

Managed Services Terms and Conditions

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These Managed Services Terms and Conditions ("Terms") apply to managed services, support services, software, licensing, cloud services, maintenance, security services, and other recurring services provided by JKS Systems, LLC ("JKS") to the customer identified in an applicable quote, proposal, order, statement of work, or service agreement ("Client"). The applicable quote, proposal, order, or statement of work is referred to as the "Service Order." These Terms and the applicable Service Order together constitute the agreement between JKS and Client.

1. Scope of Services

JKS will provide the services specifically identified in the applicable Service Order. Only services expressly identified as included are included in the applicable fee. Services, products, support, labor, licensing, equipment, or other work not expressly included are outside the scope and may be separately quoted or billed. If the Service Order conflicts with these Terms regarding customer-specific scope, quantities, pricing, billing frequency, or term, the Service Order controls for those items.

2. Included Support Hours

Where a Service Order includes a specified allocation of support hours, those hours apply only during the period stated in the Service Order. Unless the Service Order expressly states otherwise, included monthly support hours are use-or-lose. Unused hours expire at the end of the applicable month and do not roll over, accumulate, transfer, or create a refund, credit, price reduction, or future service entitlement. Support time is measured in 15-minute increments unless otherwise stated in the Service Order.

3. Additional and Out-of-Scope Services

Work outside the included scope may include additional support hours, onsite service, projects, migrations, upgrades, installations, hardware replacement, remediation, cybersecurity incident response, and other services not specifically included in the Service Order. Additional services will be billed at JKS's then-current applicable rates unless otherwise agreed in writing. Unless otherwise stated in the Service Order, onsite work is subject to a two-hour minimum. Applicable travel time, mileage, tolls, parking, lodging, shipping, and other approved expenses may be billed separately.

4. Support Priorities and Response-Time Objectives

Unless otherwise specified in the Service Order, JKS uses the following support priority and response-time objectives:

Priority	Business Impact	Response-Time Objective
P1 Critical	Widespread outage or mission-critical business system unavailable	4 hours
P2 High	Significant impact to multiple users or an important business function	8 hours
P3 Standard	Individual user, device, application, or non-critical issue	24 hours
P4 Request	Routine request, planned change, administrative request, or general question	72 hours

Response time means the target time for JKS to acknowledge the request and begin appropriate support activity. Response time is not a guaranteed resolution or restoration time. JKS determines final ticket priority based on the actual business

impact of the reported issue. Response-time objectives begin after JKS receives sufficient information and access to evaluate the request. Delays caused by Client availability, required approvals, third-party providers, carriers, manufacturers, replacement equipment, licensing, internet service, or circumstances outside JKS's reasonable control are excluded. Unless a Service Order expressly establishes a separate service-level agreement, these response times are service objectives and do not constitute guaranteed resolution times, uptime commitments, service credits, or other performance guarantees.

5. Client Responsibilities

Client will provide timely access to systems and facilities, accurate information, required credentials, supported equipment, appropriate manufacturer coverage, and approvals reasonably necessary for JKS to perform the services. Client remains responsible for its business decisions, systems, data, regulatory obligations, compliance requirements, and security decisions. Backup, monitoring, endpoint security, cybersecurity, and other protective services are intended to reduce operational risk but cannot guarantee prevention of data loss, compromise, cyberattack, service interruption, or successful recovery of all data.

6. Fees and Payment

Fees, billing frequency, and applicable charges are identified in the Service Order. Unless otherwise stated, invoices are payable Net 30 in U.S. dollars. Client must submit invoice disputes in writing within 15 days of the invoice date. Undisputed past-due balances may accrue the lesser of 1.5% per month or the maximum amount permitted by applicable law. Client is responsible for reasonable collection costs and legal fees incurred in collecting overdue balances. JKS may suspend services for overdue balances.

7. Agreement Term and Renewal

The initial service term is stated in the applicable Service Order. Unless the Service Order states otherwise, the managed-services agreement will renew for successive terms equal to the initial term unless either party provides at least 60 days' written notice of non-renewal before expiration of the then-current agreement term. JKS may adjust pricing, rates, scope, included services, or other charges for a subsequent agreement term upon notice before renewal.

8. Licensed Services and Automatic Renewal

"Licensed Services" means software subscriptions, cloud services, maintenance agreements, security services, support agreements, and third-party licenses procured, managed, or administered by JKS for Client. Unless otherwise specified in the applicable Service Order or required by the applicable third-party provider, Licensed Services will automatically renew for successive renewal terms equal to their initial term unless Client provides JKS with written notice of non-renewal at least 30 days before expiration of the then-current Licensed Service term. If Client fails to provide timely written notice of non-renewal, the applicable Licensed Services may automatically renew, and Client will be responsible for all associated renewal fees and charges incurred by JKS on Client's behalf. Client acknowledges that third-party providers may impose strict automatic-renewal requirements and may prohibit cancellation, reduction, or refund after a renewal has been processed. Client remains financially responsible for such commitments when JKS has incurred the obligation on Client's behalf. JKS may adjust renewal pricing to reflect vendor price increases, changes in licensing tiers or quantities, changes in scope, regulatory requirements, taxes, currency or distributor changes, or other third-party cost increases. Renewed or ordered Licensed Services are binding and noncancelable to the extent JKS's corresponding obligation to the applicable third-party provider is binding and noncancelable. JKS is not responsible for service interruption, loss of functionality, loss of vendor support, or security exposure resulting from Client's decision not to renew a Licensed Service.

9. Third-Party Products and Services

Third-party products and services are subject to the applicable manufacturer's, publisher's, distributor's, carrier's, or service provider's terms, licensing requirements, availability, pricing, and limitations. JKS does not control and is not responsible for third-party outages, product discontinuations, end-of-life decisions, licensing changes, manufacturer support decisions, availability, or other third-party actions outside JKS's reasonable control. Special-order products, subscriptions, licenses,

maintenance agreements, and cloud services are noncancelable and nonrefundable once JKS has incurred a corresponding noncancelable obligation.

10. Suspension and Termination

JKS may suspend or terminate services for nonpayment, material breach, denied or insufficient access, unsafe or unlawful conditions, material security risk, unsupported systems, or circumstances that materially interfere with JKS's ability to provide services. Suspension or termination does not eliminate Client's obligation to pay committed agreement fees, ordered products, Licensed Services, completed work, or other charges or noncancelable obligations incurred by JKS on Client's behalf.

11. Warranty and Limitation of Liability

Except for express written commitments contained in the applicable Service Order, services are provided on an as-is and as-available basis. To the fullest extent permitted by applicable law, JKS disclaims implied warranties and will not be liable for indirect, incidental, special, punitive, or consequential damages, including lost revenue, lost profits, business interruption, or data loss. To the fullest extent permitted by applicable law, JKS's aggregate liability arising from the applicable agreement will not exceed the fees Client paid to JKS under the applicable Service Order during the three months immediately preceding the event giving rise to the claim.

12. Order of Precedence

If JKS and Client have an executed Master Services Agreement, that agreement governs except where an applicable Service Order expressly states otherwise. Customer-specific scope, pricing, quantities, billing frequency, and service term stated in an accepted Service Order control over conflicting general provisions in these Terms. JKS does not accept conflicting or additional terms contained in Client purchase orders, procurement portals, vendor forms, or other Client-generated documents unless expressly accepted in writing by an authorized JKS representative.

13. Governing Law

Unless otherwise expressly agreed in writing, these Terms and the applicable Service Order are governed by the laws of the State of Connecticut, without regard to conflict-of-law principles. Exclusive venue for disputes will be in Hartford County, Connecticut.

14. Acceptance and Incorporation

These Terms are incorporated by reference into each Service Order that references them. Client accepts these Terms by signing or electronically accepting a Service Order that references these Terms, issuing a purchase order referencing such Service Order, or requesting that JKS begin the services described in the Service Order. The individual accepting a Service Order on Client's behalf represents that they are authorized to bind Client.

15. Version and Changes to Terms

The version of these Terms identified in the applicable Service Order will govern that Service Order for its then-current term unless JKS and Client expressly agree otherwise in writing. JKS may publish revised Terms for future Service Orders or renewal terms. Publication of revised Terms does not, by itself, modify the version governing an existing Service Order during its then-current committed term. JKS should retain an archived copy of each published version for its records.