

TERMS OF SERVICE

DSC SENTINEL IQ MANAGED PLATFORM

Last Updated: September 8, 2026

These Terms of Service (these “Terms”) are a legal agreement between DSC Communications (“DSC”) and the client purchasing, subscribing to, or using the DSC Sentinel IQ Managed Platform or related services through an Order (“Client”). These Terms and each applicable Order are referred to collectively as the “Agreement.” DSC and Client may be referred to individually as a “Party” or collectively as the “Parties.”

If you accept these Terms on behalf of an entity, you represent and warrant that you have authority to bind that entity, and all references to “Client” will mean that entity.

If there is a conflict between these Terms and an Order, these Terms will control unless the Order expressly states that a specific term of the Order supersedes these Terms. Commercial terms stated in an Order, including subscription quantity, pricing, billing cadence, Subscription Term dates, and separately quoted Professional Services, will control for that Order.

IMPORTANT COMMERCIAL MODEL

Sentinel IQ is a managed IT & Security platform subscription. Recurring platform fees cover only the platform services and service components expressly included in the applicable Order. They do not include unlimited end-user helpdesk labor or project work unless a separate written support plan expressly says otherwise.

Professional Services / Helpdesk Support: Services outside the included subscription scope are billed at Current applicable rates per hour unless a separate written quote or statement of work states a different rate.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. General

1.1 Provision of Managed Platform. During the applicable Subscription Term, DSC will make the Sentinel IQ Managed Platform available to Client in accordance with the Agreement and will provide the managed platform administration, security-focused monitoring, policy management, reporting, maintenance, and other platform services identified in the applicable Order. Subject to the Agreement, DSC grants Client a limited, non-exclusive, non-transferable right to access and use the Platform solely for Client’s internal business purposes and within any licensed user, device, location, or usage limits stated in an Order.

1.2 Platform Components and Software. The Platform may include hosted services, software agents, applications, portals, configurations, integrations, documentation, and third-party technology components. To the extent software is provided for installation on Client systems, DSC grants Client a limited, non-exclusive, non-transferable license during the applicable Subscription Term to install and use that software solely with the Platform and for the purposes authorized by the Agreement. Client will not acquire ownership of any Platform software or third-party component.

1.3 Trials and Evaluations. DSC may permit Client to evaluate certain Platform features or services for a limited trial period. Unless otherwise stated in writing, evaluation services are provided “AS IS,” may be modified or discontinued at any time, and may not include all support, warranty, indemnification, retention, or service commitments that apply to paid subscriptions. DSC may require Client to remove evaluation software or discontinue access when the trial ends.

1.4 Platform Support. Unless an Order states otherwise, the recurring Sentinel IQ subscription includes support reasonably necessary for DSC to administer and operate the contracted Platform services. Platform support is distinct from end-user helpdesk assistance, project work, onsite services, remediation labor, or other hands-on Professional Services requested by Client.

1.5 Professional Services and Helpdesk Support. When Client requests hands-on assistance from DSC Professional Services, including end-user helpdesk support, troubleshooting, remote support, configuration, remediation, project assistance, onsite work, or similar services, such work will be billed separately at the standard rate of Current applicable rates per hour unless a different rate is stated in a written quote, statement of work, Order, or support plan. A request by an authorized Client representative constitutes authorization for DSC to perform and bill reasonable time associated with the request. DSC may require separate written approval before beginning larger projects, after-hours work, onsite services, emergency services, or work requiring a separate scope.

1.6 No Unlimited Helpdesk Included. Client acknowledges that the Sentinel IQ subscription is not an “unlimited support” or unlimited-helpdesk agreement unless an Order expressly includes such a plan. Professional Services fees are in addition to recurring Platform subscription fees.

1.7 Changes to Platform Components. DSC may update, replace, reconfigure, or change underlying Platform components, integrations, vendors, or technical methods in the ordinary course of managing the Platform, provided DSC does not materially reduce the core contracted functionality described in the applicable Order. DSC may make changes when reasonably necessary for security, reliability, compliance, vendor lifecycle, or operational purposes.

2. Use Guidelines; Proprietary Rights

2.1 Restrictions. Client will use the Platform only in accordance with the Agreement, any applicable documentation, and reasonable security and acceptable-use requirements communicated by DSC. Except as expressly permitted, Client will not:

- (a) modify, adapt, copy, translate, or create derivative works of proprietary Platform software or materials except as permitted by applicable law;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code, non-public APIs, underlying ideas, or algorithms of the Platform;
- (c) sell, resell, sublicense, rent, lease, distribute, or make the Platform available to third parties other than authorized Users;
- (d) send, introduce, or store malicious code, unlawful material, spam, or content that infringes the rights of others;
- (e) interfere with or disrupt the integrity, security, or performance of the Platform, including unauthorized load, vulnerability, or penetration testing;
- (f) attempt to gain unauthorized access to the Platform or related systems, accounts, networks, or data;
- (g) circumvent, disable, or interfere with security controls, licensing controls, usage limitations, or monitoring mechanisms; or
- (h) access or use the Platform for the purpose of building or benchmarking a competitive product or copying proprietary features, workflows, or user interfaces, except to the extent such restriction is prohibited by law.

2.2 Client Security Obligations. Client is responsible for protecting its credentials, maintaining appropriate administrative controls, promptly disabling access for departed or unauthorized Users, and notifying DSC promptly of suspected unauthorized access or misuse. Client will not share privileged credentials except through secure methods approved or reasonably accepted by DSC.

2.3 Suspension for Critical Cause. DSC may suspend all or part of the Platform if: (a) Client is more than thirty (30) days delinquent on an undisputed payment after written notice; (b) DSC reasonably believes suspension is necessary to comply with law, a governmental request, or a binding third-party provider requirement; (c) Client's use violates the Agreement or creates a material security or operational risk; or (d) continued operation presents an imminent threat to the Platform, Client systems, DSC systems, or third parties. DSC will provide advance notice when reasonably practicable and will restore access promptly after the underlying cause is mitigated.

2.4 Suggestions and Feedback. Client may provide suggestions, enhancement requests, recommendations, or other feedback. DSC may use such feedback without restriction or payment, provided DSC does not publicly identify Client as the source without permission.

2.5 Reservation of Rights. DSC and its licensors retain all rights, title, and interest in and to the Platform, documentation, methodologies, configurations, templates, processes, know-how, and other proprietary materials, including all related intellectual property rights. No rights are granted except as expressly stated in the Agreement.

3. Fees & Payment

3.1 Fees. Client will pay all subscription, usage, overage, Professional Services, project, onsite, third-party pass-through, and other fees stated in an Order, quote, statement of work, or otherwise authorized by Client (collectively, "Fees"). Unless otherwise stated, Fees are quoted and payable in United States dollars. Subscription payment obligations are non-cancelable during the committed Subscription Term and Fees paid are non-refundable except as expressly provided in the Agreement.

3.2 Initial Subscription Commitment. Unless an Order expressly states otherwise, the initial Sentinel IQ subscription commitment is thirty-six (36) months, consisting of three consecutive twelve-month contract periods identified commercially as SMART Year, Year 2, and Year 3. Those labels do not create separate cancellation rights. Billing monthly, annually, or at another cadence does not shorten or divide the committed Subscription Term.

3.3 Invoicing and Payment Terms. Unless an Order states otherwise, recurring subscription fees are invoiced in advance in accordance with the billing cadence shown in the Order. Professional Services and usage-based charges may be invoiced in arrears. Invoices are due thirty (30) days from the invoice date. Client is responsible for maintaining complete and accurate billing and contact information.

3.4 Professional Services Rate. Professional Services / Helpdesk Support requested by Client is billed at Current applicable rates per hour unless a separate written quote, statement of work, Order, or support plan states a different rate. Special project,

after-hours, emergency, onsite, travel, or third-party charges may be quoted separately. Client will pay approved third-party costs and pass-through charges in addition to labor unless otherwise stated in writing.

3.5 License Additions and Overages. Client may add licensed Users, devices, locations, or other contracted units during the Subscription Term at the unit rate stated in the applicable Order or change order. Added units will be co-terminus with the then-current Subscription Term. Unless otherwise agreed in writing, contracted quantities may not be reduced below the committed minimum during the current term. Actual usage above licensed quantities may be invoiced as overage at the applicable contracted or then-current rate.

3.6 Renewal. After the initial Subscription Term, the applicable Order will renew for successive twelve (12) month periods unless a new Order is executed or either Party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term. Renewal pricing will be the rate stated in a renewal Order or, if none is executed, DSC's then-current rate for the applicable services.

3.7 Overdue Payments. Any undisputed invoiced amount not received by the due date may accrue late charges, at DSC's discretion, at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law, from the date due until paid. Client must notify DSC promptly and in good faith of any disputed charge and pay all undisputed amounts when due.

3.8 Taxes. Prices do not include sales, use, excise, value-added, withholding, or similar governmental taxes, assessments, duties, or levies ("Taxes"). Client is responsible for applicable Taxes associated with its purchases, excluding taxes based on DSC's net income or property, unless Client provides a valid exemption certificate.

4. Confidentiality

4.1 Confidential Information. "Confidential Information" means non-public information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party") that is designated confidential or that reasonably should be understood to be confidential given the nature of the information or circumstances of disclosure. Confidential Information includes the Agreement's non-public commercial terms, security configurations, credentials, technical information, pricing, business plans, product roadmaps, security reports, audit results, and business processes.

4.2 Use and Disclosure. The Receiving Party will not use or disclose the Disclosing Party's Confidential Information except as necessary to perform or exercise rights under the Agreement or with prior written permission. The Receiving Party may disclose Confidential Information to Affiliates, employees, contractors, professional advisers, and service providers that need to know the information and are bound by confidentiality obligations at least as protective as those in the Agreement. The Receiving Party is responsible for its representatives' compliance with these obligations.

4.3 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate: (i) is or becomes generally available to the public without breach of the Agreement; (ii) was lawfully known to the Receiving Party without confidentiality restriction before disclosure; (iii) was independently developed without use of the Disclosing Party's Confidential Information; or (iv) was lawfully received from a third party without confidentiality restriction.

4.4 Protection. The Receiving Party will protect Confidential Information using at least reasonable care and no less care than it uses to protect similar confidential information of its own. The Receiving Party will promptly notify the Disclosing Party after discovering unauthorized access to or acquisition of Confidential Information when notice is legally permitted and will reasonably cooperate with efforts to investigate and remediate the incident.

4.5 Compelled Disclosure. If legally compelled to disclose Confidential Information, the Receiving Party will, to the extent legally permitted, give the Disclosing Party prior notice and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party seeks to contest the disclosure. The Receiving Party will disclose only the minimum information legally required.

4.6 Remedies and Retention. Unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate, and the Disclosing Party may seek injunctive relief in addition to other remedies. Upon written request or termination, each Party will return, delete, or destroy the other Party's Confidential Information to the extent reasonably practicable, except copies retained by law, ordinary backup systems, or reasonable record-retention policies, which will remain subject to the Agreement for so long as retained.

5. Third-Party Services and Software

5.1 Third-Party Components. The Sentinel IQ Managed Platform may incorporate, connect to, manage, or rely on third-party software, cloud services, security technologies, hosting, telecommunications, data feeds, artificial intelligence or other technology ("Third-Party Services"). Company's service delivery platform incorporates artificial intelligence and machine learning components provided by third-party vendors, including but not limited to large language model providers and automation platforms. Third-Party Services may be subject to separate license terms, acceptable-use rules, privacy terms, availability commitments, or end-user conditions imposed by their providers. Client agrees to comply with applicable third-party terms communicated or made available to Client.

5.2 Third-Party Availability. DSC does not control all Third-Party Services and is not responsible for changes, outages, end-of-life decisions, discontinuation, pricing changes, acts, omissions, or security incidents attributable solely to a third-party provider, except to the extent DSC has expressly assumed responsibility in an Order. DSC may replace or reconfigure third-party components when reasonably necessary to maintain, secure, or support the Platform.

5.3 Open Source Software. Certain software components may be subject to open-source or free-software licenses. Nothing in the Agreement limits Client's rights under an applicable open-source license or grants rights that supersede such license. Required notices or source-code offers will be provided as required by the applicable license.

6. Data; Security; Compliance

6.1 Client Data. As between the Parties, Client retains its rights in data, content, files, logs, device information, account information, and other information submitted by Client or collected from Client systems in connection with the Platform ("Client Data"). Client grants DSC and its service providers the limited right to access, host, transmit, process, analyze, copy, and otherwise use Client Data as reasonably necessary to provide, secure, support, maintain, and improve the contracted services and to comply with law.

6.2 Service Data. DSC may generate operational, diagnostic, security, performance, usage, and service-management information through operation of the Platform ("Service Data"). DSC may use Service Data to deliver, secure, maintain, support, develop, and improve its services. To the extent DSC uses Service Data for analytics, benchmarking, or product improvement beyond providing services to Client, DSC will use information in aggregated or de-identified form that does not reasonably identify Client or an individual.

6.3 Client Responsibilities. Client is responsible for the accuracy, quality, legality, and appropriateness of Client Data and for the acts and omissions of its Users. Client will obtain any authorizations, consents, rights, and notices required for DSC and its service providers to process Client Data in connection with the Platform. Client remains responsible for business continuity procedures, backups, retention requirements, user-access decisions, and legal or regulatory obligations unless an Order expressly assigns a specific responsibility to DSC.

6.4 Regulated or Sensitive Data. Client will not intentionally provide or require DSC to process payment card data, protected health information, highly sensitive personal information, or other regulated data requiring special contractual or technical safeguards unless the applicable Order or a separate written agreement expressly identifies that data and the Parties' responsibilities. If Client believes a special data-protection addendum or business associate agreement is required, Client will notify DSC before using the Platform for that purpose.

6.5 Security Measures. DSC will use commercially reasonable administrative, technical, and organizational measures appropriate to the nature of the Platform and the services stated in the Order. Client acknowledges that cybersecurity risk cannot be eliminated and that no security product, monitoring service, control, or managed platform can guarantee prevention, detection, or remediation of every threat, vulnerability, compromise, outage, or loss.

6.6 Security Events and Cooperation. If either Party becomes aware of a material security event affecting the other Party's Confidential Information or Client Data in its possession or control, it will provide notice as required by applicable law and will reasonably cooperate in investigation and remediation. Client authorizes DSC to take reasonable protective actions within the managed scope when necessary to contain or mitigate an active or suspected threat, subject to any limitations stated in the Order.

6.7 Compliance with Laws. Each Party will comply with laws applicable to that Party's performance under the Agreement. Client is responsible for determining whether the Platform and configured services are appropriate for Client's legal, regulatory, contractual, insurance, or industry requirements. Unless expressly stated in an Order, DSC does not provide legal, audit, certification, or regulatory-compliance advice and does not warrant that use of the Platform alone will make Client compliant with any law, framework, standard, or insurer requirement.

7. Warranties & Disclaimers

7.1 Mutual Authority. Each Party represents that it has the legal power and authority to enter into the Agreement and that the person accepting or signing it has authority to bind that Party.

7.2 DSC Service Warranty. DSC warrants that it will perform Professional Services in a professional and workmanlike manner using personnel with appropriate skill for the assigned work. Client's exclusive remedy for a breach of this warranty is for DSC, at its option, to re-perform the materially nonconforming Professional Services or provide an appropriate credit for the affected services, provided Client gives DSC reasonably prompt notice of the claimed deficiency.

7.3 Disclaimer. EXCEPT FOR EXPRESS WARRANTIES STATED IN THE AGREEMENT, THE PLATFORM, THIRD-PARTY SERVICES, SOFTWARE, DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, DSC AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-

INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. DSC DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR CAPABLE OF DETECTING, BLOCKING, OR REMEDIATING EVERY THREAT OR INCIDENT, OR THAT EVERY DEFECT OR VULNERABILITY WILL BE CORRECTED. DSC DOES NOT WARRANT THIRD-PARTY SERVICES OR CLIENT-OWNED SYSTEMS.

8. Indemnification

8.1 Indemnification by DSC. Subject to Sections 8.3 and 9, DSC will defend Client against a third-party claim alleging that DSC-owned proprietary Platform materials, as provided by DSC and used in accordance with the Agreement, directly infringe a United States patent, copyright, or trade secret, and will indemnify Client for damages finally awarded or agreed in a settlement approved by DSC. If such materials become, or DSC reasonably believes are likely to become, subject to an infringement claim, DSC may: (i) obtain the right for Client to continue using them; (ii) modify or replace them with materially comparable non-infringing functionality; or (iii) terminate the affected service and refund unused prepaid Fees allocable to the terminated portion of the then-current Subscription Term.

8.2 Exclusions from DSC IP Indemnity. DSC has no obligation under Section 8.1 to the extent a claim arises from: (a) use contrary to the Agreement or documentation; (b) combination with products, systems, software, data, or services not supplied or approved by DSC where the claim would have been avoided without the combination; (c) modifications made by anyone other than DSC or its authorized provider; (d) continued use after DSC provides a non-infringing replacement or modification; or (e) Third-Party Services or open-source software. Section 8.1 states DSC's entire liability and Client's exclusive remedy for covered intellectual-property infringement claims.

8.3 Indemnification by Client. Client will defend DSC and its Affiliates, officers, directors, and personnel against a third-party claim arising from Client Data, Client's unlawful use of the Platform, Client's violation of Section 2, or Client's infringement or misappropriation of a third party's rights, and will indemnify DSC for damages finally awarded or agreed in a settlement approved by Client.

8.4 Indemnification Conditions. A Party seeking indemnification must: (i) promptly notify the indemnifying Party in writing of the claim, provided delay relieves obligations only to the extent materially prejudicial; (ii) give the indemnifying Party sole control of the defense and settlement, except the indemnified Party may participate at its own expense and no settlement may impose non-monetary obligations or admissions on the indemnified Party without consent; and (iii) reasonably cooperate at the indemnifying Party's expense.

9. Limitation of Liability

9.1 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO DSC FOR THE AFFECTED SENTINEL IQ SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING CAP DOES NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS, EITHER PARTY'S INDEMNIFICATION OBLIGATIONS TO THE EXTENT EXPRESSLY STATED IN SECTION 8, OR LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

9.2 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR ANTICIPATED SAVINGS; OR LOSS, CORRUPTION, OR UNAVAILABILITY OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSIONS DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9.3 Allocation of Risk. The Parties acknowledge that the Fees reflect the allocation of risk in the Agreement and that the limitations in this Section are an essential basis of the bargain. Each limitation applies independently and survives even if a limited remedy fails of its essential purpose.

10. Term and Termination

10.1 Term of Agreement. These Terms commence on the date Client first accepts an Order subject to them and remain in effect while any Order or obligation remains outstanding. Each Order continues for its applicable Subscription Term.

10.2 Termination for Cause. Either Party may terminate an affected Order or the Agreement for material breach if the other Party fails to cure the breach within thirty (30) days after written notice. Either Party may terminate immediately if the other Party becomes subject to bankruptcy, insolvency, receivership, liquidation, or a similar proceeding and termination is permitted by law.

10.3 Committed Fees and Early Termination. Except where Client terminates for DSC's uncured material breach under Section 10.2 or where the Agreement expressly provides otherwise, termination or discontinuation by Client during a committed Subscription Term does not relieve Client of its obligation to pay subscription Fees committed through the end of that Subscription Term. Professional Services and other usage-based Fees accrued through the effective termination date also remain payable.

10.4 Effect of Expiration or Termination. Upon expiration or termination of an affected Order, Client's rights to use the terminated Platform services and licensed software will end, and Client will discontinue use and, when requested, remove software or access credentials provided solely for the terminated services. DSC may disable Platform access after the effective termination date. The Parties will cooperate on reasonable offboarding activities that are included in the Order; additional transition assistance may be billed as Professional Services.

10.5 Survival. Provisions that by their nature should survive will survive expiration or termination, including payment obligations, confidentiality, proprietary-rights provisions, disclaimers, indemnification, limitations of liability, and general provisions.

11. General Provisions

11.1 Independent Contractors. The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship. Neither Party may bind the other except as expressly authorized in writing.

11.2 No Third-Party Beneficiaries. Except for indemnified parties expressly identified in the Agreement, there are no third-party beneficiaries.

11.3 Notices. Legal notices under the Agreement must be in writing and may be delivered by nationally recognized courier, certified mail, or electronic mail to an address designated by the receiving Party. Notices to DSC may be sent to DSC Communications, 711 Hammond Ave, Superior, WI 54880, Attention: Contract Administration, with a copy by email to the contract or account contact designated by DSC. Notices to Client may be sent to the address or authorized contact stated in the applicable Order. Notice is effective upon confirmed delivery, or if by email, when the sender receives confirmation of delivery and no automated failure notice.

11.4 International Use and Export Compliance. The Platform is administered from the United States. Client is responsible for compliance with laws applicable to its access to and use of the Platform from other locations, including export, sanctions, data-transfer, and technology-control laws. Client will not use the Platform in violation of applicable United States export-control or sanctions laws.

11.5 Waiver and Cumulative Remedies. Failure or delay to enforce a provision is not a waiver of future enforcement. Except where the Agreement states an exclusive remedy, rights and remedies are cumulative and not exclusive.

11.6 Severability. If a provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable while best accomplishing its original purpose, and the remaining provisions will remain in effect.

11.7 Assignment. Neither Party may assign the Agreement without the other Party's prior written consent, which will not be unreasonably withheld, except either Party may assign the Agreement without consent to an Affiliate or to a successor in connection with a merger, reorganization, sale of substantially all assets, or similar transaction, provided the assignee is not a direct competitor of the non-assigning Party and is capable of performing the assigning Party's obligations. Any prohibited assignment is void.

11.8 Governing Law; Venue; Jury Waiver. The laws of the State of Wisconsin, without regard to conflict-of-laws rules, govern the Agreement. Any action arising out of or relating to the Agreement will be brought exclusively in the state or federal courts having jurisdiction in or over Douglas County, Wisconsin, and each Party consents to personal jurisdiction and venue in those courts. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY. The prevailing Party in an action to enforce the Agreement may recover reasonable attorneys' fees and costs to the extent permitted by law.

11.9 Governing Language. The governing language of the Agreement and any dispute is English. If a translation is provided for convenience, the English version controls to the extent of any conflict.

11.10 Marketing and Publicity. Neither Party may use the other Party's name, trademarks, or logo in public marketing without prior permission, except DSC may identify Client as a client in a non-prominent client list unless Client gives written notice opting out. Neither Party may imply endorsement without written approval.

11.11 Force Majeure. Neither Party will be liable for delay or failure to perform, other than payment obligations, caused by events beyond its reasonable control, including natural disasters, fire, flood, severe weather, epidemic, war, terrorism, civil unrest, labor disruption, utility or internet failure, cyberattack, governmental action, sanctions, or material failure of an upstream technology or hosting provider. The affected Party will use commercially reasonable efforts to mitigate the impact and resume performance.

11.12 Anti-Bribery. Each Party will comply with applicable anti-bribery and anti-corruption laws and will not offer, provide, request, or accept an unlawful bribe, kickback, payment, gift, or thing of value in connection with the Agreement.

11.13 Headings; Advice of Counsel; Construction. Headings are for convenience only. Each Party acknowledges that it has had the opportunity to seek advice of counsel. The Agreement will be interpreted fairly and not against either Party as drafter.

11.14 Entire Agreement; Order of Precedence. The Agreement, including these Terms, applicable Orders, statements of work, and written addenda incorporated by reference, constitutes the entire agreement concerning its subject matter and supersedes prior proposals, discussions, and agreements concerning the same subject matter. Unless an Order expressly states otherwise, the order of precedence is: (1) a signed amendment or addendum that identifies the provision it supersedes; (2) the applicable Order or statement of work for service-specific and commercial terms; and (3) these Terms. Terms in a Client purchase order, vendor portal, or other Client document do not modify the Agreement unless expressly accepted in a writing signed by DSC.

11.15 Modifications. DSC may update these Terms for future Orders by posting or providing an updated version. Material changes that affect an existing committed Subscription Term will not apply to that term unless required by law, necessary to address an urgent security or abuse issue, or agreed in writing by the Parties. Renewal of an Order after updated Terms are made available constitutes acceptance of the then-current Terms unless otherwise agreed in writing.

11.16 Electronic Signatures and Counterparts. Orders, statements of work, amendments, and other documents under the Agreement may be executed electronically and in counterparts, each of which is deemed an original and all of which together form one instrument.

12. Definitions

TERM	DEFINITION
Affiliate	an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership or control of more than fifty percent (50%) of the voting interests or equivalent power.
Authorized Client Representative	a Client employee, owner, officer, administrator, or other person whom Client has authorized, expressly or by role, to request services, approve changes, or incur charges on Client's behalf.
Client Data	data, content, files, logs, device information, account information, or other information submitted by Client or collected from Client systems in connection with the Platform.
Fees	subscription, usage, overage, Professional Services, project, onsite, third-party pass-through, and other charges payable by Client under the Agreement.
Order	an order form, proposal, quote, statement of work, change order, or similar written or electronic document accepted by the Parties that identifies Sentinel IQ products or services purchased by Client and is subject to these Terms.
Platform	the DSC Sentinel IQ Managed Platform, including the hosted services, software, agents, portals, configurations, integrations, managed administration, monitoring, reporting, maintenance, and related services identified in an Order.
Professional Services	hands-on technical services requested by Client that are outside the recurring Platform subscription unless expressly included, including helpdesk support, troubleshooting, remote support, configuration, remediation, project assistance, onsite work, and related technical labor.
Service Data	operational, diagnostic, security, performance, usage, and service-management information generated through operation of the Platform.
Subscription Term	the committed period stated in an Order during which Client subscribes to the Platform. Unless an Order states otherwise, the initial term is thirty-six (36) months, consisting of SMART Year, Year 2, and Year 3.
Third-Party Services	third-party software, cloud services, security technologies, hosting, telecommunications, data feeds, integrations, or other technology incorporated into, connected to, or used to provide the Platform.
User	an individual authorized by Client to access or use the Platform, receive support, or interact with DSC in connection with Client's services.

DSC COMMUNICATIONS

711 Hammond Ave, Superior, WI 54880 | (715) 392-2911

www.dsccommunications.com