arising from or caused by: (a) Client's unlawful use of the Goods or Services; (b) Client-provided content, software, instructions, data, or materials that infringe or misappropriate a third party's rights; (c) Client's violation of applicable law or a third-party contract; or (d) the acts or omissions of Client personnel, agents, or vendors that are outside Side by Side IT's control.

Side by Side IT Indemnification. Side by Side IT will defend and indemnify Client against a third-party claim alleging that a deliverable created solely by Side by Side IT and delivered to Client pursuant to a signed Statement of Work directly infringes a United States patent, copyright, or trademark. This obligation does not apply to claims arising from or relating to: (a) Client materials, data, content, or instructions; (b) modifications made by Client or a third party other than Side by Side IT; (c) combinations of the deliverable with products, software, services, or materials not supplied or expressly authorized by Side by Side IT; (d) use of the deliverable outside the scope of the applicable Contract Documents; (e) continued use after Side by Side IT has provided written notice of the alleged infringement and a reasonable opportunity to discontinue or modify the affected deliverable; or (f) Third-Party Services, software, hardware, or other materials supplied by a third party.

If such a claim occurs or appears likely, Side by Side IT may, at its option and expense: (i) obtain for Client the right to continue using the affected deliverable; (ii) modify or replace the affected deliverable with a substantially equivalent non-infringing alternative; or (iii) terminate the affected portion of the Services and refund any prepaid, unused fees specifically attributable to the affected deliverable.

Defense and Settlement. The indemnified party must promptly notify the indemnifying party of any claim for which indemnification is sought, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party to control the defense and settlement of the claim. The indemnifying party may not settle any claim in a manner that admits fault or liability on behalf of the indemnified party or imposes any nonmonetary obligation on the indemnified party without the indemnified party's prior written consent.

Limitation. Except for liability arising from fraud, intentional misconduct, or willful and wanton misconduct, to the extent such liability cannot lawfully be limited, the indemnification obligations of each party under this Section are subject to the limitations of liability set forth elsewhere in this Agreement.

19. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, ANTICIPATED SAVINGS, OR USE, EVEN IF ADVISED THAT SUCH DAMAGES ARE POSSIBLE.

TO THE FULLEST EXTENT PERMITTED BY LAW, SIDE BY SIDE IT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONTRACT DOCUMENTS, GOODS, OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, WILL NOT EXCEED THE FEES PAID BY CLIENT TO SIDE BY SIDE IT UNDER THE APPLICABLE STATEMENT OF WORK DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Notwithstanding the foregoing, Side by Side IT's total aggregate liability arising directly from (a) a breach of its express confidentiality obligations under the Contract Documents, or (b) a Security Incident caused by Side by Side IT's failure to perform an express cybersecurity or data-security obligation specifically assigned to Side by Side IT under the Contract

Documents, shall not exceed two (2) times the total fees paid by Client to Side by Side IT during the twelve (12) months immediately before the event first giving rise to the claim.

The foregoing limitation of liability shall not apply to liability arising from Side by Side IT's fraud, intentional misconduct, or willful and wanton misconduct, to the extent such liability cannot lawfully be limited.

The limitations apply collectively to Side by Side IT, its owners, employees, subcontractors, and suppliers and are an essential allocation of risk reflected in the fees. They do not limit Client's payment obligations or liability that cannot lawfully be limited.

20. Suspension of Services

Side by Side IT may suspend affected Services after reasonable notice if Client: (a) fails to pay undisputed amounts when due; (b) materially breaches a Contract Document; (c) prevents or interferes with performance; (d) uses Services unlawfully; or (e) creates a material risk to systems, data, Side by Side IT, its personnel, vendors, or other clients.

Side by Side IT may suspend immediately when reasonably necessary to address an imminent security, safety, legal, or operational threat. Suspension does not waive Client's payment obligations and will be limited in scope and duration where reasonably practicable.

21. Term, Termination, and Transition

The term, renewal, termination notice, early termination charges, and cure rights for Managed Services are governed by the applicable Managed Services Agreement or Service Schedule and are not created or modified by these Terms.

Upon termination, Client will pay all amounts due, including approved work, committed third-party charges, noncancelable orders, and transition services. Side by Side IT may remove its management, security, monitoring, backup, licensing, and remote-access tools after the effective termination date, subject to any agreed transition plan.

Upon written request and payment of undisputed amounts, Side by Side IT will reasonably provide Client-owned credentials and current client-specific documentation in our possession. Transition assistance, exports, documentation updates, migration work, coordination with a successor, and custom reporting are billable at then-current rates unless expressly included.

Side by Side IT may retain copies required for legal, insurance, security, accounting, or recordkeeping purposes. Client is responsible for downloading data from terminating Third-Party Services before vendor access or retention periods expire.

22. Employee Non-Solicitation

During the term of this Agreement and for twelve (12) months following its termination or expiration, neither party will knowingly, directly solicit, recruit, or induce for employment any employee of the other party who, during the twelve (12) months preceding such termination or expiration, was materially involved in providing or receiving services under the parties' relationship.

This restriction does not prohibit: (a) general employment advertisements or recruiting campaigns that are not specifically directed at such employee; (b) hiring an individual who independently responds to such general advertising or otherwise approaches the hiring party without prior solicitation; (c) hiring an individual whose employment discussions or recruitment were initiated before the individual became materially involved in the parties' relationship; or (d) hiring an individual who independently initiates contact regarding employment without direct or indirect solicitation by the hiring party.

Nothing in this Section prohibits any individual from seeking, accepting, or continuing employment with any employer of the individual's choice.

23. Insurance

Each party will maintain insurance reasonably appropriate to its business and obligations. Client will maintain cyber liability and other coverage appropriate to its operations, data, regulatory exposure, and risk. Side by Side IT's Services are not a substitute for insurance. Certificates of insurance will be provided only when required by an applicable Contract Document or reasonably requested.

24. Disputes, Governing Law, and Venue

Before filing suit, the parties will attempt in good faith to resolve a dispute through discussions between authorized executives. A party will provide written notice describing the dispute, and the parties will allow at least fifteen (15) days for executive discussions unless emergency relief is reasonably necessary.

The parties may agree to nonbinding mediation in Boone County, Missouri. Unless the parties agree otherwise, these Terms and the Contract Documents are governed by Missouri law, without regard to conflict-of-laws rules. Exclusive venue for litigation will be the state or federal courts located in Boone County, Missouri, and each party consents to their jurisdiction.

Nothing prevents either party from seeking temporary or injunctive relief to protect systems, data, Confidential Information, intellectual property, or legal rights.

25. Notices

Legal notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified U.S. mail, or email with confirmation of transmission to the notice contact listed in the applicable Contract Document. Notices are effective upon receipt. Routine support tickets, invoices, and operational communications are not legal notices unless expressly identified as such.

Side by Side IT notice email: admin@sidebysideit.com. Client notice information will be listed in the applicable Contract Document.

26. General Provisions

Independent Contractor

Side by Side IT is an independent contractor and not Client's employee, partner, joint venturer, agent, fiduciary, legal adviser, compliance officer, insurer, or financial adviser. Neither party may bind the other except as expressly authorized in writing.

Subcontractors

Side by Side IT may use qualified subcontractors and vendors to provide Services and remains responsible for their performance to the same extent as if performed by Side by Side IT, subject to the Contract Documents and third-party limitations.

Assignment

Neither party may assign a Contract Document without the other party's prior written consent, not to be unreasonably withheld, except to an affiliate or in connection with a merger, reorganization, sale of substantially all assets, or change of control, provided the assignee assumes the assigning party's obligations.

Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including disasters, severe weather, fire, epidemic, war, terrorism, civil unrest, labor disruption, utility or telecommunications failure, internet disruption, government action, supply-chain interruption, or failure of a third-party platform. Payment obligations for Goods or Services already provided are not excused.

No Third-Party Beneficiaries

The Contract Documents benefit only the parties and their permitted successors and assigns. No employee, customer, vendor, insurer, or other person is a third-party beneficiary.

Severability; Waiver

If a provision is held unenforceable, it will be enforced to the maximum lawful extent or severed, and the remaining provisions will remain effective. Failure to enforce a provision is not a waiver. A waiver must be in writing and applies only to the stated instance.

Survival

Payment, confidentiality, data and credential obligations, intellectual property, indemnification, liability limitations, transition obligations, dispute provisions, non-solicitation, and any provisions that by their nature should survive will survive termination.

Entire Agreement

The Contract Documents are the complete agreement concerning their subject matter and replace prior or contemporaneous proposals, discussions, representations, and understandings concerning that subject matter. Client acknowledges that it has not relied on a statement not expressly included in the Contract Documents.

27. Electronic Acceptance and Updates

Electronic records, signatures, approvals, and copies will be treated as originals to the extent permitted by law. The parties consent to conducting transactions electronically.

Side by Side IT may update these Terms on at least thirty (30) days' written notice. An update will not retroactively alter accrued rights or materially reduce a fixed service commitment during its stated fixed term. Continued use of Services after the effective date constitutes acceptance where permitted by the applicable Contract Documents and law. If Client objects to a material update, the parties will address the objection under the applicable renewal or termination provisions.

The version of these Terms accepted with the applicable Contract Document should be retained with the parties' records. Version: 1.0. Effective Date: November 1, 2026.

28. Service Request Procedures

Routine service requests must be submitted through the approved channels below. Requests sent directly to individual technicians may be redirected into the service system and may not receive priority handling.

- Phone: 573-824-2484
- Email: support@sidebysideit.com
- Support Portal: <https://support.sidebysideit.com/>

Requests should include the requester's name, company, callback information, a concise description, affected users or systems, urgency, and relevant screenshots or error messages. Critical and high-priority incidents should be reported by telephone. After-hours work may be billable and is provided on a best-effort basis unless a Contract Document states otherwise.