

TELECO, INC.

TERMS AND CONDITIONS

Version: 1.0

Effective Date: February 5, 2026

Last Updated: February 5, 2026

These Terms and Conditions (“**Terms**”) are incorporated by reference into and form part of the Master Services Agreement (“**MSA**”) between **TELECO, Inc.** (“**Provider**”) and the client (“**Client**”). Capitalized terms not defined herein have the meanings set forth in the MSA.

These Terms apply to all Services provided by Provider unless expressly overridden in a Quote accepted by Client.

1. GENERAL SERVICE DISCLAIMERS

1.1 No Guarantee of Results

Provider does not guarantee uninterrupted, error-free, or secure operation of any Services, systems, networks, or equipment. Services are designed to reduce risk and improve operational performance, but Provider does not guarantee specific outcomes, business continuity, loss prevention, or uninterrupted availability.

1.2 Commercially Reasonable Efforts

All Services are provided using commercially reasonable efforts consistent with generally accepted industry standards. Provider does not warrant that Services will prevent failures, outages, data loss, security incidents, or third-party disruptions.

1.3 Client Environment Dependency

Service effectiveness depends on Client’s environment, user behavior, third-party systems, hardware condition, network design, legacy systems, and factors outside Provider’s control.

2. MANAGED IT SERVICES DISCLAIMERS

2.1 Monitoring and Management

Legal Notice

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Monitoring Services are intended to detect and report issues, not to prevent all failures or incidents. Provider does not guarantee detection of all conditions, events, or threats.

2.2 Security Services

Security tools and services reduce risk but do not eliminate it. Provider does not guarantee protection against malware, ransomware, phishing, credential compromise, data breaches, social engineering, or unauthorized access.

2.3 Incident Response and Remediation

Provider does not guarantee response times, remediation outcomes, or successful recovery from security incidents unless expressly stated in a Quote. Incident response activities beyond the contracted scope may be subject to additional fees.

2.4 Client Responsibilities

Client remains responsible for:

- user behavior and credential security
- compliance with acceptable use policies
- implementation of recommended security measures unless expressly contracted otherwise

3. BACKUP, DATA PROTECTION, AND DISASTER RECOVERY

3.1 No Guarantee of Backup or Restore

Provider does not guarantee that backups will occur successfully, be complete, or be restorable. Restore success depends on data integrity, system condition, storage availability, third-party systems, and external factors.

3.2 Restore Time

Any restore time estimates are not guarantees and depend on factors outside Provider's control, including data size, system performance, and third-party availability.

3.3 Testing Responsibility

Unless expressly included in a Quote, Client is responsible for validating backups, restores, and data integrity.

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3.4 Data Ownership and Business Impact

Client retains ownership of its data and is solely responsible for determining appropriate retention, compliance, recovery requirements, and business continuity planning. Provider shall not be responsible for business interruption, loss of revenue, or consequential damages arising from data loss or unavailability.

4. THIRD-PARTY PRODUCTS, CARRIERS, AND DEPENDENCIES

4.1 Third-Party Dependency

Many Services rely on third-party software, hardware, cloud platforms, carriers, licensors, utilities, manufacturers, or vendors. Provider is not responsible for third-party outages, delays, changes, pricing increases, end-of-life decisions, service degradation, or supply chain disruptions.

4.2 Force Majeure Expansion

Provider shall not be liable for delays or failure to perform Services due to events beyond its reasonable control, including carrier outages, utility failures, manufacturer backorders, labor shortages, acts of God, or governmental actions.

4.3 Pass-Through Warranties Only

All third-party products are provided subject to manufacturer or vendor warranties only. Provider disclaims all other warranties to the maximum extent permitted by law.

4.4 Licensing Compliance

Client is responsible for ensuring proper licensing and lawful use of third-party software unless expressly managed under a Quote.

5. FAIR USE AND “UNLIMITED” SERVICES

5.1 Reasonable Use

Any “unlimited” or flat-rate Services are subject to reasonable use consistent with normal business operations.

5.2 Excessive or Abusive Use

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Provider may require scope adjustment, additional fees, service reclassification, or a revised Quote if usage materially exceeds reasonable expectations.

5.3 No Waiver

Failure to enforce fair use limits does not constitute a waiver of Provider's rights.

6. HARDWARE, PROCUREMENT, AND INSTALLATION

6.1 Payment Before Order

Hardware and third-party products must be paid in full prior to ordering unless otherwise stated in a Quote.

6.2 Risk of Loss

Risk of loss transfers to Client upon delivery to the carrier or Client site, whichever occurs first.

6.3 Returns and Restocking

Hardware returns are subject to vendor policies, restocking fees, and return restrictions.

6.4 Installation Conditions

Provider is not responsible for pre-existing site conditions, structural issues, electrical deficiencies, cabling quality, or code violations unless expressly included in a Quote.

7. ACCESS, ENVIRONMENT, AND CHANGE CONTROL

7.1 Access Requirements

Client must provide timely access to systems, facilities, credentials, and personnel necessary to perform Services.

7.2 Unauthorized Changes

Provider is not responsible for issues caused by changes made by Client or third parties without Provider's authorization.

7.3 Co-Managed Environments

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In shared responsibility or co-managed environments, Provider disclaims responsibility for failures caused by Client actions, third-party providers, or overlapping administrative access.

8. CLIENT DATA AND CONTENT RESPONSIBILITY

8.1 Lawful Use

Client represents and warrants that all data, content, and materials provided to Provider are lawful, non-infringing, and compliant with applicable laws and regulations.

8.2 Indemnification for Client Content

Client shall indemnify Provider from claims arising from Client-provided data, content, or materials, including claims related to privacy, intellectual property, or regulatory violations.

9. COMPLIANCE AND REGULATORY MATTERS

9.1 No Compliance Guarantee

Provider does not guarantee compliance with HIPAA, PCI-DSS, CJIS, GDPR, or other regulatory frameworks unless expressly stated in a Quote.

9.2 No Fiduciary Role

Provider is not acting as Client's compliance officer, auditor, or legal advisor.

10. SUSPENSION OF SERVICES

Provider may suspend Services without liability due to:

- non-payment
- security risk
- abuse of Services
- legal or regulatory exposure

Suspension does not relieve Client of payment obligations. Service restoration may require payment of outstanding balances and applicable reinstatement fees.

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11. INTELLECTUAL PROPERTY AND CONFIGURATIONS

Provider retains ownership of its internal tools, scripts, templates, automations, configurations, and methodologies unless expressly assigned in a Quote. Client is granted a limited, non-transferable right to use such materials solely within the scope of the Services.

12. LIMITATION OF LIABILITY (SUPPLEMENTAL)

These Terms supplement the limitation of liability provisions in the MSA and do not expand Provider's liability beyond what is expressly stated therein.

13. UPDATES TO TERMS

Provider may update these Terms from time to time. Updated Terms apply to Quotes accepted after the effective date of the update and do not retroactively apply to prior Quotes.

14. SURVIVAL AND ENFORCEABILITY

The provisions of these Terms that by their nature should survive termination shall survive, including disclaimers, limitations of liability, indemnification, and Client responsibilities.

15. DEFINITIONS AND INTERPRETATION

In the event of a conflict, these Terms are subject to the order of precedence defined in the MSA.

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