

Advantage Technologies Consulting, Inc. Master Services Agreement

Article 1

1.0 INTRODUCTION. Advantage Technologies Consulting, Inc., (“ADVANTAGE”) is pleased to provide you services under this Master Services Agreement (the “Master Agreement” or “Agreement”). Each Order (as defined below) is incorporated by reference into this Master Agreement by and between you and ADVANTAGE (collectively, the “Parties” or each individually a “Party”) for the services specified on such Orders (“Services”). As used herein, the words “we,” “our” and “us” refer to ADVANTAGE and the words “Client”, “you”, and “your” refer to the entity that has entered into or signed any Order. Any attachments to this Master Agreement (“Attachments”) further describe the duties and obligations of the Parties and are hereby incorporated by reference to all Orders.

Article 2

2.0 SERVICES AND ORDERS.

2.1 Subject to the terms and conditions of this Master Agreement (including, without limitation, Client’s compliance with its obligations set forth in Section 4), ADVANTAGE will provide you with Services and Equipment, pursuant to any Order accepted in accordance with Section 2.2 below, during the Term (as defined in Section 3, and for Advantage 360 Section 14.1). ADVANTAGE will use commercially reasonable efforts to provide you with the Services and Equipment for which you have contracted.

2.2 Client will request Services by issuing to ADVANTAGE a proposed order (in the form provided or approved by ADVANTAGE). Upon ADVANTAGE’s acceptance of a proposed order, the proposed order will be deemed an “Order” and will be incorporated by reference into this Master Agreement. An Order is accepted upon the earlier of: (a) ADVANTAGE’s acceptance of such proposed order in writing; (b) ADVANTAGE’s commencement of delivery of the Services and Equipment set forth in such proposed order; or (c) ADVANTAGE’s acceptance of payment for the proposed order. By accepting the proposed order ADVANTAGE agrees to provide Services and Equipment according to the respective Order. Client accepts the Master Agreement by signing any proposed order or Order. In the event Client cancels an Order prior to ADVANTAGE actually delivering Services or Equipment, and in the event that ADVANTAGE incurs costs related to the Order, then Client will reimburse ADVANTAGE for costs actually incurred. Client understands and agrees that certain Services and Equipment may not be available in all areas and that ADVANTAGE, upon entering into an Order with Client may, at its own discretion, utilize an affiliate to deliver the applicable Service.

Article 3

3.0 TERM. This Master Agreement will commence on the acceptance of any Order (the “Effective Date”) and will remain in effect for the Term as set forth and defined in the Order (such term, the “Initial Term”, and such Order, the “Initial Order”). **IF THE SERVICE IS ADVANTAGE 360, UPON THE EXPIRATION OF THE INITIAL TERM THIS MASTER AGREEMENT WILL AUTOMATICALLY RENEW ON AN ANNUAL BASIS (“RENEWAL TERM”), UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF NONRENEWAL TO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT INITIAL TERM OR RENEWAL TERM, AS APPLICABLE.**

Article 4

4.0 CLIENT OBLIGATIONS.

4.1 Client's use of the Services (including all content transmitted through the Services) will comply with all applicable federal, state, and local laws and regulations, the terms of the Order, and the terms of this Master Agreement. Client agrees not to resell or redistribute (whether for a fee or otherwise) any part of the Services or make any use of the Services other than for Client's internal business purposes. Client will ensure that its End Users' (as defined in Section 11.1) use of the Services, if any, will comply with all applicable federal, state, and local laws and regulations and this Master Agreement, as modified from time to time by ADVANTAGE.

4.2 Client will ensure that all ADVANTAGE Equipment (as defined in Section 5.0) at Client's and Client's End Users' facilities remains free and clear of all liens and encumbrances that are not provided by ADVANTAGE. Client will be responsible for loss or damage to the ADVANTAGE Equipment while at Client's or an End User's facilities. As between the Parties, Client is solely responsible for: (a) all use (whether authorized or not) of the Services or Equipment by Client, an End User, or any unauthorized person or entity, which use will be deemed Client's use for purposes of this Master Agreement; and (b) all content that is viewed, stored, or transmitted through the Services, as applicable. You are responsible for safeguarding and maintaining the confidentiality of all usernames, passwords and account information associated with the Services or Equipment. You agree to notify ADVANTAGE of any unauthorized use, or any other breach of security immediately, and no later than 24 hours of such use being known to you.

4.3 You agree that prior to allowing ADVANTAGE to service any of your equipment, it is your responsibility to back-up the software and data that is stored on your computers, hard disk drives, or on any other storage devices you may have, and ADVANTAGE will not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. ADVANTAGE will not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to you by ADVANTAGE or any other company. ADVANTAGE's maximum liability to you arising from or related to your use of ADVANTAGE services is limited to that set forth in Section 22 below.

4.4 In addition to your other responsibilities under this Master Agreement, you agree that you and anyone using the Services will: (i) upon request, take all commercially reasonable actions necessary in order to install and activate the Services and Equipment; (ii) provide adequate facilities to securely house and operate your equipment; (iii) be solely responsible for establishing and maintaining security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to your computers, servers or other equipment used in conjunction with the Services; (iv) be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services or Equipment by persons accessing those Services or Equipment; and (v) authorize and identify (full name, position, phone number, address, and email address) to us in writing at least one individual to represent you on any aspect of your account (including all requests for moves, additions, deletions or changes).

4.5 To the extent you are the cause of any loss, damages, or liabilities to ADVANTAGE, you agree to reimburse, compensate, and pay ADVANTAGE for any losses, claims, damages, liabilities, or penalties that ADVANTAGE or any of our officers, directors, agents, successors, or assigns may incur from your purchase or use of the Services and Equipment, except to the extent that any loss, damages, or liabilities are caused by ADVANTAGE's willful misconduct.

Article 5

5.0 PAYMENT, DEPOSITS and ADVANCE PAYMENT. For each Order, Client agrees to pay ADVANTAGE all recurring and non-recurring charges, fees, and taxes (collectively the “Service Charges”) as set forth on the Order in accordance with the following payment terms:

- (i) **Equipment.** Service Charges for equipment included on an Order (“Equipment”) and freight to deliver the Equipment directly to your office are due simultaneously upon execution of the Order. Once an Equipment Order is placed, the Equipment will be procured from the vendor.
ALL SALES OF EQUIPMENT ARE FINAL.
- (ii) **Installation and Financing.** Service Charges for installation will be billed upon execution of the Order. If the Order is financed, Service Charges will be paid for upon execution of the Order. If you are paying for Service Charges directly, they will be due on completion of installation, as determined by ADVANTAGE.
- (iii) **Recurring Service Charges.** Service Charges for all recurring Services, such as Advantage 360, are due on the 1st day or 15th day of each month and are automatically paid by credit card, debit card, or ACH transaction. If your payment information is not accurate, current, and complete, and you do not notify us promptly when such information changes, we may suspend or terminate your Service with notice, and only after 60 days of non-payment. ADVANTAGE charges \$25 for returned or NSF checks or reversed or declined ACH payments. ADVANTAGE will not defer any charges while Client awaits reimbursement, subsidy, discount, or credit from ADVANTAGE or any third party, and Client will have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount, or credit. Upon 30 days’ written notice to Client, ADVANTAGE will have the right to increase Service Charges for each Service after the Initial Term for such Service.
- (iv) **Late Fees.** ADVANTAGE may charge a late fee for any amounts which are not paid when due. The late fee will be the greater of: (i) \$25; or (ii) 5% of the past due amount. Client will be responsible for all costs of collection (including reasonable attorneys' fees, expenses, and costs) to collect overdue or past due amounts. If ADVANTAGE fails to present a charge in a timely manner, such failure will not constitute a waiver of the charges for the fees to which it relates, and Client will pay such invoice in accordance with these payment terms. Client may not dispute Service Charges or request credits more than 90 days from the date appearing on the invoice.

5.1 To safeguard its interests, ADVANTAGE may verify the Client’s credit standing. Client accepts such verification and will provide any necessary information to ADVANTAGE for such verifications. Additionally, ADVANTAGE may require the Client to make a deposit or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card, or account debit authorization and does not relieve the Client of the responsibility for the prompt payment of invoices on presentation. ADVANTAGE may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to ADVANTAGE, for past due amounts payable by Client to ADVANTAGE.

Article 6

6.0 TAXES. Client will pay all federal, state, and local taxes, fees, charges, surcharges, or similar fees imposed on the Services, Equipment or products that are the subject of this Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state and local regulatory fees to the extent applicable. Further, ADVANTAGE will have the right to recover from Client the amount of any state or local fees or taxes arising as a result of this Master Agreement, which

are imposed on ADVANTAGE or ADVANTAGE's services, or measured on ADVANTAGE's receipts. Such fees or taxes will be invoiced to Client in the form of a charge included on Client's invoice. To the extent that a dispute arises as to which Party is liable for fees or taxes under this Master Agreement, Client will bear the burden of proof in showing that the fee or tax should be imposed upon ADVANTAGE. Client will be responsible for providing ADVANTAGE any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under this Master Agreement. To the extent such documentation is held invalid for any reason, Client agrees to reimburse ADVANTAGE for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation. Client agrees that ADVANTAGE has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Client. Client hereby waives any claims it may have regarding ADVANTAGE's collection or remittance of such fees, taxes, and charges.

Article 7

7.0 NOTICES. Any notice under this Master Agreement will be given in writing and will be deemed to have been given when delivered. Notices will be delivered to Client at the respective mailing address or electronic email address set forth in the most recent Order or most recent address on file. All notices to ADVANTAGE must be in writing and sent to: Advantage Technologies, Attn: Client Care, 34350 23 Mile Rd. Suite C, Chesterfield, MI 48047.

Article 8

8.0 CLIENT INFORMATION. Client hereby acknowledges and agrees that ADVANTAGE may utilize Client's information for marketing or promotional purposes. In addition, ADVANTAGE will have the right, but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

Article 9

9.0 TERMINATION. Either Party may terminate Services upon 30 days' written notice of the other Party's material breach, provided that such material breach is not cured within 30 days of receipt of the written notice. In addition, if Client fails to comply with any applicable laws or regulations, or the terms of this Master Agreement, ADVANTAGE may immediately suspend or discontinue any applicable Services. In the event of a suspension, ADVANTAGE may require the payment of reconnect or other charges, in addition to Service Charges, before restarting the suspended Service. Upon the termination or expiration of this Master Agreement and any Order: (i) ADVANTAGE's obligations under this Master Agreement will cease; (ii) Client promptly will pay all amounts due and owing to ADVANTAGE for Services delivered prior to the date of termination and any applicable de-installation fees, if any; (iii) Client will promptly cease all use of any software provided by ADVANTAGE for use with the Services and verify that such software has been removed from the System (as defined in Section 11.2); and (iv) Client will return to ADVANTAGE or permit ADVANTAGE to remove, in ADVANTAGE's discretion, the ADVANTAGE Equipment in the same condition as when received, ordinary wear and tear excepted. Client will be responsible for reimbursing ADVANTAGE for replacement, at ADVANTAGE's discretion, of any ADVANTAGE Equipment not returned in accordance with this Section 9.0.

9.1 Upon early termination of an Order or the Master Agreement by Client for any reason, other than as set forth in Section 9.0 above, or by ADVANTAGE for any reason set forth in Section 9.0 above, Client will promptly pay ADVANTAGE the remaining Service Charges for the then current Term. Client understands that the Service Charges provided for within the Advantage 360 Order have been discounted in consideration of and contingent on the execution of this Master Agreement by ADVANTAGE's acceptance of the Order. Additionally, in the event Client terminates a portion of the Services ordered, ADVANTAGE may increase the rates for any remaining Services effective upon notice to Client. The foregoing will be in addition to any other rights and remedies that ADVANTAGE may have under this Master Agreement or at law or equity. If Client is terminating the Advantage 360 services, Client understands that by terminating under this Section 9.1: (a) Client is accelerating its obligations to pay ongoing Service Charges for the then current Advantage 360 Term, (b) Client must still pay the full Service Charges and fees due under the applicable Order; (c) ADVANTAGE will terminate the Services, and (d) Client is not terminating its other obligations under this Master Agreement. Upon cancellation of the Advantage 360 Services, ADVANTAGE will not be responsible for providing any services, including backup, anti-virus, hardware warranty assistance, or remote support.

9.2 SURVIVAL. The following provisions will survive termination or expiration of this Master Agreement: (a) any obligation of Client to pay fees incurred before termination; (b) Articles 1, 3, 5, 6, 7, 8, 11, 12, 13, 14, 18, 19, 20, 21, 22, 25, 26, and 27; and (c) any other provision of this Master Agreement that must survive to fulfill its essential purpose.

Article 10

10.0 EQUIPMENT INSTALLATION. The installation of Equipment may be an essential part of the Services. When Equipment is requested, an Order will be created for the Client. Client will make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any Equipment as specified by ADVANTAGE and that which is required to provide the Services. In addition, Client will provide ADVANTAGE with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Equipment at the Client locations identified in an Order. Client will not charge ADVANTAGE, and will ensure that ADVANTAGE does not incur, any fees or expenses whatsoever in connection with Client's provision of space, power, or access, or otherwise in connection with Client's performance of its obligations under this Section 10; and any such fees or expenses charged will be borne solely by Client. Provided that Client properly performs all necessary site preparation and provides ADVANTAGE with all required consents, ADVANTAGE will use commercially reasonable efforts to install the Equipment and provide the Service in accordance with the requested Service start date indicated on the Order. Client will pay ADVANTAGE any additional installation fees at ADVANTAGE's then prevailing rates if ADVANTAGE is unable to install the Equipment and provide the Service in accordance with the agreed upon schedule as a result of: (i) Client's (or its End User's) failure to deliver any required materials, supplies, or information to ADVANTAGE; or (ii) ADVANTAGE not being able to obtain access to Equipment or software at the installation location as necessary for installation of the Service or Equipment., then.

Article 11

11.0 RIGHT OF ENTRY

11.1 Client will obtain and maintain, or ensure that each client employee or office to whom the Service Will be provided, or who will use the Service, as applicable (each an "End User"), will obtain and maintain such consents (including without limitation landlord and landowner consents) as are necessary to timely permit, and will timely permit, ADVANTAGE personnel to install, deliver, operate and maintain the Service

and Equipment at Client's and any Client End User's offices. Client must provide a safe, non-threatening environment for ADVANTAGE's engineers to provide service and installation. Service may be denied if the environment is deemed unsafe by ADVANTAGE. If ADVANTAGE is not given a non-threatening environment, then Client will pay ADVANTAGE any additional installation fees at ADVANTAGE's then prevailing rates, and ADVANTAGE will have the right to terminate this Master Agreement.

11.2 RIGHT OF ENTRY – OWNED PREMISES. If Client is the owner of the premises where the Services will be provided (the "Premises"), the following additional terms will apply:

(i) **System; Services.** Client hereby grants to ADVANTAGE the non-exclusive right to install, operate, inspect, maintain, modify, repair, replace, relocate, and remove cabling, mounting solutions, and technology-system related components referenced in any Order or in the defined scope of work by ADVANTAGE (the "System").

(ii) **Alteration to Premises.** ADVANTAGE will not be responsible for any damage not directly caused by it. ADVANTAGE may be responsible for damages directly caused by its faulty workmanship, subject to LIMITATION OF LIABILITY in Section 22, provided that the boring of holes or insertion of fasteners through the surface of walls, cabinets, desks, or ceilings for attachment of peripheral equipment or cabling is part of normal workmanship and will not be deemed damages.

(iii) **Right of Entry Term.** Section 11.1 and Section 11.2 will remain in full force and effect for at least as long as ADVANTAGE provides any Service to any occupant of the Premises, plus an additional 90 days to affect any removal of any Equipment for that which ADVANTAGE has an ownership interest.

Article 12

12.0 PROPRIETARY RIGHTS. All ADVANTAGE materials including, but not limited to, any ADVANTAGE Equipment (including related firmware), software, data and information provided by ADVANTAGE, any identifiers or passwords used to access the Services and Equipment or otherwise provided by ADVANTAGE, and any know-how, methodologies, processes, copyrights, trademarks, patents, trade secrets, used by ADVANTAGE to provide the Services (collectively "ADVANTAGE Materials") are and will remain the sole and exclusive property of ADVANTAGE. Client will not acquire any interest in the ADVANTAGE Materials by virtue of this Agreement. Client may use the ADVANTAGE Materials solely for Client's use of the Services. Client may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the ADVANTAGE Materials, in whole or in part, or use them for the benefit of any third party. Client will not open, alter, misuse, tamper with or remove the ADVANTAGE Equipment as and where installed by ADVANTAGE, and will not remove any markings or labels from the ADVANTAGE Equipment indicating ADVANTAGE ownership or serial numbers. If software is provided to Client ("Software"), ADVANTAGE grants Client a limited, revocable, non-exclusive, and non-transferable license to use such Software, solely for the purpose of using the Service for Client's internal business purposes during the Term.

12.1 FEEDBACK. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict ADVANTAGE's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Client or the individual providing such Feedback. "Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.

Article 13

13.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS. ADVANTAGE has the right, but not the obligation, to upgrade, modify, and enhance the ADVANTAGE network (including ADVANTAGE Equipment and related firmware) and the Service and take any action that ADVANTAGE deems appropriate to protect the Services and ADVANTAGE Equipment. ADVANTAGE may perform maintenance that may affect the availability or functionality of all or part of the Services at any time. Any impact on the Services as a result of maintenance is not a breach of this Master Agreement by ADVANTAGE. ADVANTAGE will have the right, but not the obligation, to monitor and record oral communications with the Client regarding Client's account or Services for the purpose of service quality assurance.

Article 14

14.0 ADVANTAGE 360. Advantage 360 is your IT management plan. In this Section 14 you will find terms and conditions specific to Advantage 360.

14.1 TERM and RENEWAL. Advantage 360 will commence on the acceptance of an Order that includes Advantage 360 Services. The Initial Term for the Advantage 360 Order and Services will be 1 year from the Effective Date. **UPON THE EXPIRATION OF THE INITIAL TERM THIS MASTER AGREEMENT AND ORDER WILL AUTOMATICALLY RENEW ON AN ANNUAL BASIS (EACH ADDITIONAL YEAR A "RENEWAL TERM"), UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF NONRENEWAL TO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT INITIAL TERM OR RENEWAL TERM, AS APPLICABLE.**

14.2 PAYMENT OF SERVICE CHARGES. Client is responsible for all Service Charges, and hereby authorizes ADVANTAGE to obtain payment of all such Service Charges in accordance with the payment information provided by Client on any Advantage 360 Order. Payment for the Service Charges respective to Advantage 360 are due on the 1st day of each month. Payment will be automatically made by credit card, debit card, or ACH transaction. Payment for equipment is due at the time of order. Payment for on-demand services (remote or onsite service) will be billed to your payment method upon completion of service. If your payment and biographical information is not accurate, current, and complete, and you do not notify us promptly when such information changes, we may suspend or terminate your Service with 30 days' notice.

14.3 SERVICES. The Core Services in Section 14.3(A) will be provided at the respective Service Charge rate provided for in the Advantage 360 Order. ADVANTAGE may provide On Demand Services outlined in Section 14.3(B) at the then current prevailing Service Charge rates. On Demand Services are provided at a discounted Service Charge rate based on the Client's Advantage 360 plan.

14.3(A) CORE SERVICES. Core Services are included within the regular Service Charge. There are no additional Service Charges for the items listed as Core Services in this Section 14.3(A).

- (i) **TECHNICAL SUPPORT.** Support is available to resolve any issues regarding your current setup during our normal support hours of 8:00 AM to 6:00 PM Eastern Time, which may from time to time be amended and with allowance for nationally recognized holidays or specific closures related to staff training or other business reasons. When there is a technical issue with your Current Setup (as defined below), we will remote in and diagnose the problem, and will make all commercially reasonable efforts to correct the issue remotely. "Support" is defined as help or assistance with your Current Setup. "Current Setup" is defined as the existing computers or devices that are inventoried on the Advantage 360 Order, with the existing operating system in its current version, with all installed software and peripherals in their current version (both hardware and software).

ADVANTAGE does not configure or provide Support or Service for items that are not associated with Advantage 360, or for any consumer grade content including, but not limited to, photo applications, music playing applications, and chat or messaging applications.

- (ii) **VENDOR COORDINATION.** ADVANTAGE will coordinate and work directly with your vendors to provide technical service and collaboration as needed, provided that we have been informed of such vendors in advance, the vendors are on our approved list, that you have a maintenance or support contract in place with the vendor (if applicable) and have a letter of agency from you and the vendor on file.
- (iii) **DISCOUNTED SERVICE.** As an Advantage 360 Client, you will receive a DISCOUNTED SERVICE RATE, for both Remote and Onsite work (as discussed in Section 14.3(D)).
- (iv) **SECURITY MANAGEMENT.** ADVANTAGE provides a layered security management approach, including the following services as part of Advantage 360:
 - a. Anti-virus and anti-malware, with all necessary updates, on all servers and workstations that are included and inventoried on your Advantage 360 Order. All servers and workstations need to be properly inventoried by you so that we can deploy the security suite. It is your responsibility to ensure that we have an updated list of all servers and workstations that you want included in your Order. While the anti-virus system that we use allows us to prevent many viruses it is not an absolute guarantee that your system will be virus free.
 - b. Operating system updates and patch management. ADVANTAGE will configure your system to accept updates for the core operating system on all servers and workstations that are properly inventoried and where the operating system allows for such patch and update management.
 - c. Application updates and patch management. ADVANTAGE will configure your system to accept updates from various applications (such as Microsoft Office, Adobe, etc.) on all servers and workstations that are properly inventoried and where the app allows for such patch and update management.
 - d. Website restriction and content filtering. ADVANTAGE will administer a device to block custom Client-selected websites such as social media as well as dangerous or offensive sites. It is important that you have policies in place to make sure your team is not attempting to visit harmful websites. ADVANTAGE will only attempt to block those websites and content that you select and inform us of.
 - e. ADVANTAGE will also provide a dedicated firewall and security appliance, secure WiFi, and managed switches as outlined in Section 14.3.A.vii
- (v) **BACKUP MANAGEMENT.** ADVANTAGE will provide you with local and cloud backup of systems that ARE SELECTED AND SPECIFIED BY YOU for backup services, including:
 - a. **LOCAL BACKUP SERVICE.** ADVANTAGE will implement, configure, and monitor your local backup system to an external backup device attached directly to your server (such as a USB Hard Drive, NAS, DAS, etc). ADVANTAGE will advise you and attempt to correct any problems detected with your backup. It is important that you monitor your backup system, to make sure there are no issues that have not been detected by our Support team. For full terms and conditions regarding local backup see Section 19.0.
 - b. **CLOUD BACKUP SERVICE.** ADVANTAGE will implement, configure, and monitor a cloud backup system. ADVANTAGE will advise you and attempt to correct any problems detected with your backup. It is also important that you monitor your backup system, to make sure there are no issues that have not been detected by our remote operations center. The cloud backup system performs backup on “critical” systems and programs but does not backup all data and configurations. For full terms and conditions regarding cloud backup see Section 19.0.

- (vi) **NETWORK MANAGEMENT.** ADVANTAGE will deploy a network monitoring system that detects and prevents certain technical problems. The system makes best efforts to report issues to our support center, where appropriate action can be taken. While this platform allows us to see and avoid many issues with your technology, it is not an absolute guarantee that your system will be issue free. There may be issues that cannot be detected, particularly as related to proprietary, auxiliary, and ancillary systems (i.e., industry specific software systems, imaging systems, etc.). Anytime there is a question regarding your system, report it to our Support team immediately.
- (vii) **SMART INFRASTRUCTURE - MANAGED FIREWALL, WIRELESS ACCESS POINT (WIFI), AND NETWORK SWITCHES.** ADVANTAGE will provide a firewall, wireless access point, and network switches. ADVANTAGE will manage and update the software components at ADVANTAGE's sole discretion. Such devices are ADVANTAGE Equipment, owned by ADVANTAGE, LEASED TO THE CLIENT AS PART OF THIS AGREEMENT, and to be returned to ADVANTAGE or purchased from ADVANTAGE in the event of termination of this Agreement. The management and updates for these devices will be immediately terminated in the event this Agreement is terminated. All configurations, operations, and formats implemented by ADVANTAGE are the proprietary work of ADVANTAGE will be removed in the event of termination. Hardware warranties are included with the equipment and provided by the hardware manufacturer. If equipment requires onsite service, such services are billed as a Service Call (as defined below). To the extent ADVANTAGE utilizes a CloudPlus machine to supply backup services or any other services in this Section, such use is subject to Section 17 of this Master Agreement.
- (viii) **CLOUD MANAGEMENT** – ADVANTAGE will provide management (adding users, removing users, password resets, and vendor coordination) for cloud services (such as Microsoft 365, GoToMyPC, Private Cloud, Etc.) that are specifically purchased via Advantage 360.

14.3(B) ON DEMAND SERVICES. On Demand Services are available to Advantage 360 Clients at a discounted rate.

- (i) **SERVICE RATES.** Effective 1/1/2022, the following service rates apply:
 - a. **STANDARD SERVICE RATE (Non-Advantage 360 Clients) - \$250 / hour**
 - b. **DISCOUNTED SERVICE RATE (Advantage 360 Clients) - \$125 / hour**
- (ii) **CONSULTING SERVICE.** ADVANTAGE provides consulting services for vendor evaluations, strategic planning services, and complex project planning and technology build outs. Such services are billed at the **DISCOUNTED SERVICE RATE**.
- (iii) **SERVICE CALLS.** "Service Call" is defined as an "add, move, or change" of the Current Setup. System changes, software updates, upgrades, installation of new Equipment or configuration changes require an Onsite Service Call or Remote Service Call. This includes operating system updates, installation of any new devices or peripherals, practice management, imaging system updates, and any software or network configuration that must be done on multiple workstations.
 - a. **REMOTE SERVICE CALLS.** ADVANTAGE uses Remote Service Calls when practical to help reduce both parties' costs. Examples include installation of new software or upgrades to existing software. A full report of all work performed on a Remote Service Call will be included with the email copy of the invoice.
 - b. **ONSITE SERVICE CALLS.** ADVANTAGE uses Onsite Service Calls when a Remote Service Call is not practical. Example would be the installation of a new computer, mount, cabling, or other items that require extensive onsite physical interaction. Onsite Service Calls are billed at the **DISCOUNTED SERVICE RATE**. Travel expenses are included and **are not** charged for Clients on Advantage 360 plans that are located in the Primary Service Areas (as described in a quote or Order) during normal business hours. Client that are in the Extended Service Areas (as described in a quote or Order) are charged at the **DISCOUNTED SERVICE RATE**, door to door. There is a 2-hour minimum on all Onsite Service calls. A full report of all work performed on an Onsite Service Call will be included with the email copy

of the Service Charges.

14.4 AFTER HOURS SUPPORT. ADVANTAGE provides after-hours support to Clients on Advantage 360 plans for an additional fee, charged only when the after-hours support is requested by a client. After-hours Services are billed at the **STANDARD SERVICE RATE. All remote work, travel, and onsite time for after-hour support is billed at the Standard Service Rate. Travel fees are not waived for after-hours support, including for weekend onsite time. REGULATORY COMPLIANCE.** THIS AGREEMENT IS DESIGNED TO MEET MANY OF THE SAFEGUARDS SET FORTH IN THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED, AND ITS ACCOMPANYING REGULATIONS (“HIPAA”). CLIENT AGREES, ON BEHALF OF ITSELF AND ITS END USERS, THAT THEY WILL UTILIZE THE TOOLS THAT ARE PROVIDED AS PART OF ADVANTAGE 360 AND WILL NOT CIRCUMVENT THE SYSTEMS IN PLACE BY UTILIZING OTHER APPLICATIONS (FOR EXAMPLE, OTHER REMOTE ACCESS METHODS, CONSUMER E-MAIL, VPNS, ETC.). AS A “COVERED ENTITY” SUBJECT TO HIPAA, BEING ON ADVANTAGE 360 DOES NOT PROVIDE “HIPAA COMPLIANCE”. RATHER, THE SERVICES OFFERED (IT MANAGEMENT AND SUPPORT) ARE BEING PROVIDED TO HELP SUPPORT HIPAA COMPLIANCE. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE ITS INDIVIDUAL NEEDS AND ACTIONS TO BECOME AND REMAIN COMPLIANT WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING HIPAA.

14.5 BACKUP AND DISASTER RECOVERY SOLUTIONS. As part of Advantage 360, ADVANTAGE provides managed backup solutions. These vary depending on the level of service provided and the location of the data. Expectations and estimates provide in this Agreement are not guarantees or warranties regarding the recoverability of data or downtimes.

14.5(A) FLAT FILE BACKUP. Flat file backup is supported on servers. An encrypted copy of your information is kept on a local storage device and in a cloud storage system. ADVANTAGE implements a program to run backups so that they are updated every night. In the event of server failure, Client will open a support ticket with ADVANTAGE, who will attempt to recover the existing server. If the server is not recoverable, the server will be repaired, and a copy of the local backup will be restored. If the local backup cannot be restored, then the cloud-based backup will be restored upon server repair. It is important to note that estimated downtime is based on the time from a server operating system being repaired where we can begin to restore the client data. Expected data loss is whatever data was modified between the last backup (the night prior to failure) and the point of system crash.

14.5(B) IMAGE BASED BACKUP WITH CLOUD PLUS BDR SOLUTION. Complete image backup is supported with the BDR (“Backup Disaster Recovery”). A copy of the managed server will be hosted on the CloudPlus BDR device and in a cloud storage system, updated periodically. In the event of server failure, client will open a support ticket with ADVANTAGE, who will attempt to recover the existing server. If the server is not recoverable, the BDR solution will be brought online, and the client can work as normal off of the BDR solution. However, while you work off of the BDR solution, THERE ARE NO BACKUPS. You agree to move all important data off of the BDR solution as soon as possible. We will not be liable for any lost data due to your failure to move data from the BDR solution as soon as possible. Once the main server is repaired, the data will be migrated from the BDR to the main server.

Article 15

15.0 PROJECT

15.1 EQUIPMENT INSTALLATION. During a Project ADVANTAGE will install Equipment. Please refer to Section 10.0 regarding Equipment Installation. Also, during a Project it will be necessary for our engineers to have access to the premises. Please refer to Sections 11.1 and 11.2 regarding right of entry. If you have existing equipment that you would like us to integrate onto your network, we are able to accommodate you as long as the equipment is presented in the Order and to the lead engineer prior to the beginning of the project, and adequate time is available to accommodate your request. If you would like us to install Equipment that is not on the Order, there will be an addition Service Charge.

15.2 INSTALLATION WARRANTY. Provided that you purchase Advantage 360 in conjunction with the Project, you receive 30 days of Service Calls at no additional charge

15.3 MANUFACTURER EQUIPMENT WARRANTY. All servers, laptops, and workstations carry the manufacturer's warranty. These warranties are provided by the manufacturer through your purchase from ADVANTAGE. ADVANTAGE does not directly provide a warranty for the hardware.

15.4 CLIENT SUPPLIED EQUIPMENT. If you purchase Equipment on your own, we can complete the installation. However, we cannot give flat rate installations on Client-supplied equipment because of the incalculable level of involvement related to third-party equipment. Additionally, because we thoroughly test all Equipment that we sell, and have no control over Client-purchased equipment, we do not provide our initial 30-day installation warranty on projects with equipment not purchased through ADVANTAGE. For client-supplied equipment, our team will not assist with direct purchases, such as providing make, model, or specification recommendations. There may be instances when Client-purchased equipment is not functional or compatible. Please note that non-Windows equipment or equipment that runs in a non-Windows environment (Apple or Mac products, for example) is not eligible for certain Services.

Article 16

16.0 REFRESH. During an ADVANTAGE Refresh will install software to remotely monitor and provide Support to your system. It may be necessary to procure Equipment and additional Software. Once any Equipment and Software are procured, you will have an engineer assigned to your Refresh. You will be billed at the **standard service rate**.

Article 17

17.0 CLOUD PLUS BDR. The CloudPlus BDR system allows Clients to utilize the "cloud" to store critical data and maintains local storage onsite. ADVANTAGE will provide Client with complete onsite data storage and virtual server services which are regularly and automatically synchronized to ADVANTAGE's third-party data center. All data is the property of client.

17.1 ADVANTAGE PROPRIETARY EQUIPMENT. The CloudPlus BDR system is exclusive and proprietary to ADVANTAGE. Client acknowledges that the CloudPlus BDR appliance, all of its accessories, and all CloudPlus BDR physical and digital systems are owned by ADVANTAGE and are ADVANTAGE Material

and ADVANTAGE Equipment. As such, Clients are strictly prohibited from accessing, modifying, or tampering with the CloudPlus BDR appliance. Further, Client acknowledges and agrees that the original shipping container for the CloudPlus BDR appliance must be kept in its entirety onsite at the Client site.

Article 18

18.0 TELEPHONE, INTERNET SERVICE, and OTHER PROVIDERS. ADVANTAGE does not directly provide telephone or internet service. ADVANTAGE expressly states that it is not a provider of telephone or internet services and disclaims any liability relating to Client's relationship with all third-party providers, including telephone or internet service providers. In the event ADVANTAGE discusses, recommends, or introduces a Client to a third-party provider, Client understands and agrees that ADVANTAGE is not acting as an agent of the third-party provider or a fiduciary of Client.

Article 19

19.0 LOCAL and CLOUD BACKUP TERMS AND CONDITIONS. It is your responsibility to timely advise us, in writing, of new additional data which needs to be included in ongoing backup obligations. We are not responsible for Client's failure to timely provide written notice to us of additional backup needs. Likewise, to the extent that you direct us to cease all, or a portion of, our backup services with respect to any software or files, we are not responsible, for any loss of data which you directed us to cease from backing up. To the extent that new software, data, information, or files are added to your system, it is your obligation to timely advise us in writing and provide written direction that we backup the new files, software, data, or information. ADVANTAGE is not responsible for Client's failure to timely provide written notice under this Section. Client understands that ADVANTAGE will make reasonable efforts to maintain the integrity of the backup system, but also understands that you are ultimately responsible for the integrity of your backup system, including but not limited to maintaining a suitable on-site backup, checking backup logs, and taking other reasonable data preservation measures. Client agrees that ADVANTAGE is not liable for any failure of the backup system or the Client's failure to utilize it properly.

Article 20

20.0 INDEMNIFICATION. Client agrees to defend, indemnify, and hold harmless ADVANTAGE, its affiliates, its service providers and suppliers, and all of their respective officers, directors, employees, and agents, from and against all liabilities, losses, costs, damages and expenses, including reasonable attorneys' and other professionals' fees, from any third party claim arising out of or relating to: (a) the alleged or actual use, misuse of, or failure of the Service or the Equipment, including but not limited to any incident or breach of confidentiality, data, or individually identifiable health information; or (b) personal injury, death, property damage, or tort from any cause, including but not limited to claims by Client's employees, agents, tenants, or invitees.

Article 21

21.0 DISCLAIMER OF WARRANTY. CLIENT ASSUMES FULL RESPONSIBILITY FOR USE OF THE SERVICE AND EQUIPMENT USES THEM AT ITS OWN RISK. ADVANTAGE EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE OR EQUIPMENT AND ADVANTAGE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE, ADVANTAGE

EQUIPMENT, EQUIPMENT, AND ADVANTAGE MATERIALS ARE PROVIDED “AS IS,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY ADVANTAGE, ITS AFFILIATES, OR ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. ADVANTAGE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR EQUIPMENT: (a) WILL MEET CLIENT’S REQUIREMENTS, (b) WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, (c) WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OR LOSS OF CONTENT, DATA, OR INFORMATION AT ANY TIME, or (d) WILL PERFORM AT A PARTICULAR SPEED. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS MAY NOT BE SECURE, AND THAT ANY DATA, MATERIAL, OR TRAFFIC CARRIED, UPLOADED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR EQUIPMENT IS DONE AT CLIENT’S OWN DISCRETION AND RISK. CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT’S OR AN END USER’S COMPUTER SYSTEM OR EQUIPMENT OR FOR LOSS OF DATA, MATERIAL, OR TRAFFIC DURING, OR THAT RESULTS FROM, CLIENT’S OR ITS END USERS USE OF THE SERVICE OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, CLIENT’S OR END USER’S SENDING, RECEIVING, UPLOADING, OR DOWNLOADING OF SUCH DATA, MATERIAL, OR TRAFFIC. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT ADVANTAGE’S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CLIENT UNDER THIS AGREEMENT AND ADVANTAGE DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ADVANTAGE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR EQUIPMENT WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) ADVANTAGE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR EQUIPMENT WILL BE SECURE FROM HACKING, RANSOMWARE, OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

Article 22

22.0 LIMITATION OF LIABILITY. IN NO EVENT WILL ADVANTAGE BE LIABLE TO CLIENT, AN END USER, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT. ADVANTAGE’S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE LESSER OF: (a) THE FEES PAID FOR INSTALLATION OF EQUIPMENT UNDER THE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM, OR (b) ONE MONTH OF REGULAR SERVICE CHARGES PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT WILL ADVANTAGE’S AFFILIATES, THIRD-PARTY SERVICE PROVIDERS, OR SUPPLIERS HAVE ANY LIABILITY TO CLIENT. ADVANTAGE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING: (a) THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, (b) THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER, AND (c) ANY FAILURE OR FAULT RELATING TO CLIENT-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE CHARGES WOULD BE MATERIALLY HIGHER WITHOUT THE LIABILITY LIMITATIONS CONTAINED IN THIS MASTER AGREEMENT. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS ARE REASONABLE.

Article 23

23.0 FORCE MAJEURE. Notwithstanding anything to the contrary contained herein, ADVANTAGE will have no liability and no delay, failure, or default will constitute a breach of this Agreement, due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, earthquake, tornado, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, strikes, labor disputes, riots, pandemics, epidemic, governmental order, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event").

Article 24

24.0 REGULATORY AND LEGAL CHANGES. In the event of any change in applicable law, regulation, decision, rule, or order, including without limitation any new application of or increase in government- or quasi-government-imposed charges that increases the costs or other terms of ADVANTAGE's delivery of Service or Equipment to Client, or, in the event of any increase in charges applicable to any facilities used by ADVANTAGE in providing the Service or Equipment, Client acknowledges and agrees that ADVANTAGE may pass through to Client any such increased fees or costs, with or without notice. In addition, if ADVANTAGE determines that offering or providing the Service has become impracticable for legal or regulatory reasons or circumstances, then ADVANTAGE may terminate this Master Agreement as to any or all of the Service and may terminate any affected Orders, without liability by giving Client 30 days' prior written notice.

24.1 This Master Agreement, its Attachments and each Order are subject to applicable federal, state, or local laws and regulations in effect in the relevant jurisdictions in which ADVANTAGE provides the Services. If any provision of this Master Agreement, its Attachments, or any Order contravene or are in conflict with any applicable law or regulation, then the terms of this Master Agreement, its Attachments, and any Orders will take priority over the relevant provision of such law or regulation, to the extent possible.

24.2 It is understood and agreed that if Client is a "covered entity" under HIPAA and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated at 45 CFR Parts 160 and 164, and ADVANTAGE is defined as a Business Associate of Client, the use or disclosure of any person's protected health information is governed by the Business Associate Agreement, found at www.adv-tech.com/clientcare.

Further, Client understands that there are certain requirements of HIPAA for covered entities, including but not limited to the need for a compliance officer, performance of a risk analysis, implementation of policy and procedures, login monitoring and password protocols, protection from malicious software, data backup plan, disaster recovery plan, proper data disposal procedures, and security updates to software and hardware. Client releases and indemnifies ADVANTAGE for any claims against ADVANTAGE related to noncompliance with HIPAA, HITECH, and their associated regulations.

Article 25

25.0 ENTIRE AGREEMENT. This Master Agreement along with any Attachments and Orders set forth the entire agreement between the Parties and supersedes all prior or contemporaneous writings,

negotiations, and discussions with respect to its subject matter. Neither Party has relied upon any such prior or contemporaneous communications.

Article 26

26.0 ORDER OF PRECEDENCE. Each Service will be provisioned pursuant to the terms and conditions of this Master Agreement. To the extent that the terms of any Attachment or Order are inconsistent with the terms of this Master Agreement, the terms of this Master Agreement will control.

Article 27

27.0 MISCELLANEOUS. This Master Agreement will be governed and construed in accordance with the laws of the State of Michigan, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. Any action or claim to enforce this Master Agreement will be held and resolved in a forum in the State of Michigan. If any portion of this Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties and the remainder of this Master Agreement will remain in full force and effect. No waiver of any breach or default will be a waiver of any preceding or subsequent breach or default. Client may assign this Master Agreement, with the prior written consent of ADVANTAGE, as part of a change in control or ownership of the business or the entity provided that: (a) Client is current on all payments (meaning that no balance is older than 30 days); and (b) the person(s) to obtain Client's rights under this Master Agreement: (i) agrees with ADVANTAGE in writing to assume all of Client obligations under this Master Agreement; and (ii) meets the creditworthiness and other preconditions that would apply at the time to a new Client under similar circumstances. If all preconditions in (a) and (b) are not met, we may treat the Master Agreement as terminated under Section 9. ADVANTAGE may assign its rights and obligations under this Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Client. Client understands and agrees that, regardless of any such assignment, the rights, and obligations of ADVANTAGE under this Agreement may accrue to, or be fulfilled by, any affiliate, as well as by ADVANTAGE or its subcontractors. Client may not issue a press release, public announcement, or other public statement regarding this Master Agreement without ADVANTAGE's prior written consent. Excluding any third-party claims, claims under this Master Agreement must be initiated not later than two years after the event giving rise to the claim occurred. There are no third-party beneficiaries to this Master Agreement. The Parties are independent contractors with respect to each other. This Master Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. ADVANTAGE may amend, change, or alter this Master Agreement. Such amendment, change or alteration will become effective upon the earlier of: (1) delivery of an updated Master Agreement, or (2) use of the Services after the effective date of the revised Master Agreement. Upon entering into each new Order, the then current Master Agreement will become the existing and valid Master Agreement without requiring a new signature. Client acknowledges and agrees to the then current Master Agreement upon entering into each new Order. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.