Managed Services Agreement

This Managed Services Agreement ("Agreement") contains the terms and conditions that apply to the Partner's purchase of Evo Security Identity Security services and support listed on the order form(s) that reference this Agreement. By accepting delivery of the Evo Identity Security services and support described on the order form, MSP agrees to be bound by and accepts these terms and conditions.

1. Software Access and Ramp Period:

- Evo Security (seller) commits to providing the Partner (buyer) access to its software platform, encompassing Evo Security products, along with all associated features and functionalities. Access to the software commences on the effective date of 07/2026. The period from the provision of software access to the Partner's initial billing date is termed the 'Ramp' period.

2. Annual Contract and Payment:

- Emphasizing the annual nature of this contract, it begins at the conclusion of the ramp period, initiating billing on 07/31/2026. Monthly payments will persist until contract termination, and payment is facilitated using a credit or debit card.

3. Termination and Renewal:

- This contract automatically renews for successive one-year terms (each a "Renewal Term") unless either party provides written termination notice at least 60 days before the current term ends. Either party can terminate the contract with a minimum 60-day written notice, during which billing and services continue until the final termination date.

4. Negotiation:

- Disputes related to this contract undergo initial negotiation between parties in good faith. If resolution isn't achieved within 45 days from the written notice of dispute, either party may proceed to the next step of dispute resolution.

5. Over Deployment:

- Evo Security reserves all rights to charge all parties involved for any instances of over-deployment. This includes but is not limited to exceeding agreed-upon usage limits, resources, or services specified within contractual agreements or terms of service. All parties shall be duly notified of such charges, and retains the authority to enforce these charges as deemed appropriate.

6. Non-Payment:

- Should any fees or charges invoiced by (the seller) remain unpaid, will notify the Partner (the buyer) of the outstanding payment. The Partner will then have thirty (30) business days to settle the overdue fee. If payment is not received within this timeframe, will issue a final notice, granting the Partner ten (10) business days to comply. Failure to settle all outstanding fees within this period will empower to terminate all services provided to the Partner. Upon payment of the overdue fee, this Agreement will remain in effect until the end of the applicable term.

7. Mediation:

- Unresolved disputes after negotiation enter non-binding mediation, conducted following the rules of a mutually agreed-upon mediator. Each party bears its mediation-associated costs, sharing the mediator's fees equally.

8. Mediation Proceedings:

- A sincere effort is made to agree on a mediator within 60 days following failed negotiation. If no agreement is reached within this timeframe, either party may apply to appoint a qualified mediator.

9. Confidentiality:

- All mediation proceedings, encompassing discussions, documents, and settlement agreements, remain confidential and cannot be used as evidence in subsequent legal proceedings. Parties and the mediator sign a confidentiality agreement before commencing mediation.