Version 1.1 (2026-10-15-1.1) · Published 2026-10-21 2330 MDT · PDF · Permanent link to this version

VERSION 1.1, 2026-10-15. THIS MSA APPLIES TO EACH QUOTE OR STATEMENT OF WORK THAT NAMES THIS VERSION. THE CURRENT VERSION AND EVERY EARLIER VERSION ARE PUBLISHED AT HTTPS://PRIMEVECTORTECH.COM/MSA/.

Prime Vector Technologies Master Services Agreement

1. How the documents fit together

1.1 Documents and acceptance. Prime Vector Technologies (CMF2025 LLC dba Prime Vector Technologies, 5499 Mills Lake Ct, Timnath, CO 80547, "PVT") and the customer named in an Order ("Customer") are bound by (a) this Master Services Agreement, in the dated version the Order names (the "MSA"), (b) PVT's Data Processing Addendum at https://primevectortech.com/dpa/ (the "DPA"), (c) each quote, statement of work or order PVT issues and Customer accepts (an "Order"), and (d) any addendum both parties sign. Together these are the "Contract." Customer accepts the MSA and the DPA by accepting an Order that names them; no separate signature is needed. Purchase order and vendor portal terms are not part of the Contract.

1.2 Precedence. If the documents conflict, a signed addendum controls for its subject, then the DPA for the processing of personal data and for the retention, backup, return and deletion of Customer Data, then this MSA, then the Service Descriptions. An Order controls over this MSA only for the description, scope, fees, expenses, schedule and service levels of the services it covers, unless it names the section of this MSA it changes and both parties sign it. An Order controls over the Service Descriptions for the scope and service levels of the Services it covers.

Which document wins: highest first

Read top to bottom. A document only wins on the subject shown beside it.

1. **Signed addendum** (NDA, HIPAA BAA, CJIS addendum)
   Wins for its own subject only, such as confidentiality under a signed NDA.
2. **Data Processing Addendum (DPA)**
   Wins for how personal data is processed, and for how long Customer Data, logs and backups are kept and how they are returned or deleted.
3. **This MSA**
   Wins for the legal terms: liability, ownership, confidentiality, termination and the rest.

   Exception: an **Order** (quote or statement of work) wins over the MSA for what is bought, scope, fees, expenses, schedule and service levels. It wins on any other MSA section only if it names that section and both parties sign it.
4. **Service Descriptions**
   Describe each service. An Order wins over them for scope and service levels.

If the question is about	This document wins
Confidentiality covered by a signed NDA	The NDA
HIPAA or CJIS obligations	The signed BAA or CJIS addendum
How PVT handles personal data	The DPA
Security safeguards and notice of a Data Security Incident	The DPA (Sections 4 and 5)
Log retention, configuration backups, return and deletion of Customer Data	The DPA (Section 8)
Business hours, severity levels, response targets and how each Service works	The Service Descriptions, unless an Order says otherwise

If the question is about	This document wins
What is being bought, price, expenses and schedule	The Order (quote or statement of work)
Service levels	The Order, then the Service Descriptions
Liability, ownership, termination and other legal terms	The MSA, unless an Order names the MSA section it changes and both parties sign it

1.3 New versions of this MSA. PVT may publish new versions of this MSA and the DPA at https://primevectortech.com/msa/ and https://primevectortech.com/dpa/, where every version stays available. A new version applies only to Orders accepted after it is published. An accepted Order stays governed by the versions in effect when it was accepted, including through its renewals, until both parties agree in writing to move it to a newer version. If PVT asks Customer to move an existing Order to a newer version, PVT will tell Customer what changed, and the move takes effect only when Customer accepts it in writing.

1.4 Definitions. In the Contract, the following words have these meanings.

Business day and business hours. As defined in Section 2.1 of the Service Descriptions.

Competitor. A business that offers managed security or managed IT services and competes with PVT for customers.

Customer Data. Information that belongs to Customer or that Customer is responsible for, that is not public, and that PVT receives from Customer or its systems or creates for Customer while delivering the Services. It includes:

1. system, network and device configurations, including firewall rules and backups of them;
2. passwords, keys, certificates and other secrets;
3. network designs, diagrams, as-built documents and reports;
4. logs, alerts and security event data;
5. business records, files and messages;
6. personal data; and
7. anything Customer marks confidential.

The Contract itself, including Orders and pricing, is Confidential Information under Section 7.1, but it is not Customer Data.

Data Security Incident. A verified event in which an unauthorized person accessed, acquired, altered, destroyed, encrypted or received Protected Data that is in PVT's custody or in systems PVT

manages, including through a compromise of PVT's own accounts, tools or vendors used to deliver the Services. Examples:

1. An intrusion-prevention (IPS) event that was not blocked and is followed by signs of compromise on the targeted system, such as a new administrator account, an unknown process or connections to attacker infrastructure.
2. Ransomware that encrypts files on a server or workstation PVT manages.
3. An unauthorized person signing in to a managed firewall or system with a stolen or guessed credential.
4. An unauthorized person downloading Customer's configuration backups from a PVT system or a PVT vendor.
5. A PVT vendor telling PVT about a breach that exposed Customer's Protected Data.

Gross negligence. Conduct that shows reckless disregard for the rights or safety of others, and not ordinary carelessness.

Personnel. Employees and individual contractors.

Product. Hardware, software, licenses and other goods that PVT supplies, including third-party items.

Protected Data. A party's confidential and private data, such as personal information, credentials, system configurations, network details and non-public business records. The fact that a business is a PVT customer, or its name appearing in a dashboard, presentation or demonstration, is not Protected Data.

Security Event. An attempt or alert that does not result in a Data Security Incident. Security Events are normal operations and are reported through the regular service notifications and reports. An alert becomes a Data Security Incident only when it is verified that Protected Data was exposed to an unauthorized person. Examples:

1. An IPS event that the firewall blocked.
2. An IPS event aimed at a system that is not vulnerable to it, such as a Cisco exploit sent to an NGINX web server.
3. Port scans, or failed sign-in attempts with no successful access.
4. A phishing email that was quarantined or not opened, or malware quarantined before it ran.
5. Loss or theft of a device whose data was encrypted to an accepted industry standard, where the key was not also exposed.

Willful and wanton conduct. Has the meaning given in C.R.S. 13-21-102(1)(b).

1.5 Customers who buy through a channel partner. A customer that buys PVT services through a PVT channel partner contracts with that partner, and this MSA does not govern that purchase. PVT's obligations run to the partner under PVT's channel partner terms, and the customer has no

claim against PVT, except that it may enforce the data security, incident notice, artificial intelligence and deletion protections of the DPA directly against PVT as the DPA provides. This MSA governs only Orders the customer accepts directly from PVT.

2. Services and Orders

2.1 Services. PVT will provide the services described in each Order (the "Services") in line with PVT's service descriptions published at https://primevectortech.com/services/, as updated under Section 2.3 (the "Service Descriptions").

2.2 Orders. An Order is accepted when Customer signs it, accepts it electronically or tells PVT to start work. Work that Customer asks PVT to start before an Order is issued is payable when the work is done. A Customer affiliate that accepts an Order is bound by the Contract, and Customer is responsible for it.

2.3 Changes to Service Descriptions. PVT may update the Service Descriptions. An update that reduces the scope or service levels of a Service already ordered takes effect 60 days after notice. Customer may cancel the affected Order during that period without penalty, and PVT will refund prepaid fees for the time after cancellation.

2.4 Service levels. Service levels in the Service Descriptions are PVT's performance targets, not guarantees, and a missed target is not by itself a breach. Customer's remedies for a missed target are escalation to PVT's designated contact, a written root-cause analysis on request, and, where the failures are repeated or material enough to be a material breach, termination under Section 5.4. No service credit or refund is owed unless an Order says so.

2.5 What the Services are not. Unless an Order says otherwise, monitoring services provide detection, analysis, notification and recommendation. Containment, remediation, recovery, forensic investigation, incident response and regulatory notification are not included and may be ordered separately. The Services are not legal or compliance advice.

2.6 Customer responsibilities. Customer will:

- give PVT timely remote and safe on-site access, and every license right and consent PVT needs to manage Customer systems, software and Customer Data;
- give PVT accurate information about its environment and tell PVT promptly about changes and unlisted systems;
- name an authorized contact, keep maintenance contracts current, confirm backups before PVT makes changes, and rotate credentials given to PVT when an engagement ends; and
- decide which regulatory, contractual and compliance standards apply to it and its data, including data security, storage, backup and retention.

Delays caused by Customer are billable at then-current rates after written notice.

2.7 Backup. Unless an Order includes backup or recovery services, PVT is not responsible for creating, testing or restoring Customer's data backups. Configuration backups of managed devices are part of the managed Services as the Service Descriptions describe, and are kept and deleted as DPA Section 8 provides.

2.8 Urgent security changes. PVT may make a change to a managed system without a scheduled change window or Customer's prior approval when the change is needed to stop or prevent an active or imminent security threat and waiting would increase the risk. PVT limits the change to what the threat requires and takes a configuration backup first where practical. PVT notifies Customer as soon as possible after the change is made, describing what changed and why, and reverses or adjusts the change at Customer's request unless doing so would reopen the threat, in which case PVT explains the risk first. Section 2.6 does not prevent a change under this Section.

2.9 Delivery practices. PVT may record remote sessions for security and audit, may decline unlawful or unsafe tasks without breach, and remains responsible for its subcontractors.

3. Fees and payment

3.1 Fees. Customer pays the fees stated in each Order. Pricing is Confidential Information.

3.2 Invoicing. Recurring Services are invoiced monthly in advance. Project work and Product are invoiced as the Order states. Unless the Order says otherwise, invoices are due 30 days after the invoice date by ACH, wire or check. PVT bills and collects payment through Anchor, its billing and payment service. PVT will notify Customer in writing before it changes or adds a billing or payment method, so Customer can verify the change and limit its exposure to payment fraud. Customer should confirm any change in PVT's payment instructions with PVT directly, at a phone number or email address it already knows, before paying.

3.3 Disputes and late payment. Customer will tell PVT in writing within 30 days after the invoice date of any amount it disputes in good faith, with its reasons, and pay the rest on time. Overdue undisputed amounts bear simple interest at 1.5% per month, or the highest lawful rate if lower. If an undisputed invoice is more than 60 days overdue, PVT may suspend the affected Services after 15 days' written notice. PVT will not suspend Services over an amount disputed in good faith while the parties negotiate under Section 10.2. Customer pays PVT's reasonable out-of-pocket costs of collecting overdue undisputed amounts, not including attorneys' fees, which Section 10.4 governs.

3.4 No setoff. Customer's duty to pay is not subject to setoff and does not depend on funding or reimbursement from anyone else. Setoff means reducing or withholding a payment because the payer believes the other party owes it money. Customer pays PVT's invoices in full and raises any claim it has against PVT separately.

3.5 Taxes and expenses. Fees exclude sales, use, VAT and similar taxes, which Customer pays. Customer reimburses reasonable, documented expenses, including shipping and travel, as the Order states or Customer approves in advance. As an exception, PVT may book travel for a P1

incident or other time-critical incident response without prior approval, at the rates and on the terms in the Service Descriptions.

3.6 Third-party price changes. If a third-party vendor raises or lowers the price of a Service component or Product, including cloud, licensing and subscription services, PVT may pass the change through on notice, from the vendor's effective date or the first billing period after notice, whichever is later, even if an Order states a price, unless the Order expressly fixes that price for a stated period. Quantities of users, devices and sites may be added or reduced as the Order allows. Additions are billed from the month they occur and reductions from the month after.

3.7 Project work. A change in the scope of project work needs a written change order approved by Customer before the extra work starts. Payment of a close-out invoice does not wait on acceptance of documentation. A project with no work for more than 60 days, other than planned gaps, may be closed after written notice, and continuing it needs a new Order at then-current pricing. A project quote is valid for 30 days.

3.8 Product. Product is subject to the manufacturer's license terms and, once ordered, cannot be cancelled unless the manufacturer allows it. Software subscriptions renew at the then-current price unless the Order fixes the term or Customer gives notice of non-renewal 60 days before renewal.

3.9 Prepaid amounts. For prepaid services not delivered when an Order ends, Customer may choose a 12-month credit or a refund less a 15% handling fee, waived if Customer ended the Order for PVT's breach or under Section 2.3 or 9.2 of this MSA or Section 9.3 of the DPA. This Section does not apply to prepaid incident response retainer hours, which expire at the end of their term as the Service Descriptions state.

4. Work product and personnel

4.1 Deliverables. Once an Order is paid in full, Customer owns the work product made specifically for it ("Deliverables"). PVT keeps its tools, platforms, scripts, templates, methods and runbooks ("PVT Materials"), and Customer may use PVT Materials contained in paid Deliverables for its own business, perpetually.

4.2 Personnel. While any Order is in effect and for 12 months after the last one ends, neither party will directly solicit for employment an individual who, in the previous 12 months, worked on Customer's account under the Contract. General job postings and recruiter searches not aimed at the other party's Personnel are not solicitation, and either party may hire an individual who responds to them, who approaches it on their own initiative, or who left the other party more than 6 months earlier. If a party hires an individual as a result of a direct solicitation that breaches this Section, it pays the other party a fee of 20% of that individual's first-year base salary, which the parties agree is a reasonable estimate of recruiting and training cost. This Section does not apply to an individual who has retired from the other party or no longer works for it full time, and whom a

party engages part time or as a consultant, as long as that party did not encourage the individual to leave or reduce their hours. Neither party may enforce this Section against an individual.

5. Term and termination

5.1 Term. Unless the Order says otherwise, an Order for recurring Services has an initial term of 12 months and then renews automatically for successive 12-month terms.

5.2 Non-renewal. Either party may stop the renewal of a recurring Order by written notice at least 60 days before the end of its current term.

5.3 Termination for convenience. Customer may terminate an Order on 60 days' written notice, and PVT on 90 days' written notice but not during a committed term. Ending an Order during a committed term costs the early termination fee the Order states or, if none, the fees for the rest of that term.

5.4 Termination for cause. Either party may terminate an Order on written notice if the other (a) materially breaches the Contract and does not cure within 30 days after written notice, or (b) becomes insolvent or files for bankruptcy. PVT may terminate immediately if Customer's conduct, including a violation of law or misuse of the Services, creates a security or legal risk for PVT or its other customers.

5.5 Transition. When an Order ends, PVT will provide transition help for up to 60 days, except that PVT may require payment in advance for it and need not provide it if Customer has unpaid undisputed invoices or PVT ended the Order under the second sentence of Section 5.4. Transition help is:

- delivery of current configuration backups, documentation, reports and compliance evidence;
- up to eight hours in total of knowledge transfer to Customer or its incoming provider;
- continued Services in progress at then-current rates; and
- removal of PVT credentials from Customer systems.

More time is billed at then-current rates. PVT never withholds Customer Data, or Customer's own administrative access to systems it owns, because of a payment dispute.

5.6 Product. When an Order ends, Customer stops using software that PVT designates and returns PVT-owned hardware at its own expense. On request it certifies the return or lawful destruction within three business days.

5.7 Survival. Sections 3 (for amounts owed), 4, 5.5 to 5.7, 6 (including the indemnities in Section 6.8), 7, 9 and 10, and any other provision that by its nature continues, survive the end of the Contract.

6. Liability

In short: each side's recovery from the other is limited, both ways, except for the serious conduct listed in Section 6.4.

6.1 No consequential damages. Neither party is liable to the other for consequential, special, indirect, incidental, exemplary or punitive damages arising from the Contract, including lost profits, loss of business opportunity and business interruption. Fees owed under the Contract, including fees for the committed remainder of an Order, are direct damages and are not excluded by this Section.

6.2 Liability cap. Each party's total liability for all claims arising from the Contract will not exceed the greater of (a) the fees Customer paid or owed PVT in the 12 months before the event that first gave rise to the claim and (b) $50,000 (the "General Cap"). For claims arising from a Data Security Incident the cap is two times the General Cap (the "Data Security Cap"), which replaces the General Cap for those claims and is not added to it.

6.3 Data Security Incidents. Section 1.4 defines Protected Data, Data Security Incident and Security Event. For Data Security Incidents:

1. Loss or theft of a device or medium holding Protected Data is not a Data Security Incident if the data was encrypted to an accepted industry standard and the key or other means to decrypt it was not also exposed. DPA Section 5.4 says how PVT records it.
2. A vendor's breach that exposed Protected Data is a Data Security Incident from the time the vendor notifies PVT.
3. All claims arising from a Data Security Incident are subject to the Data Security Cap, whether they are framed as breach of contract, breach of confidentiality, indemnity, negligence or otherwise.
4. Reasonable, documented costs of required notifications, credit monitoring and forensic investigation arising from a Data Security Incident caused by PVT are direct damages, recoverable up to the Data Security Cap.
5. The Data Security Cap does not apply to the extent the incident results from an Excluded Claim under Section 6.4(a) or from PVT's intentional disclosure.

6.4 Excluded claims. The exclusion in Section 6.1 and the caps in Section 6.2 do not apply to (a) fraud, willful misconduct, willful and wanton conduct, or gross negligence, or (b) a party's duty to pay fees (together, "Excluded Claims"). Each party's indemnities under Section 6.8 are subject to the caps in Section 6.2 unless clause (a) applies, and claims arising from a Data Security Incident stay subject to the Data Security Cap as Section 6.3 provides.

6.5 Shared responsibility. Responsibility for a loss follows each party's control and fault. PVT is not liable to the extent a loss is caused by (a) acts or omissions of Customer or its users, including

their misconfiguration, changes to systems PVT was not told about, vulnerabilities PVT did not introduce and was not engaged to fix, missing backups, or failure to follow PVT's written security recommendations, (b) systems or services PVT does not provide, manage or control, or (c) events outside PVT's reasonable control. Customer is likewise not liable to the extent a loss is caused by PVT's acts, omissions or misconfiguration. Where both contribute, liability is shared in proportion to each party's responsibility. PVT remains responsible for reasonable selection, management and oversight of the vendors it uses to deliver the Services.

6.6 Third-party products, services and software supply chain. PVT makes no warranty about third-party products or services beyond the manufacturer's own warranty, which PVT passes through to the extent it can be transferred. Subject to the last sentence of Section 6.5, PVT is not liable for interruption or failure of third-party cloud, hosting, telecommunications, co-location or other infrastructure services.

Software and services from manufacturers and other third parties can carry vulnerabilities or malicious changes introduced before they reach PVT or Customer, outside either party's control. PVT monitors manufacturer advisories and threat intelligence for the products it manages and regularly reviews the tools and vendors it uses to deliver the Services. When PVT identifies a supply-chain issue that affects Customer, PVT will tell Customer promptly, recommend what to do, and work with Customer to contain and correct it, within the Services an Order covers or at then-current rates for work outside them.

6.7 Service warranty; no other warranties. PVT warrants that it will perform the Services in a professional and workmanlike manner consistent with generally accepted industry practice. For a breach reported in writing within 30 days after performance, Customer's sole remedy is re-performance or, if PVT cannot re-perform, a refund of those fees. Except as this Section, the Service Descriptions or an Order state, PVT makes no warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.

6.8 Indemnification. Customer will defend and indemnify PVT against third-party claims arising from (a) Customer's failure to obtain the rights and consents Section 2.6 requires, (b) Customer Data violating law or a third party's rights, (c) its breach of Section 7, or (d) its use or disposal of Product in violation of law or the Contract. PVT will defend and indemnify Customer against third-party claims arising from PVT's gross negligence or willful misconduct, PVT's breach of Section 7 (subject to Section 6.3), or PVT's violation of law in performing the Services. Each party will defend and indemnify the other against third-party claims for bodily injury or damage to tangible property caused by its negligence. Neither party must indemnify the other for loss to the extent caused by the other party's own negligence, fault or breach. The indemnified party gives prompt notice and reasonable cooperation and may take part in the defense at its own cost. The indemnifying party controls the defense and may not settle in a way that admits fault for, or imposes a non-monetary obligation on, the other party without its consent. If any part of the Contract is a construction agreement under C.R.S. 13-21-111.5(6), the indemnity and insurance duties apply only to the extent that statute permits.

6.9 Misuse of managed systems. PVT is not liable for claims by Customer's Personnel or other third parties that arise from use of devices or systems managed by PVT outside the purposes the Contract authorizes, or from systems PVT was not told about.

6.10 Insurance does not limit liability. The insurance described in Section 8 is not a limit on any party's liability. General liability insurance is not intended to respond to Data Security Incidents.

7. Confidentiality, data and security

7.1 Confidential Information. "Confidential Information" is non-public information that one party discloses to the other, including Customer Data, pricing, Orders, PVT Materials and technical information. It does not include information that is public, already known to the recipient, independently developed or lawfully received from a third party. The recipient uses it only to perform the Contract, protects it with reasonable care, and shares it only with Personnel, subcontractors and advisers who need it and are bound to protect it. A party may disclose Confidential Information that the law requires it to disclose, after giving the owner prompt notice where permitted. On request or when the Contract ends, each party returns or destroys the other's Confidential Information, except routine backups and records it must keep by law. For Customer Data, DPA Section 8 governs return and deletion. These duties last for as long as the information remains confidential.

7.2 Data and ownership. Customer keeps ownership of Customer Data, including its configurations, backups, as-built documentation and reports, and PVT uses Customer Data only to provide the Services. PVT gives Customer copies of its backups and documentation on request. How long PVT keeps Customer Data, logs and backups, and how it returns or deletes them, is governed by DPA Section 8. Customer warrants that it has the rights needed to give PVT access to Customer Data. The DPA governs how PVT processes personal data, including its use of artificial intelligence tools.

7.3 Security and incident notice. Each party will maintain reasonable security procedures and practices appropriate to the nature of the information it holds for the other, including administrative, technical and physical safeguards. PVT's safeguards, and its notice to Customer of a Data Security Incident affecting Customer's Protected Data, including the 72-hour notice, are set out in DPA Sections 4 and 5, which apply to all Protected Data and not only personal data. PVT will also give event notifications for Customer systems as the Service Descriptions describe.

7.4 Use restrictions. Customer will not resell the Services or Product, reverse engineer software, or publish benchmark results without PVT's written approval. Neither party will put the other's Confidential Information into an artificial intelligence tool that retains it, trains on it or makes it available to others, unless the owner agrees in writing or the information has first been redacted or obfuscated so that it no longer identifies the owner, its people or its systems. Tools used under a commercial, enterprise or API agreement that prohibits training on inputs and limits their retention are permitted, and DPA Section 7 describes PVT's own use of AI tools.

7.5 References. PVT may describe its work in proposals without identifying Customer, for example by sector, scale, technology and outcomes. PVT will name Customer or use its logo in any external communication, including customer lists, case studies and press releases, only with Customer's prior written consent, which Customer may withdraw for future use. This Section does not restrict reference to public procurement records or to disclosures the law requires.

8. Insurance

8.1 PVT. PVT maintains commercial general liability insurance of at least $1,000,000 each occurrence and $2,000,000 general aggregate, and gives a certificate on request. On request, PVT will also tell Customer about any other coverage it carries, such as technology errors and omissions or cyber insurance.

8.2 Customer. Customer is not required to carry insurance under the Contract.

9. General

9.1 Independent contractors. The parties are independent contractors. The Contract creates no partnership, joint venture, agency, employment or fiduciary relationship. Neither party may bind the other. PVT decides the manner and means of performing the Services.

9.2 Assignment, mergers and acquisitions.

1. Neither party may assign the Contract without the other's written consent, except to a successor to substantially all of its business or assets that agrees in writing to be bound.
2. If either party merges, is acquired or has a change of control, the Contract continues, binds the successor, and the Services continue without interruption. That party gives the other notice within 30 days after the closing.
3. Within 90 days after that notice, either party may propose to shorten the remaining term of an Order, or to extend it with changes. The parties will negotiate in good faith, and an agreed change takes effect by an amendment both parties sign.
4. If Customer is acquired, Customer may instead end an Order early on 90 days' written notice given within 180 days after the closing. The early termination fee is the lesser of three months' fees for that Order and the fees for the committed remainder of its term, in place of the fee in Section 5.3.
5. If a Competitor gains control of Customer, PVT may terminate the affected Orders on 30 days' notice given within 90 days after Customer's notice, with no fee for the committed remainder.
6. If PVT is acquired, the successor is bound by the Contract, including the DPA. If the successor competes with Customer or cannot meet the DPA, Customer may terminate the affected Orders on 60 days' notice given within 90 days after PVT's notice, with no early termination fee.

9.3 Force majeure. Neither party is in breach for delay or failure caused by events beyond its reasonable control, such as natural disaster, war, terrorism, government order, pandemic, labor dispute (other than its own), utility or telecommunications outage, or a widespread attack on public or third-party infrastructure. A cyber attack on systems PVT manages, or one that the security controls and monitoring described in the Service Descriptions would reasonably have detected or prevented, is not a force majeure event. This Section does not excuse a duty to pay, and a Data Security Incident on PVT's own systems is governed by Section 6, not this Section. The affected party gives prompt notice and works to resume performance.

9.4 Fair statements. Neither party will make statements about the other that it knows are false or misleading. Nothing in the Contract restricts either party or its personnel from making a truthful report to a regulator, law enforcement agency or procurement officer, responding to a lawful request or legal process, or making a statement the law or a public solicitation requires.

9.5 Notices. Notices are in writing and go to the notice emails stated in the Order (for Customer, if none, the email of the person who accepted it), and to PVT also at legal@primevectortech.com and at its address in Section 1.1. Email is effective on confirmation of receipt or, if none, 24 hours after sending with no delivery failure. Mail is effective on receipt.

9.6 Entire agreement and amendments. The Contract is the entire agreement on its subject and replaces earlier discussions and agreements. Orders and addenda change only by a writing both parties sign. This MSA and the DPA change only under Section 1.3.

9.7 Severability. If a court or arbitrator finds any provision of the Contract illegal, invalid or unenforceable, that provision is limited or modified to the minimum extent needed to make it enforceable, and the rest of the Contract stays in full effect.

9.8 Other provisions. A failure to enforce a right is not a waiver. No provision is read against its drafter. Each party complies with export and sanctions laws that apply to it. Electronic acceptance of an Order, including through a signing service that records the signer's email, time and document hash, binds Customer, and the person accepting represents authority to do so.

10. Disputes

10.1 Governing law. Colorado law governs the Contract, without regard to its conflict-of-law rules.

10.2 Negotiation, then arbitration. The parties first negotiate a dispute in good faith for 30 days. If that fails, the dispute goes to binding arbitration before one arbitrator under the then-current Commercial Arbitration Rules of the American Arbitration Association, seated in Larimer County, Colorado. The arbitration and the award are Confidential Information. Judgment on the award may be entered in any court with jurisdiction.

10.3 Court actions allowed. Either party may seek an injunction or other provisional relief in the courts of Colorado to protect its Confidential Information or intellectual property, or to enforce Section 4.2, while arbitration is pending, and doing so does not waive arbitration. Either party may

also bring an action in a Colorado court for unpaid undisputed fees, or in small claims court for any claim within that court's limits.

10.4 Costs. Each party bears its own costs, experts and attorneys' fees, except that the arbitrator may award them to the prevailing party under the AAA rules.

Revision history (click to view)

Each version stays published at its own dated address under https://primevectortech.com/msa/ and is never edited after release. Times are Mountain Time.

Date/Time	Version	Author	Changes
2026-10-21 2330 MDT	1.1	Craig Mock	First published version. Section 1.2 ranks the Service Descriptions below the MSA, with an Order controlling over them for scope and service levels. Section 3.5 allows P1 and time-critical incident response travel without prior approval. Section 3.9 excludes incident response retainer hours. Section 9.5 names legal@primevectortech.com as PVT's notice email. Also: a precedence diagram and table in Section 1.2; new versions apply only to new Orders (Section 1.3); dictionary-style definitions with examples of incidents and security events (Section 1.4, Section 6.3); Anchor billing and payment-change notice (Section 3.2); setoff explained (Section 3.4); part-time and retired-individual exception (Section 4.2); software supply chain (Section 6.6); insurance stated as carried (Section 8.1); mergers and acquisitions (Section 9.2); severability (Section 9.7); urgent security changes without a change window, with notice after (Section 2.8); one owner per topic, with the DPA owning data handling and pointers in Sections 1.2, 1.4, 2.7, 6.3, 7.1, 7.2 and 7.3; AI use of redacted information and tools on commercial, enterprise or API terms (Section 7.4); no handling fee after a DPA Section 9.3 termination (Section 3.9).
2026-10-15	1.0	Craig Mock	Not published. Replaces Master Sales Agreement V20260325, General Terms of Service v1.0 and the Halo MSA template.