

**ADVANTAGE TECHNOLOGIES CONSULTING, INC.
MASTER SERVICES AGREEMENT**

SECTION 1: AGREEMENT PARTIES

1.1 Parties to the Agreement. This Master Services Agreement (“Agreement”) is entered into by and between Advantage Technologies Consulting, Inc., a corporation organized and existing under the laws of the State of Michigan, with its principal place of business located at 34350 23 Mile Road Suite C, Chesterfield, MI 48047, hereinafter referred to as “Advantage,” and the entity or individual who has executed any order form or entered into any agreement for services provided by Advantage, hereinafter referred to as “Client.” 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 signed any Order.

1.2 Recognition of Agreement. By signing any order form or entering into or continuing with any services, the Client acknowledges and agrees to be bound by the terms and conditions of this Agreement. This Agreement represents the entire understanding between Advantage and the Client concerning the provision of IT management, projects, and related services, and it supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, between the parties.

SECTION 2: SCOPE OF SERVICES AND ORDER ACCEPTANCE

2.1 Service Provision. Advantage agrees to provide services (“Services”) to the Client pursuant to any order (“Order”) that is accepted by the Client. Services may consist of a combination of these items as specified in each Order. These Services may include, but are not limited to, the following:

- a. New Equipment: Equipment purchased by the Client from Advantage as part of an Order.
- b. Project: An installation project undertaken by Advantage.
- c. Advantage 360: Ongoing IT management services provided by Advantage.
- d. Leased Equipment: Equipment leased to the Client by Advantage as part of Advantage 360

2.2 Governing Agreement. All Services provided by Advantage, including those listed above, shall be governed by the terms and conditions of this Master Services Agreement. Each Order shall be deemed to form a part of this Agreement and shall be subject to its terms.

2.3 Cancellation and Reimbursement. If the Client cancels an Order before the delivery of Services, and such cancellation results in costs incurred by Advantage, the Client shall be responsible for reimbursing Advantage for the actual costs incurred.

SECTION 3: TERM AND TERMINATION

3.1 Term. This Agreement shall become effective on the date when the Client signs any Order that includes services to be provided by Advantage. The signing date of the Order shall be deemed the effective date of this Agreement. If the Order includes Advantage 360, the initial term of this Agreement shall be one (1) year from the effective date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of its intention not to renew at least thirty (30) days prior to the end of the then-current term.

3.2 Termination by Client for Convenience. The Client may terminate this Agreement for convenience by providing a written notice of termination to Advantage. Such notice must be given at least thirty (30) days prior to the desired termination date. If the Client wishes to terminate the Agreement prior to the end of the current term, the Client must provide thirty (30) days written notice, returned all Leased Equipment, and pay a cancellation fee equal to the full agreement amount remaining through the end of the term.

3.3 Termination by Client for Cause. If there is a material breach of this Agreement by Advantage, and Advantage fails to remedy such breach within thirty (30) days of receiving written notice from the Client outlining the nature of the breach, the Client may terminate this Agreement without further notice or payment, except for the obligation to return any Leased Equipment to Advantage. This termination right is subject to the Client having provided clear and sufficient notice of the breach and the thirty (30) day remedy period having elapsed without satisfactory resolution.

3.4 Termination by Advantage. Advantage reserves the right to terminate this Agreement if technical or business considerations make it impractical or unfeasible for Advantage to continue providing services. Such termination is subject to providing the Client with a written notice at least thirty (30) days prior to the intended date of termination. This clause is intended to offer flexibility to Advantage in managing its service commitments under circumstances where continued service provision is hindered by practical considerations, while still ensuring that the Client receives reasonable notice to seek alternative services.

SECTION 4: CLIENT OBLIGATIONS

4.1 Use of Services. The Client agrees to use the Services, New Equipment, and Leased Equipment in accordance with all applicable laws and the terms of this Agreement. The Client shall not resell or distribute the Services or Leased Equipment without the express written consent of Advantage.

4.2 No Liens on Leased Equipment. The Client agrees that no liens, encumbrances, or legal claims will be allowed or asserted against the Leased Equipment by the Client or any third party during the term of this Agreement. The Leased Equipment remains the property of Advantage and is provided to the Client on a lease basis only.

4.3 Data Backup and Software. Prior to any work performed by Advantage, it is the Client's responsibility to backup all data, software, and information stored on their systems. Advantage will not be responsible for any loss or damage to the Client's data, software, or information that occurs as a result of the Client's failure to adequately backup such data, software, or information. The Client acknowledges that it is solely responsible for any lost or corrupted data and agrees to hold Advantage harmless from any claims related to such loss or corruption.

4.4 Service Activation and Security. The Client agrees to take all commercially reasonable actions necessary to install and activate the Services, Leased Equipment, or New Equipment. The Client shall provide adequate facilities to securely house and operate their equipment and is solely responsible for establishing and maintaining security measures, including but not limited to codes and passwords, to restrict access to their equipment used in conjunction with the Services. The Client is solely responsible for all fraudulent, unauthorized, illegal, or improper use of the Services and/or Equipment.

4.5 Responsibility for Losses. Client agrees to reimburse, compensate, and pay Advantage for any losses, claims, damages, liabilities, or penalties incurred due to the Client's use of the Services, Leased Equipment, or New Equipment, except for losses caused by Advantage's willful misconduct.

SECTION 5: TAXES

5.1 Tax Responsibility. The Client shall be responsible for all federal, state, and local taxes, fees, charges, surcharges, or similar exactions imposed on the services and products provided under this Agreement. This includes, but is not limited to, state and local sales and use taxes, telecommunications taxes, and regulatory fees to the extent applicable.

5.2 Recovery of Taxes and Fees. Advantage reserves the right to recover from the Client any state or local fees or taxes imposed on Advantage or its services as a result of this Agreement. Such fees or taxes will be billed to the Client.

5.3 Dispute of Tax Liability. In case of any dispute regarding the party liable for fees or taxes under this Agreement, the Client bears the burden of proof to demonstrate that such fees or taxes should be imposed on Advantage. The Client must provide all necessary documentation to claim exemption from taxes or fees before the commencement of Services under this Agreement. If the exemption claim is invalidated for any reason, the Client agrees to reimburse Advantage for any related tax, fee liabilities, interest, and penalties.

5.4 Determination and Collection of Taxes. Advantage has the sole discretion to determine what fees, taxes, and surcharges are due, and to collect and remit them to the relevant governmental authorities, or pass them through to the Client. The Client waives any claims it may have regarding Advantage's collection or remittance of such fees, taxes, and charges.

SECTION 6: NOTICES

6.1 Delivery of Notices. Any notice required or permitted under this Agreement must be in writing. A notice shall be considered as having been duly given when it is delivered, either via email or through physical delivery.

6.2 Notice to Client. Notices to the Client shall be delivered to the electronic email address specified in the most recent Order or to the most recent address on file with Advantage.

6.3 Notice to Advantage. All notices to Advantage must be in writing and sent to the following address: Advantage Technologies, Attn: Administration, 34350 23 Mile Rd. Suite C, Chesterfield, MI 48047.

SECTION 7: ADVANTAGE PROPRIETARY RIGHTS

7.1 Ownership of Materials. All materials provided by Advantage, including Leased Equipment, software, data, information, identifiers, passwords, methodologies, processes, copyrights, trademarks, patents, and trade secrets (collectively referred to as "Advantage Materials"), shall remain the exclusive property of Advantage.

7.2 Usage Restrictions. The Client is authorized to use the Advantage Materials solely for utilizing the services provided by Advantage. The Client is prohibited from disassembling, decompiling, reverse engineering, reproducing, modifying, or distributing the Advantage Materials, or using them for the benefit of any third party.

7.3 Equipment Handling. The Client shall not open, alter, misuse, tamper with, or remove the Leased Equipment as installed by Advantage, nor remove any markings or labels indicating Advantage ownership or serial numbers.

7.4 Software License. If software is provided to the Client (“Software”), Advantage grants the Client a limited, non-exclusive, non-transferable license to use such Software solely for the purpose of using the Service for the Client’s internal business purposes during the term of this Agreement.

SECTION 8: MONITORING, EQUIPMENT UPGRADES, AND MODIFICATIONS

8.1 Network and Equipment Modifications Advantage reserves the right to upgrade, modify, and enhance its network, including the leased equipment and related firmware, and take actions to protect the services and the leased equipment.

8.2 Maintenance and Service Availability. Advantage may perform maintenance activities affecting the availability or functionality of the services at any time. Service impacts due to such maintenance do not constitute a breach of this Agreement.

8.3 Monitoring Communications. Advantage has the right to monitor and record oral communications with the Client regarding the Client’s account or services for service quality assurance and training.

SECTION 9: PROJECTS

9.1 Project Installation Warranty. If Advantage 360 is purchased in conjunction with a project, Advantage will remedy any defects in the installation caused by Advantage for a period of 30 days following the installation. Advantage will not be responsible, and provide no warranty for, any technical issues arising from changes to the environment by the Client or any third party vendor acting in conjunction with the Client or with Client authorization.

9.2 Manufacturer Equipment Warranty. All servers, laptops, and workstations are covered by the manufacturer's warranty. These warranties, provided by the manufacturer, are assigned to the client by Advantage. Advantage does not directly provide a warranty for the hardware. Advantage is not responsible for hardware repairs, warranties, or any technical services that may be needed as a result of hardware failure and replacement on the part of any manufacturer.

9.3 Client Supplied Equipment. Installation of client-supplied equipment is possible, but flat rate installations are not offered due to the variable complexity associated with third-party equipment. Advantage does not extend the 30-day installation warranty to projects involving equipment not purchased through Advantage. The team will not assist in direct purchases, including providing specifications or recommendations. Client-purchased equipment may not be functional or compatible, and Advantage will not be responsible for any technical issues that may arise in the Client environment as a result of utilizing Client Supplied Equipment.

9.4 Scope of Work. The scope of work for any flat fee project is governed by the specific items included in the Order. ANY AND ALL SERVICES OUTSIDE OF THE SCOPE OF THE ORDER WILL BE BILLED SEPARATELY.

9.5 Subcontractors. Advantage may, and it’s sole discretion, utilize subcontractors to perform services as part of a project.

SECTION 10: ADVANTAGE 360

10.1 Definition and Term. Advantage 360 is defined as the Client's IT management plan provided by Advantage. The term of Advantage 360 is one year, with automatic renewal, subject to the termination clause outlined earlier in this Agreement.

10.2 Core Services of Advantage 360. Advantage 360 includes the following core services:

- a. **Technical Support:** Available from 8:00 AM to 6:00 PM Eastern Time, excluding holidays and closures. Provides remote diagnosis and resolution of issues with the Client's current setup.
- b. **Discounted Service Rate:** Provides a discount for On Demand Service (specifically, any technical service such as consulting, changes to systems, or any onsite Service) as outlined in section 10.3.
- c. **Security Management:** Includes anti-virus management, operating system updates and patch management, application updates and patch management, a dedicated firewall, secure WiFi with internal and guest SSID, managed switches, and managed Endpoint and Detection and Response (EDR) with a 24/7 Security Operations Center (SOC) and such other systems or solutions that may, at the sole discretion of Advantage, be appropriate for the Client environment.
- d. **Backup and Disaster Recovery Solutions** via either flat file backup or image-based cloud backup, based on the selection contained within the Order.
 - i. **Backup Terms and Conditions:** Client is responsible for timely notification of new data needing backup and for maintaining the integrity of their backup system. Advantage is not liable for backup system failures or improper use by the Client.
- e. **Leased Equipment:** Provision of third-party devices potentially including firewalls, wireless access points, and network switches as specified in the Order, managed and updated by Advantage.
 - i. Includes hardware warranties; onsite service for equipment is billed as a service call.
- f. **Network and Cloud Systems Management:** Deployment of a network monitoring system to detect and prevent technical issues, and management of cloud services purchased via Advantage 360, including user management and vendor coordination.

10.3 On Demand Services. Details of On Demand Services include service rates, after-hours support, and terms for service calls:

- a. **Service Rates:** Effective 1/1/2024, discounted service rate for Advantage 360 Clients is \$125 per hour, and standard service rate for non-Advantage 360 Clients or all after-hours support is \$250 per hour.
- b. **After Hours Support:** After-Hours Support provided to Advantage 360 clients for an additional fee, charged only when after-hours service is requested. Services are billed at the standard service rate, including remote, travel, and onsite time.
- c. **Service Call:** Defined as an "add, move, or change" of the Current Setup. Includes system changes, software updates, new equipment installations, or configuration changes requiring either an Onsite Service Call or Remote Service Call.

10.4 Third Party Providers / Services. Some services may be provided to you directly by our personnel, such as situations in which our personnel install software agents on managed devices or physically install equipment at your premises. These services are distinguishable from services that are provided to you or us by third party providers, who are often referred to in the industry as "upstream providers." In this Master Agreement, we call upstream providers "Third Party Providers" and the services that Third Party Providers provide are called "Third Party Services" or "Enhancements". By way of example, Third Party Services may include help desk services, malware detection and remediation services, firewall and endpoint security-related services, backup and disaster recovery solutions, remote access services, hosted

e-mail and productivity systems, and the provision of software used to monitor the managed part of your network, among others.

- a. **Selection.** As your managed information technology provider, we will select the Third Party Providers that provide services appropriate for your managed information technology environment (the "Environment") and facilitate the provision of those Third Party Services to you. Not all Third Party Services will be expressly identified as being provided by a Third Party Provider. We reserve the right to change Third Party Providers in our sole discretion as long as the change does not materially diminish the Services we are obligated to provide or facilitate under an Order.
- b. **Reseller.** We are resellers and/or facilitators of the Third Party Services and do not provide those services to you directly. For this reason, we are not and cannot be responsible for any defect, act, omission, or failure of any Third Party Service or any failure of any Third Party Provider. Third Party Services are provided on an "as is" basis only. If an issue requiring remediation arises with a Third Party Service, then we will endeavor to provide a reasonable workaround or, if available, a "temporary fix" for the situation; however, we do not warrant or guarantee that any particular workaround or fix will be available or achieve any particular result, or that Third Party Services will run in an uninterrupted or error-free manner.
- c. **Pass Through Increases.** We reserve the right to pass through to you any incremental increases in the costs and/or fees for Third Party Services ("Pass Through Increases"). Since we do not control Third Party Providers or Third Party Services, we cannot predict whether such price increases will occur. Should they occur, we will endeavor to provide you with as much advance notice as reasonably possible.
- d. **Third Party Support.** If, at our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process ("OEM Fees"). If OEM Fees are anticipated in advance, we will endeavor to obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise. We do not warrant or guarantee that the payment of OEM Fees will resolve any particular problem or issue, and it is understood that the resolution process can sometimes require the payment of OEM Fees to narrow (or potentially eliminate) potential issues.
- e. **Third Party Liability.** **UNDER NO CIRCUMSTANCES WILL CLIENT ATTEMPT TO HOLD ADVANTAGE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THIRD PARTY SERVICE PROVIDERS AND CLIENT AGREES THAT THEIR USE OF THE SERVICES WILL BE GOVERNED BY THE MASTER AGREEMENT.**

10.5. Best Effort Services. Advantage commits to providing all services under this Agreement on a "best effort" basis. This means that Advantage will make commercially reasonable efforts to deliver services effectively and efficiently, however, there are no guarantees of specific service levels or performance benchmarks. While Advantage endeavors to maintain high standards in service delivery, the Client acknowledges and agrees that due to the nature of information technology services and various external factors, absolute guarantees of uninterrupted or error-free service cannot be provided. The services are thus offered without any explicit or implied guarantees regarding service levels. The Client understands that the services provided by Advantage are subject to limitations, delays, and other problems inherent in the use of electronic communications and IT services. Advantage shall not be responsible for any delays, delivery failures, or other damage resulting from such problems.

SECTION 11: OTHER PROVISIONS

11.1 Indemnification. Client agrees to defend, indemnify and hold harmless ADVANTAGE, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against all liabilities, losses, costs, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of any third party claim arising out of or relating to (a) the use of the Service, including but not limited to a 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, arising out of this Master Agreement, to the extent of the negligence or willful misconduct of Client or its employees, agents, tenants or invitees.

11.2. DISCLAIMER OF WARRANTY. CLIENT ASSUMES FULL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. ADVANTAGE EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND ADVANTAGE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE, ADVANTAGE LEASED 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 SHALL CREATE ANY WARRANTY. ADVANTAGE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OR LOSS OF CONTENT, DATA OR INFORMATION AT ANY TIME. ADVANTAGE DOES NOT WARRANT THAT ANY SERVICE OR LEASED EQUIPMENT/EQUIPMENT PROVIDED BY ADVANTAGE WILL PERFORM AT A PARTICULAR SPEED. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS MAY NOT BE SECURE. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CLIENT'S OWN DISCRETION AND RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CLIENT'S OR ITS END USERS USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO CLIENT'S OR END USER'S SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, 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.

11.3. LIMITATION OF LIABILITY. IN NO EVENT SHALL ADVANTAGE BE LIABLE TO CLIENT, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF INCOME, ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, REGARDLESS OF WHETHER ADVANTAGE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADVANTAGE'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID FOR INSTALLATION OF LEASED EQUIPMENT/EQUIPMENT UNDER THE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM, OR IF THE SERVICE IS CONTINUING IN NATURE, THE AMOUNT SHALL NOT EXCEED THE THREE (3) MONTHS OF

REGULAR SERVICE CHARGES PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL ADVANTAGE'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CLIENT HEREUNDER. ADVANTAGE SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR 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.

11.4. Waiver of Liability for Admin / Root Access. ADVANTAGE strongly advise you to refrain from providing administrative (or "root") access to the Environment to any party other than ADVANTAGE, as such access by any person other than an ADVANTAGE employee could make the Environment susceptible to serious security and operational issues caused by, among other things, human error, hardware/software incompatibility, malware/virus attacks, and related occurrences. If you request or require us to provide any non- ADVANTAGE personnel (*i.e.*, non- ADVANTAGE employees, vendors, etc.) with administrative or root access to any portion of the Environment, then you hereby agree to indemnify and hold us harmless from and against any and all Environment-related issues, downtime, exploitations, and/or vulnerabilities, as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action (collectively "Claims") arising from or related to any activities that occur, may occur, or were likely to have occurred in or through the Environment at an administrative or root level, as well as any issues, downtime, exploitations, vulnerabilities, or Claims that can reasonably be traced back or connected to activities occurring at the administrative or root level ("Activities") in the Environment provided, of course, that such Activities were not performed or authorized in writing by ADVANTAGE. ADVANTAGE business records shall be final and determinative proof of whether any Activities were performed or authorized in writing by ADVANTAGE.

11.5. Waiver of Liability for Legacy Devices. As used herein, "Legacy Device" means a piece of equipment, device, hardware, or software that is outdated, obsolete, incompatible with industry-standards, and/or no longer supported by its original manufacturer. **IN THE CASE OF SERVERS, WORKSTATIONS, AND LAPTOPS, ANY DEVICES THAT ARE IN EXCESS OF 60 MONTHS OLD AND NO LONGER COVERED BY A MANUFACTURER WARRANTY ARE DEEMED LEGACY DEVICES.** Legacy Devices may cause vulnerabilities in your network, or they may fail from time to time or cause other parts or processes of the Environment to operate improperly or (in some cases) fail. Neither ADVANTAGE nor any Third Party Provider will be responsible for the remediation of issues arising from or related to the existence or use of Legacy Devices in the Environment, and you will hold us and our Third Party Providers harmless from and against all issues, claims, and causes of action arising from or related to the existence or use of Legacy Devices in the Environment. ADVANTAGE strongly advises you to review your company's insurance policies to determine the extent to which the existence of Legacy Devices in the Environment would create an exclusion of insurance coverage in the event of a security-related incident.

11.6. Force Majeure. Notwithstanding anything to the contrary contained herein, ADVANTAGE shall have no liability due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event").

11.7. 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 to Client, or, in the event of any increase in charges applicable to any facilities used by ADVANTAGE in providing the Service, Client acknowledges and agrees that ADVANTAGE may pass through to Client any such increased fees or costs, but only to the extent of the actual increase, provided ADVANTAGE notifies Client at least thirty (30) days in advance of the increase. In addition, if ADVANTAGE determines that offering or providing the Service, or any part thereof, 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 thirty (30) days prior written notice.

- a. This Master Agreement, its Attachments and the Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which ADVANTAGE provides the Services. If any provision of this Master Agreement, its Attachments, or the Order(s) contravene or are in conflict with any such law or regulation, then the terms of this Master Agreement, its Attachments, and/or the Order(s) shall take priority over the relevant provision of such law or regulation, to the extent possible.
- b. It is understood and agreed that if Client is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder 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 adv-tech.com/docs. 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 as a result of not implementing and executing on HIPAA and HITECH compliance matters.

11.8. Entire Agreement. This Master Agreement, including without limitation all Attachments and Orders hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

11.9. Order of Precedence. Each Service shall 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 (material or immaterial) with the terms of this Master Agreement, the terms of this Master Agreement shall control.

11.10. Confidentiality. Unless the Parties otherwise agree in writing, all information disclosed by either Party regarding its business, including its business methods, customers, pricing, software, tools, databases, and the existence and term of this Master Agreement, shall be considered confidential and proprietary information of the disclosing party. The receiving party will use and treat such information with at least a reasonable degree of care, and no less care than it would use for similar information of its own.

SECTION 12 – NON SOLICITATION

12.1. Non Solicitation. The Client agrees not to solicit, hire, engage, or attempt to solicit, hire, or engage any employee or contractor of Advantage directly or indirectly, during the term of this Agreement and for a period of one (1) year following its termination or expiration. This prohibition includes all current and former employees and contractors of Advantage who were employed or contracted during the term of this Agreement. In the event of a breach of this non-solicitation clause by the Client:

- a) Advantage reserves the right to immediately terminate this Agreement without prejudice to any other rights or remedies it may have.
- b) The Client shall be liable to pay the full amount remaining under the term of the Agreement as liquidated damages, not as a penalty, but in no case less than \$5,000 reflecting the reasonable estimated harm to Advantage due to such breach.
- c) The Client shall also be responsible for all legal fees, costs, and expenses incurred by Advantage in connection with the enforcement of this clause.

The parties acknowledge that this non-solicitation clause is reasonable and necessary to protect the legitimate business interests of Advantage and that any breach of this clause would cause substantial harm to Advantage that may not be adequately compensated by monetary damages alone.

SECTION 13 – MODIFICATION OF THIS AGREEMENT

13.1. Right to Modify Agreement. Advantage reserves the right to modify, amend, or update the terms and conditions of this Master Services Agreement at any time. Any modifications will be effective immediately upon sending notice of such changes to the Client via email.

13.2 Notice of Modification. Advantage will provide notice of any amendments to the Agreement to the Client via the email address provided by the Client in the most recent Order or as otherwise maintained in the Client's contact information. The Client is responsible for ensuring that their contact information is up-to-date and for reviewing any amendments notified.

13.3 Acceptance of Modified Terms. Continued use of the Services by the Client following the sending of notice of modifications will constitute the Client's acceptance of the revised terms and conditions of the Master Services Agreement.

13.4 Applicability of Latest Agreement. It is understood and agreed that each time the Client enters into a new Order, or continues to use Services following the modification of this Agreement, the latest version of the Master Services Agreement will apply to all services provided by Advantage.

SECTION 14 – ARBITRATION

Except for undisputed collections actions to recover fees due to ADVANTAGE ("Collections") or any amounts that qualify for small claims court jurisdiction in Macomb County, Michigan all disputes, claims, or controversies arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the Parties. There is no jury involved in arbitration, and by agreeing to arbitrate you are agreeing to waive any right you may have to a trial by a jury. The arbitration shall be administered

and conducted by the American Arbitration Association (the “AAA”) or if there is no AAA-certified arbitrator available within a twenty (20) mile radius of our office, then by any arbitration forum as determined by us, pursuant to the selected forum’s arbitration rules for commercial disputes (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in commercial contracts and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office unless we agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The Parties agree that no awards of punitive damages may be made. The costs of such arbitration will be paid equally by the Parties and each Party will be responsible for its own attorneys’ fees, costs and expenses, except as otherwise provided below. The determination of the arbitrator will be final and binding. The arbitration award may be entered as a final judgment in any court having jurisdiction thereon. Any dispute as to whether a controversy or claim is subject to arbitration shall be submitted as part of the arbitration proceeding. Legal costs, actual attorneys' fees, and the fees of expert witnesses may be assessed against any person found to have acted in bad faith.

SECTION 15 – MISCELLANEOUS

This Master Agreement shall be governed and construed in accordance with the laws of the State of Michigan exclusively and without reference to principles of conflict of laws. Any action or claim to enforce this Master Agreement shall be held and resolved in the forum of the State of Michigan. In the event that any portion of this Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of this Master Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to 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. 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 herein may accrue to, or be fulfilled by, any affiliate, as well as by ADVANTAGE and/or its subcontractors. Client may not issue a press release, public announcement or other public statements 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 (2) years after the claim arose. There are no third-party beneficiaries to this Master Agreement. The Parties to this Master Agreement are independent contractors. This Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.