

**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 Agreement Acknowledgment.** The Client accepts and agrees to follow the terms and conditions of this Agreement when they sign any order form or start or continue any services. This Agreement covers the whole understanding between Advantage and the Client about the delivery of IT management, projects, and related services, and it replaces all other agreements, representations, and understandings, whether written or oral, between the parties. When the Client works with Advantage on any ongoing basis, including but not limited to consulting, advisory services, or the Advantage 360 management platform, they agree that the latest version of this Agreement, as published on the Advantage website, will be the controlling document of any and all services that Advantage provides to the Client.

**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. Equipment: Servers, workstations, laptops, printers, accessories, software, or other technology related items purchased by the Client from Advantage as part of an Order. This includes equipment that Client purchases from Advantage that appears on an Order, but specifically excluding any equipment provided by Advantage as part of Advantage 360, referred to as “Advantage Equipment”
- b. Project: An installation project undertaken by Advantage.
- c. Advantage 360: Ongoing IT management services provided by Advantage.
- d. Advantage Equipment: Firewalls, switches, WiFi infrastructure, and other equipment provided to the client by Advantage as part of this Agreement. This equipment is the property of Advantage, and upon termination of this Agreement, client agrees to return to Advantage.

**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. This would include, but not limited to travel expenses such as hotels, rental cars, airfare and other reasonable travel costs specific to the Order.

**2.4 Cancellation of Equipment Orders.** Once an order for equipment, such as servers or workstations, has been placed with our suppliers (such as Dell, HP, Lenovo, etc), the order cannot be cancelled by the client. These items are custom ordered and cannot be returned to our suppliers. As such, the client is responsible for the full cost of the equipment order, and orders for equipment cannot be cancelled.

### **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 written notice of termination to Advantage at least thirty (30) days prior to the desired termination date. If the Client terminates the Agreement prior to the end of the current term, the Client shall pay an **early termination fee** equal to the remaining balance of the Agreement through the end of the term, calculated based on the greater of: (a) the most recent monthly bill for Services, or (b) the original signed Order for Advantage 360. This fee represents a reasonable estimate of Advantage's anticipated losses, including lost revenue and administrative costs, due to early termination.

**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. 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 commercially reasonable resolution.

**3.4 Termination by Advantage for Technical Reasons.** 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 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.

**3.5 Termination by Advantage for Non-Payment.** Advantage reserves the right to terminate this Agreement if the Client fails to make payments as required under this Agreement. In the event of non-payment, Advantage may suspend access to services, which could affect the Client's ability to use their network. If the Client does not make the required payments within 30 days, Advantage may cancel the entire contract. In such a case, the Client will still have the obligation to pay the remainder of the contract per section 3.2, any amount past due, and any discounts per section 3.6.

**3.6 Termination with Promotional Discounts.** If the Client receives a promotional discount, as denoted on their quote or order with the phrase "discount," such discount shall be subject to the terms and conditions of this Agreement. In the event the Client cancels the Agreement for convenience (3.2), the Client shall be responsible for not only the balance of the contract but also the full amount of the promotional discount received.

**3.7 Obligation to Return Advantage Equipment** - In the event of termination of this agreement for any reason, the client shall return all Advantage Equipment to Advantage at the client's expense. The equipment must be shipped via FedEx or UPS, and the client is responsible for ensuring that the equipment is properly packaged to prevent damage during transit. The client will bear financial responsibility for any damage incurred to the equipment from the removal or shipping process.

## **SECTION 4: CLIENT OBLIGATIONS**

**4.1 Use of Services.** The Client agrees to use the Services in accordance with all applicable laws and the terms of this Agreement. The Client shall not resell or distribute the Services.

**4.2 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.

**4.3 Service Activation and Security.** The Client agrees to take all commercially reasonable actions necessary to install and activate the Services 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.

**4.4 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. Client is obligated to replace any Advantage Equipment that is damaged or destroyed due to theft, natural disaster, or other losses, and client agrees to maintain adequate insurance for all Advantage Equipment.

## **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, physically or electronically.

**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 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 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.

**7.4 Restrictions on Use of Advantage Equipment.** The client agrees not to allow (by themselves or any other party) access to, copying, tampering with, utilization of, or reverse engineering any of the settings or setup configurations from Advantage Equipment. Any such unauthorized actions are prohibited and will be considered a breach of this agreement's terms.

## **SECTION 8: MONITORING, EQUIPMENT UPGRADES, AND MODIFICATIONS**

**8.1 Network and Equipment Modifications** Advantage reserves the right to upgrade, modify, and enhance its network and take actions to protect the Services. 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.

**8.2 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 with a project, Advantage will remedy any defects in the installation caused by Advantage for 30 days after 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 equipment (including but not limited to servers, workstations, backups, printers, scanners, accessories, etc) 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 due to hardware failure and replacement by 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. Advantage will provide a detailed breakdown of in-scope services in the Order to avoid ambiguity. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT ANY AND ALL SERVICES OUTSIDE OF THE SCOPE OF THE ORDER WILL BE BILLED SEPARATELY AT THE RATES SPECIFIED IN SECTION 10.3.

**9.5 Subcontractors.** Advantage may 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 patch management, firewall management, WiFi management, switch management, and managed Endpoint 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. **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.
- f. **Advantage Equipment:** Advantage will provide an appropriately sized firewall, switches, and wireless access points to the Client as part of their Advantage 360 agreement (collectively “Advantage Equipment”). The equipment, hardware warranties, updates, and management shall all be part of the Agreement. Advantage will be responsible for equipment warranties and upgrades on timelines deemed appropriate by Advantage. Client shall be responsible for all labor and shipping charges in relation to Advantage Equipment. In the event of termination, Client agrees that they will return all Advantage Equipment per the terms of section 3.7 of this Agreement.

**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. ADVANTAGE IS NOT RESPONSIBLE FOR ANY OUTAGES, HACKS, BREACHES, OR OTHER SECURITY INCIDENTS THAT MAY OCCUR WITH THIRD PARTY SERVICE PROVIDERS. CLIENT ACKNOWLEDGES THAT THEIR USE OF THIRD PARTY SERVICES IS AT THEIR OWN RISK AND AGREES TO HOLD ADVANTAGE HARMLESS FROM ANY CLAIMS RELATED TO SUCH INCIDENTS. 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.

**10.6. Recommendations from Third Parties.**

The Client agrees to forward any correspondence, recommendations, or findings from third parties (e.g., insurance agencies, cybersecurity firms, PCI compliance entities, etc.) related to the configuration, setup, or support of their network to Advantage for review. Advantage will evaluate these recommendations and provide the Client with a professional opinion regarding their implementation. If the Client chooses to proceed, Advantage will perform the necessary work to implement the changes, provided that such changes do not, in Advantage's sole opinion, compromise the security, stability, or supportability of the network.

The Client acknowledges that any time spent by Advantage on activities related to the evaluation, coordination, or implementation of third-party recommendations will be billed at the service rates outlined in this Agreement. These activities are not covered under the Advantage 360 agreement and will

be treated as billable service calls. Advantage reserves the right to decline to implement any recommendations that, in its professional judgment, may adversely affect the security, functionality, or maintainability of the Client's IT environment.

#### 10.7. Insurance Checklists and Questionnaires

From time to time, the Client may receive forms, checklists, or questionnaires from third parties such as insurance carriers, cybersecurity firms, or compliance organizations requesting detailed information about the Client's IT setup and security posture. Advantage acknowledges the importance of these documents and is committed to assisting the Client by providing relevant information within the following scope:

- a. **Provision of Guidelines:** Advantage will provide the Client with a written summary of the relevant IT configurations, policies, and security measures in place within the Client's environment, based on the information available to Advantage. This summary document will serve as a comprehensive reference to assist the Client in completing the forms or questionnaires.
- b. **Static Documentation:** The documentation provided by Advantage will reflect the current state of the Client's environment as managed by Advantage. However, Advantage cannot and will not make modifications to this document to align with specific questions or requirements beyond the information available or applicable to the Client's IT environment.
- c. **Limitations on Form Completion:** For legal, liability, and compliance reasons, Advantage will not directly complete, certify, or sign any insurance or compliance forms, checklists, or questionnaires on behalf of the Client. The Client remains solely responsible for completing these documents, interpreting their requirements, and ensuring their accuracy.
- d. **Scope of Support:** Should the Client require additional clarification or assistance in interpreting the provided guidelines, such support will be billable at the service rates outlined in this Agreement. Advantage's role will remain advisory and limited to providing clarifications directly tied to the written summary.
- e. **Client Responsibility:** The Client acknowledges that it is their responsibility to review, complete, and submit such forms, including engaging any legal or compliance professionals as necessary to meet the third-party requirements.

#### 10.8. Security and Compliance Requirements

To ensure a secure, compliant, and supportable technology environment—and to maintain eligibility for Advantage Technologies' cyber liability protections, indemnity coverage, and service guarantees—the Client agrees to the following Security & Compliance Requirements:

- a. **Operating Systems:** All workstations, servers, and network-connected devices must operate on currently supported versions of their respective operating systems, including receiving critical security updates and patches from the manufacturer.
- b. **Software and Applications:** All business software and applications must be properly licensed, actively supported by the vendor or developer, and intended for commercial or business use. Use of unsupported, expired, or consumer-grade software is considered non-compliant.
- c. **Security Stack:** Advantage Technologies provides and manages all required antivirus, anti-malware, and endpoint detection and response (EDR) solutions for covered endpoints. The Client agrees not to disable, bypass, uninstall, or interfere with the functionality or configuration of these systems. Doing so constitutes a breach of these requirements and voids associated insurance, liability protections, and service guarantees.
- d. **Patching and Maintenance:** Advantage Technologies performs routine patch management and software updates for supported systems. The Client agrees not to interfere with or disable these update services. Disabling or obstructing these services—manually or through third-party software—constitutes a breach of the Security & Compliance Requirements.



- e. **Multi-Factor Authentication (MFA) for Administrative Accounts:** All administrative-level accounts used for remote access, configuration, or integrations must have multi-factor authentication (MFA) enabled.
- f. **Third-Party Software Responsibility:** The Client is responsible for ensuring all third-party applications installed in the environment are secure, supported, and approved by Advantage Technologies. Advantage is not liable for issues caused by unauthorized or vulnerable software introduced by the Client or users.
- g. **Third-Party Access Notification:** The Client agrees to notify Advantage Technologies in advance before granting any third party access to systems or infrastructure. Advantage is not responsible for any security issues arising from unreported or unauthorized third-party access.
- h. **Security Event Notification:** The Client must notify Advantage Technologies immediately upon observing unusual activity, suspected compromise, or unauthorized access. Delays in notification may limit Advantage's ability to respond and void liability protections.
- i. **Responsibility for Environment Awareness:** The Client is responsible for maintaining accurate records of all systems, devices, and software. Advantage Technologies is not responsible for discovering unsupported systems unless explicitly scoped and authorized. Failure to disclose such systems does not shift liability to Advantage.
- j. **Remediation Refusal and Assumption of Risk:** If Advantage advises remediation of non-compliant systems and the Client refuses or delays, the Client assumes all resulting risk. Advantage shall be held harmless for any failure, breach, or compliance issue that results.
- k. **Global Impact of Non-Compliance:** The presence of any non-compliant system voids insurance protections and liability coverage across the environment. Proof of causation is not required to deny coverage or liability.
- l. **Regulatory Compliance Responsibility:** The Client is solely responsible for maintaining compliance with applicable laws and regulations including HIPAA, PCI-DSS, and the FTC Safeguards Rule. Advantage Technologies shall not be liable for regulatory failure due to client-controlled or non-compliant systems.
- m. **Continued Support (Discretionary):** Advantage Technologies may choose to continue service in environments that do not fully meet these requirements, but such service does not imply endorsement, approval, or acceptance of risk.
- n. **Unauthorized Modifications Prohibited:** The Client agrees not to make, or allow any third party to make, changes to their IT environment—including but not limited to adding hardware, changing network configurations, installing software, modifying firewall settings, or altering security controls—without prior written approval from Advantage Technologies. Unauthorized modifications may:
  - Introduce vulnerabilities or conflicts with managed systems
  - Undermine Advantage Technologies' ability to support or secure the environment
  - Result in system failure, downtime, data loss, or breach exposure
  - Void any related insurance protections, warranties, or service guarantees provided by Advantage Technologies

Any change made without prior approval may be deemed a breach of this agreement, and Advantage Technologies shall not be liable for any resulting issues. Support may be suspended until the environment is returned to a known and approved state.

- o. **Notification and Documentation:** Documented notification by Advantage (including but not limited to ticketing or e-mail) of a recommended remediation or security control shall be deemed sufficient notice to shift risk and liability to the Client, regardless of whether the Client provides a written acknowledgement.

## SECTION 11: OTHER PROVISIONS

### 11.1 Indemnification.

**Client Indemnification:** Client agrees to defend, indemnify, and hold harmless Advantage, its affiliates, 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 relating to: (a) the use of the Services, including but not limited to breaches of confidentiality, data, or individually identifiable health information; or (b) personal injury, death, property damage, or tort from any cause, including claims by Client's employees, agents, tenants, or invitees, arising out of this Master Agreement, to the extent caused by the negligence or willful misconduct of Client or its employees, agents, tenants, or invitees.

**Advantage Indemnification:** Advantage agrees to defend, indemnify, and hold harmless Client, its affiliates, and their respective officers, directors, employees, and agents, from and against all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees, arising out of any third-party claim that the Services or Advantage Materials infringe any valid patent, copyright, trademark, or trade secret, or result from Advantage's gross negligence or willful misconduct.

**Indemnity Process:** The indemnified party shall: (a) promptly notify the indemnifying party in writing of any claim; (b) grant the indemnifying party sole control of the defense and settlement, provided settlement does not impose liability on the indemnified party without consent; and (c) provide reasonable assistance at the indemnifying party's expense. Indemnification provisions are intended to the fullest extent permitted by applicable law. If any state law restricts indemnification obligations, this section shall be interpreted to comply with such restrictions while maintaining its intended purpose.

**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, EXCEPT FOR LIABILITIES ARISING FROM ADVANTAGE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.1 OR ADVANTAGE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. 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. Such devices are also considered non-compliant under the Security & Compliance Requirements outlined in Section 10.8.

**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"). In addition to acts of God, terrorism, and other listed events, this Force Majeure clause shall also include cyberattacks, government-mandated shutdowns, and local regulations specific to the Client's state of business. Advantage warrants that it maintains comprehensive general liability and cybersecurity liability insurance, and such coverage meets or exceeds the requirements of all applicable state laws in the jurisdictions where services are provided.

**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](http://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.

- c. In addition to HIPAA and HITECH, Advantage will comply with applicable state laws governing the protection and handling of personal data, including but not limited to biometric data, personally identifiable information (PII), and cybersecurity standards mandated by states such as Illinois, Florida, and Tennessee.

**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 per 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 case 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 \$25,000 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. This non-

solicitation clause is intended to be enforceable under the laws of the applicable state. In jurisdictions where stricter requirements apply, such as Illinois and Georgia, the restrictions outlined herein shall be interpreted to comply with such laws while preserving the intent of the clause.

### 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. This Agreement complies with applicable consumer and small business protection laws in all jurisdictions where services are provided, including transparency requirements for fees, cancellation policies, and automatic renewal terms.

**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. **Material changes to this Agreement, including changes to fees, termination rights, or service scope, will be notified at least thirty (30) days in advance to comply with applicable state laws.** The Client is responsible for ensuring that their contact information is up-to-date and for reviewing any amendments notified. Continued use of Services after the notice period constitutes acceptance of the revised terms unless prohibited by state law.

**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. Furthermore, 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 the laws of the Client's state of residence or business mandate the application of local law or jurisdiction, this Agreement shall comply with those requirements to the extent they supersede Michigan law. All disputes, unless otherwise required, will be resolved in Michigan or as directed by applicable state law. 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. This Agreement acknowledges that certain jurisdictions, such as Illinois and Ohio, require specific disclosures regarding automatic renewal terms and cancellation rights. Advantage complies with these state-specific disclosure requirements as applicable. 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.

#### **SECTION 16 – ACCEPTANCE AND BINDING EFFECT**

By signing any Order Form, continuing any services, or engaging Advantage Technologies in any capacity, the Client agrees to be bound by the terms and conditions of this Master Services Agreement. This Agreement does not require a separate signature to be legally binding. By proceeding with any business transactions or utilizing services provided by Advantage Technologies, the Client acknowledges and accepts this Agreement as the governing document for all interactions, services, and engagements. The most current version of this Agreement, as published on the Advantage Technologies website, shall supersede any prior agreements and apply to all ongoing and future services.