



Master Service Agreement

Introduction. This Master Service Agreement ("MSA") is entered into and binding between Adams Technology Group, Corp. dba ATG, Smadatek, integrinet IT, ("ATG") and _____ ("Client"). This MSA describes the services provided to Client, defines the terms and conditions under which such services are provided and specifies each party's responsibilities within this MSA. This MSA is available at www.adamstechnology.group/msa. General information is available at www.adamstechnology.group/privacy. This MSA incorporates by reference the Terms and Conditions located therein as well as the terms of any Service Order, as if set forth fully herein. In the case of any conflict, the terms of any Service Order shall take precedence, followed by the terms of this MSA, and then the terms of the Terms and Conditions.

Definitions. For purposes of this MSA the following terms shall have the definitions assigned herein.

- a) **"Client"** shall mean the individual or individuals ordering the Service at the physical address listed on the Sales Quote.
 - b) **"Technical Services"** shall mean the technical support, service desk, and billing assistance provided to Client in connection with the Service and/or the equipment.
 - c) **"Equipment"** shall mean the electronic equipment required to receive the Service and may include Gateways, Routers, Firewalls, Switches, and/or other electronic devices and the associated cabling and activation and controlling devices.
 - d) **"Sales Quote"** shall mean the document titled Sales Quote provided by ATG that outlines the specific Services and Equipment will be provided to the Client, and other relevant details, including without limitation the Term, and fees and charges.
 - e) **"Service"** shall mean the managed IT support services provided to Client by ATG, including but not limited to technical support (help desk services), network and system administration, device and endpoint monitoring, cybersecurity support, cloud services, server patching, hardware provisioning, and field services, as further described in the applicable Sales Quote or Services Agreement.
 - f) **"Cybersecurity Services"** shall mean all services provided by ATG to Client relating to the protection, monitoring, detection, response, or remediation of cybersecurity threats, vulnerabilities, or incidents, including but not limited to the use of third-party platforms, software, or tools.
 - g) **"Force Majeure Event"** shall mean any event or circumstance beyond the reasonable control of ATG that prevents or delays ATG's performance of its obligations under this MSA, including but not limited to weather, natural disasters, pandemics, government actions, public health events, labor shortages, cyberattacks, third-party vendor issues of any kind, supply chain events, and other events outside of ATG's direct ability to control or remedy.
- 2) **Client Obligations.** ATG will provide the Service to Client pursuant to a Sales Quote issued to and signed by Client. In the event Client is in breach of such Sales Quote or this MSA, ATG may suspend and/or terminate the Service to Client.
- a) Client shall, at its own expense, provide all necessary preparations required to allow ATG to provide Services and comply with ATG's installation and maintenance specifications for delivery of the Services. Client shall be responsible for the costs of any relocation or removal of preexisting services in addition to the costs for the preexisting service until such time as the Service is active. ATG strongly recommends that Client order and maintain a static internet protocol ("IP") address with original Sales Quote. If Client elects to not order a static IP address, Client may experience, from time to time, interruptions in service.
 - b) Client's signature on the Sales Quote requesting Service and any associated Equipment is acknowledgement of receipt and acceptance of the terms and conditions of this MSA. Any other change orders submitted, altering the terms and conditions of individual components of the Service provided, must be submitted in writing, and will be subject to the provisions set forth in this MSA.
- 3) **Term and Termination.** This MSA shall commence on the effective date of the Sales Quote and shall remain in effect throughout the service term specified on the Sales Quote or other document engaging ATG's Services ("Initial Term"). Unless otherwise agreed between the parties in writing, if Client does NOT provide notice of termination at least thirty (30) days in advance of the end of the Term, the Term will automatically be extended for the same length of time as the Initial Term (the Initial Term and any extensions shall be referred to as the "Term").
- 4) **Description of Service.** Client agrees to purchase the Services as described in the attached Sales Quote Form or any subsequent Sales Quote Form.
- 5) **Payment for Services and Hardware.** Client shall pay the fees and charges set forth in the applicable Sales Quote or an addendum to Sales Quote (collectively, the "Fees"). Fees shall be invoiced together with any applicable sales, use or other taxes, duties, fees or surcharges that are imposed or authorized by regulatory and governmental entities, including but not limited to sales, use, gross receipts taxes, surcharges, franchise fees, occupational, excise, universal service (state and federal) taxes and surcharges, at the beginning of each month during the Term (or at the end of the month if

the Services are usage-based). Invoices shall be sent by electronic mail. Printed copy of an invoice, shall be subject to an additional fee for such of \$.99 per user, not to exceed \$5.00 per invoice billing period. Invoices shall be paid in full within twenty (20) days of the date of invoice.

- a) Late payments shall be subject to a penalty, calculated at 2% interest per month plus a \$50 per month delinquency penalty for each outstanding billing period, or the maximum amount allowed by law, whichever is less. ATG has the right to suspend Services that are overdue by more than five (5) days. In addition to any applied late fees, penalties and past due balances, a \$20 reconnect fee per Client telephone number will be required in order to reconnect Service.
- 6) **Taxes.** Client will pay all taxes or other governmental fees and charges, if any, which are assessed and shall be added to fees for Service.
- 7) **Administrative Fees.** ATG may charge fees that arise in specific circumstances only to those Clients responsible for them. This list is not exclusive, and ATG reserves the right to modify these fees or charge additional fees. Client will pay the following fees when they are applicable:
- a) **Account Activation Fee:** ATG may charge a fee of up to \$100.00 prior to or upon activation of any component of the Service.
 - b) **Late Fee:** If ATG does not receive payment by the due date, ATG will charge an administrative late fee of \$5.00 per month or partial month until the delinquent amount is paid in full. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. Client acknowledges that this fee is reasonably related to the actual expense ATG incurs due to late payment.
 - c) **Change of Service Fee:** If the Service is changed to a lower-priced package, ATG may charge a fee of \$10.00.
 - d) **Phone Payment Fee:** If Client elects to pay any outstanding balance over the telephone with ATG Technical Services agent, ATG will charge \$10.00.
 - e) **Deactivation Fee:** If Client cancels Service or ATG deactivates Service because of failure to pay or for some other breach on Client's part, ATG may charge a fee of \$15.00.
 - f) **Returned Payment Fee:** If any bank or other financial institution refuses to honor any payment submitted to Client's account, ATG may charge Client a fee of \$20.00. Client acknowledges that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense incurred due to unsatisfied payment.
 - g) **International Calling Fee.** Internationally calling is available to Clients. However, Client is advised that not all calls may not be able to be terminated to all international extensions. If Client requires international calls, ATG will assess a \$100 security fee to Client. Client is responsible for International Long Distance fees as noted in Section 5, above.
- 8) **Billing Statements.** ATG will email a statement, typically 5 business days prior to the end of the month, on Client's account. Statements will show: (1) payments, credits, purchases, and any other charges to the account, (2) the amount owed ATG, (3) the payment due date, and additional information as required by IDAPA 31.41.01 Rule 201. Client agrees to allow ATG to make automatic credit or debit card payments on Client's account on or about the due date.

Questions About Billing Statements. If Client has reason to believe the statement is incorrect or if Client needs more information about the statement, Client should contact ATG immediately. ATG will try to resolve any complaints or questions as promptly as possible. Undisputed portions of the statement must be paid by the due date to avoid applicable fees and possible reduction or deactivation of Service.

Collection Costs. To the extent permitted by law, Client will pay ATG any costs and fees reasonably incurred to collect amounts owed.

- 9) **Technical Services.** ATG will provide Technical Services to address technical issues, service requests, and questions related to the Managed IT Services provided under this Agreement. While ATG will use commercially reasonable efforts to ensure availability and reliability of supported systems, it does not guarantee uninterrupted access or completely error-free operation. ATG may perform routine or emergency maintenance, updates, or upgrades to systems and infrastructure, which may result in temporary service interruptions. Where practical, ATG will provide advance notice to the Client of any scheduled maintenance that may impact service availability.

- 10) **Technical Services Availability.**
- a) **On-Line Technical Services:** ATG's on-line Technical Services is available 24 hours a day, 7 days a week. Clients can access Technical Services services via the Internet at ATG's Technical Services web site located at <https://adamstechnology.group/>
 - b) **Email Technical Services:** Technical Services is available via email by sending a note to help@adamstechnology.group
 - c) **Telephone Technical Services:** Telephone Technical Services is available during standard business hours of 8:00 am to 5:00 pm in the Mountain Time Zone Monday through Friday excluding Federal holidays ("ATG Business Hours") by calling 877-747-4284. All support requests, whether initiated by phone or email, are logged and tracked through ATG's ticketing system as individual incidents. ATG does not provide Technical Services through an online knowledge base or FAQ system; all support is delivered directly by ATG personnel in response to submitted incidents.
- 11) **Technical Services Tools: Technical Services is provided exclusively through ATG's incident-based support system. All support requests—whether submitted via email or by phone—are logged and tracked as individual incident tickets. Clients may initiate a new incident by emailing help@adamstechnology.group or by calling 877-747-4284 during ATG Business Hours. Each incident is assigned a unique ticket number and will be addressed by ATG personnel in accordance with internal response and resolution protocols. ATG does not offer self-service support via a knowledge base or FAQ platform.**
- 12) **Items Supported:** ATG will provide Technical Services on all Equipment and hardware sold or installed by ATG required to provide the Service. ATG's support of Equipment or hardware is limited to the manufacturer's warranty on any item as described in the accompanying Service Agreement. Support of any Equipment outside manufacturer's warranty may include charges to Client including, but not be limited to, delivery fees, installation fees, service call fees, and/or support fees.
- 13) **Technical Services Process:** When a Client contacts ATG with a Technical Services issue, either by generating an on-line incident ticket, sending an email, or making a telephone call to ATG's Technical Services team, ATG will perform the following tasks in an effort to resolve the issue:
- a) **Troubleshooting:** After it is verified that you are a valid Client, ATG will create an incident ticket and troubleshoot the problem remotely in an effort to identify a root cause and resolve the issue.
 - b) **Level 1:** ATG's Level 1 efforts include searching the knowledge base and utilizing the knowledge and experience of ATG's Level 1 Technical Services agents to resolve the issue. Level 1 may also include asking the Client to perform minor tasks related to identification of the cause and resolution such as reviewing documentation, checking cable connections, and/or cycling power supplies.
 - c) **Level 2:** ATG's Level 2 efforts include a review of the incident report by one of ATG's Level 2 Technical Services agents. Level 2 may also include additional communication with the Client and testing of ATG's in-house Equipment to identify a problem.
 - d) **Level 3:** ATG's Level 3 efforts include review of the incident by a ATG Level 3 Technical Solutions Engineer. Level 3 efforts may include communication with vendor (software or hardware) a scheduled service call to the Client's premise, and/or repair or replacement of Equipment or hardware.
- 14) **Contacting Technical Services:** To request Technical Services provided under this MSA, Clients should send electronic mail -or call the Technical Services help-line. Incident tickets may be submitted by the Client via the web at <https://adamstechnology.group> or by emailing help@adamstechnology.group or by calling 877-747-4284 and following the phone prompts to be routed to Technical Services. Clients may check the status of an incident ticket via the web at <https://adamstechnology.group>.
- 15) **Technical Services Fees:** Technical Services will be chargeable to the Client at then-current rates in the following situations:
- a) **Service Calls:** A service call charge will apply in each situation where on-site Technical Services is required to; 1) repair or replace Equipment that is out of warranty or is within warranty but is damaged or destroyed as a result of Client action or inaction or 2) install new or replace old Equipment.
 - b) **Installation:** An installation fee will apply in each situation where technical assistance is provided, whether on-site or remotely, to install equipment or hardware not included in the Equipment.
 - c) **After-Hours Support:** An after-hours support charge may apply when Client requests services outside of standard business hours. Client will be notified in advance of any such charges and given the opportunity to decline after-hours support.
 - d) **Manager Escalation Procedure:** Should an incident require the attention of a ATG manager, any Technical Services agent will, upon request, connect Client to an ATG manager.
- 16) **Warranty Services.** Client agrees that the Service does not include any warranty services or other services that ATG might provide separately, including, without limitation, any fee-based or other warranty programs. **911 Emergency Services:** Emergency 911 Services. Pursuant to the Federal Communications Commission's VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), 48-49, and Section 9.5(e) of the FCC's rules, all interconnected VoIP providers are required to "advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service."

BECAUSE ATG IS PROVIDING ATG VOIP SERVICES TO YOU, THE CLIENT, ATG IS OBLIGATED TO MAKE

CERTAIN DISCLOSURES TO YOU, THE CLIENT, REGARDING THE 911 SERVICES, AND TO OBTAIN AND RETAIN YOUR ACKNOWLEDGMENT OF HAVING RECEIVED AND UNDERSTOOD THESE DISCLOSURES. ATG REQUESTS THAT EACH CLIENT SIGN AND RETURN TO ATG THE ACKNOWLEDGEMENT AT THE END OF THIS LETTER TO ACKNOWLEDGE THAT YOU UNDERSTAND THE LIMITS OF THE 911 CAPABILITIES OF ATG CORP., ATG VOIP SERVICES, AND TO ACKNOWLEDGE THAT YOU WILL INFORM YOUR END-USERS OF THESE LIMITATIONS.

- 17) **Digital Subscriber Line (DSL) and Cable Internet Client Acknowledgement:** Client acknowledges that Digital Subscriber Line (“DSL”) broadband and Cable Internet service is considered to be a best effort service with no warranties (including warranties regarding continuous service uptime or voice quality) except those, if any, expressly stated herein.

Should it be determined that the Client's DSL and/or Cable broadband service fails to support the Client's service requirements by (i) inadequately meeting service delivery latency and service performance requirements causing call quality and service interruption, (ii) not providing sufficient capacity to support the target maximum number of concurrent calls (Target MNCC) originally projected when there is no other traffic on the circuit, and Client notifies ATG of three (3) such failures in any calendar month within two (2) calendar days of each failure, and Client and ATG are unable to resolve such failures, ATG will propose a broadband service connection circuit and/or speed upgrade more suited to the Client's needs. Upon proposal of this upgrade by ATG, Client must accept or declinesuch upgrade within fifteen (15) calendar days. Should Client elect to accept this upgrade, ATG shall upgrade the circuit and Client's billing shall be adjusted to reflect the change in service. Client is responsible for all service charges incurred during the installation timeframe of the upgraded broadband connection. Should Client decline this upgrade, Client acknowledges, understands and fully accepts that their existing broadband connection may cause call quality issues and not hold ATG responsible for such issues. In the event that Client should elect to decline the upgrade or recommended remedies by ATG, ATG reserves the right to terminate the Client agreement with thirty (30) calendar day notification. No service refunds of either monthly or non recurring charges will be provided by ATG to the Client, and all termination, cancellation and minimum term commitment fees normally associated with early service termination will apply per the Master Services Agreement between the Client and ATG.

- 18) **Reasonable Use Policy.** ATG offers several calling plans and features which give Clients the freedom to make calls without the minute limits associated with most calling plans. However, because unlimited calling plans and features may be subject to abuse, fraud or unreasonable exploitation, ATG has prepared this Reasonable Use Policy (“Policy”) as a guide for Clients. The Policy provides guidance regarding impermissible and unreasonable uses ofATG Services and features, and a summary of ATG's rights in the event that impermissible or unreasonable usage is identified.

- a) **Normal Use.** ATG's unlimited small business plans and features are intended solely for normal commercial use by small businesses and home offices. ATG's residential unlimited Service plans and features are solely for normal residential or personal use. These Services are limited to the personal use of the account holder and immediate family (including domestic partners) who reside with the account holder. ATG voice Services are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. ATG's Service may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service.
- b) **Lawful and Appropriate Purposes.** ATG's Service and related devices may not be used in any way that is illegal, fraudulent, improper or inappropriate. It is prohibited to use any automated means to manipulate the Service, use the Service to violate any law, rule, or regulation, violate any third party's intellectual property or personal rights or exceed permitted access to the Service.
- c) **ATG's Rights.** ATG reserves the right to review a Client's account if account usage is beyond normal standards, impermissible or detrimental to our operations or other Clients' ability to optimally use the Service. If ATG determines unreasonable usage is occurring, immediate mandatory transfer to an appropriate plan, suspension or termination of the Service will occur. ATG may assess abnormal usage based on comparisons to the usage patterns and levels of other Clients. A reasonable effort will be made to provide notifications by email and/or telephone to remind Clients of this Policy, Terms of Service and of any potential unreasonable use in order to allow the improper usage to be corrected. Failure to promptly contact ATG in response to any notifications regarding account usage and/or failure to promptly correct usage activity to conform to normal use willalso result in ATG's right to exercise any of the actions outlined above. If ATG believes that the Service has been used for an unlawful purpose, ATG may forward the relevant communication and other information, including the account holder's identity, to the appropriate authorities for investigation and prosecution.

- 19) **Changes.** ATG reserves the right to change this Policy at any time. Changes shall become effective when arevised Policy is posted to ATG's website. **Conditions and Restrictions:** Other than those rights expressly granted herein, ATG grants to Client no other rights to the Services, express or implied, and ATG reserves all rights in the Services not expressly granted herein. Client agrees that it shall not, nor shall it permit others to: (a) alter, adjust, repair or circumvent any aspect of the Services; (b) use or allow the use by Client personnel or third party agents or representatives of, the Services or performance data for the development or modification of new or existing Client or third party product lines, analysis reports or for public release. Additionally, Client shall not use, nor shall it permit others to use the Services: (a) for any unlawful, invasive, infringing, defamatory, fraudulent or obscene purpose; (b) to send unsolicited, bulk email of anykind, regardless of the content or nature of such messages, post the same or similar message to one or more newsgroups or host or accept bulk replies resulting from such unsolicited email; (c) to forge IP address information or mail headers; (d) to send any virus, worm, trojan horse or harmful code or attachment; (e) to alter, steal, corrupt, disable,

destroy, trespass or violate any security or encryption of any computer file, database or network; (f) so as to interfere with the use of the ATG or connectivity partner network by other Clients or authorized users; or (g) in violation of the acceptable use policies of ATG's service providers, including its backbone providers. Client acknowledges that the all ATG provided hardware, including but not limited to phones, service termination devices, routers and switches are the sole property of ATG and are provided as a part of the services provided to the Client. Client is responsible for the reasonable use of the ATG provided hardware

20) **Service Interruptions:** Service may be interrupted from time to time for a variety of reasons. ATG is not responsible for any interruptions of Service that occur due to acts of God, power failure, Viruses, non payment to 3rd parties, equipment failure, downstream/upstream Internet and/or IP providers or any other cause beyond ATG's reasonable control. If Client elects to not order a static IP, the Client may experience, from time to time, an interruption in service.

21) **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ATG MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.

22) **Limitations of Liability.** ATG IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE EQUIPMENT OR SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, ATG'S TOTAL LIABILITY FOR DAMAGES OR LOSSES TO CLIENT AND ANY OTHER PERSONS RECEIVING THE SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT CLIENT HAS PAID TO ATG FOR THE SERVICE THAT CLIENT RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS LIMITATION DOES NOT CONSTITUTE A DETERMINATION BY THE IDAHO PUBLIC UTILITIES COMMISSION THAT A LIMITATION IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

a) To the maximum extent permitted by applicable law, ATG, its officers, directors, employees, contractors, agents, affiliates, or successors shall not be liable to Client or any third party for any special, indirect, incidental, consequential, punitive, exemplary, or non-compensatory damages, including, but not limited to:

- i) Loss of revenue, profits, or anticipated savings;
- ii) Loss or corruption of data or electronic information;
- iii) Business interruptions or loss of business opportunity;
- iv) Cost of substitute services or technology;
- v) Reputational harm or loss of goodwill;
- vi) Regulatory fines, penalties, or compliance costs; or
- vii) Costs arising from third-party claims against Client.

This limitation applies regardless of:

- viii) Whether the damage was foreseeable.
- ix) Whether ATG was advised of the possibility of the damages; or
- x) The legal or equitable theory upon which the claim is based, including contract, tort, strict liability, statute, or otherwise.

b) Except as otherwise expressly provided in this Agreement, ATG's total aggregate liability to Client for any and all claims arising out of or relating to this Agreement shall not exceed the total fees paid or payable by Client to ATG under this Agreement in the six (6) months preceding the event giving rise to the claim.

FURTHERMORE, ATG'S LIABILITY UNDER THIS MSA SHALL BE REDUCED TO THE EXTENT THAT ANY LOSS OR DAMAGE IS CAUSED OR CONTRIBUTED TO BY (1) CLIENT'S FAILURE TO IMPLEMENT RECOMMENDATIONS, PATCHES, UPDATES, OR CONTROLS COMMUNICATED BY ATG IN WRITING; (2) CLIENT'S MISUSE, MISCONFIGURATION, OR UNAUTHORIZED MODIFICATION OF ATG-MANAGED SYSTEMS OR TOOLS; (3) CLIENT'S FAILURE TO MAINTAIN APPROPRIATE DATA BACKUPS OUTSIDE OF ANY ATG-PROVIDED BACKUP SERVICE; (4) ACTIONS OR OMISSIONS OF CLIENT'S EMPLOYEES, CONTRACTORS, OR AGENTS; (5) CLIENT'S USE OF END-OF-LIFE OR END-OF-SUPPORT HARDWARE OR SOFTWARE AGAINST ATG'S WRITTEN RECOMMENDATION.

23) **Limitations of Liability and Third-Party Platforms.** ATG may deliver services utilizing third-party platforms, software, and tools, including but not limited to remote monitoring and management (RMM) software, endpoint security platforms, cloud services, and productivity applications (collectively, "Third-Party Platforms"). Client acknowledges and agrees that ATG does not own, operate, or control the security, availability, performance, or integrity of any Third-Party Platforms.

a) Client expressly acknowledges that:

- i) ATG does not control, and is not responsible for, the security, availability, performance, or integrity of any Third-Party Platforms.

- (1) ATG shall not be liable for any loss, damage, breach, outage, or failure arising from or caused by a Third-Party Platform, including but not limited to security compromises, unauthorized access, data loss, or service interruption affecting Third-Party Platforms, regardless of whether such damages were foreseeable or whether ATG was advised of the possibility of such damages, and regardless of the legal or equitable theory upon which the claim is based, including contract, tort, strict liability, statute, or otherwise.

b) In the event that a failure or security compromise of a Third-Party Platform gives rise to any claim by Client against ATG, ATG's liability shall be further limited to the lesser of:

- i) the applicable liability cap set forth in Section 22 of this Agreement; or
- ii) the amount actually recoverable by ATG from the applicable third-party vendor under ATG's agreement with such vendor.

24) Managed Endpoint Software, Tools and Third-Party Applications. In delivering services under this MSA, ATG installs, deploys, configures, and manages a suite of software applications, agents, platforms, and tools on Client endpoints, servers, and network infrastructure (collectively, "Managed Tools").

a) Client acknowledges and agrees that:

- i) The installation and operation of Managed Tools is a necessary and material component of ATG's ability to deliver the services described in this MSA and any applicable Sales Quote;
- ii) Managed Tools are developed, owned, licensed, and operated by independent third-party vendors ("Tool Vendors") over whom ATG has no ownership, operational control, or supervisory authority;
- iii) ATG selects Managed Tools based on industry standards, operational requirements, and security considerations, but does not warrant or guarantee the security, performance, availability, or fitness for purpose of any Managed Tool;
- iv) Client consents to the installation, operation, and periodic updating of Managed Tools on Client-owned or Client-leased endpoints, servers, and network infrastructure as reasonably required for ATG to deliver services;
- v) Client's execution of this MSA constitutes informed consent to the deployment of Managed Tools as described herein.

b) **Categories of Managed Tools.** Managed Tools deployed by ATG may include, without limitation, tools in the following categories:

- i) Remote Monitoring & Management (RMM)
- ii) Endpoint Detection & Response (EDR)
- iii) Managed Antivirus (MAV)
- iv) Managed Detection & Response (MDR)
- v) Patch Management
- vi) Backup & Disaster Recovery
- vii) DNS Filtering & Web Protection
- viii) Email Security & Filtering Spam
- ix) Password & Credential Management
- x) Multi-Factor Authentication (MFA)
- xi) Endpoint Encryption Data
- xii) Network Monitoring & SNMP
- xiii) Cloud Platform Management Administration
- xiv) Documentation & IT Management
- xv) Security Awareness Training

The specific Managed Tools deployed in any Client engagement will be defined in the applicable Sales Quote or onboarding documentation. ATG reserves the right to substitute, add, or remove specific tools within each category as operationally necessary, provided that any substitution does not materially reduce the level of service delivered to Client.

c) **Tool Vendor Terms and Licensing.** Each Managed Tool is subject to the applicable end user license agreement, terms of service, privacy policy, and data processing terms of the respective Tool Vendor ("Vendor Terms");

- i) By executing this MSA and accepting deployment of Managed Tools, Client acknowledges that certain Vendor Terms may apply directly to Client's use of the Managed Tools and agrees to comply with all applicable Vendor Terms;
- ii) ATG will make reasonable efforts to make current Vendor Terms available to Client upon written request. Client is responsible for reviewing and understanding Vendor Terms applicable to tools deployed in its environment;
- iii) ATG's obligations under this MSA are subject to and shall not exceed the obligations imposed on ATG under the applicable Vendor Terms. Where Vendor Terms limit a Tool Vendor's liability to ATG, ATG's corresponding liability to Client for events originating from that tool shall be similarly limited;
- iv) Client shall not take any action that violates applicable Vendor Terms with respect to any Managed Tool deployed in its environment.

d) **Limitation on ATG Liability For Managed Tool Events.** ATG SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM, SECURITY INCIDENT, DATA BREACH, SERVICE DISRUPTION, OR OTHER ADVERSE EVENT THAT ORIGINATES FROM, IS CAUSED BY, OR IS CONTRIBUTED TO BY A MANAGED TOOL OR ITS UNDERLYING VENDOR PLATFORM.

- e) **Client Obligation Regarding Managed Tools.** Client agrees to:
- i) Not interfere with, disable, modify, or circumvent any Managed Tool installed in its environment without ATG's prior written consent;
 - ii) Not grant unauthorized third parties access to systems on which Managed Tools are installed without notifying ATG;
 - iii) Promptly notify ATG of any suspected unauthorized access, unusual behavior, or security anomaly observed in connection with any Managed Tool;
 - iv) Implement endpoint security recommendations provided by ATG in writing, including but not limited to user access policies, network segmentation, and credential hygiene;
 - v) Not hold ATG responsible for security events that Client could have prevented by implementing ATG's written security recommendations.
- f) **Tool Disclosure and Transparency.** ATG shall maintain a current list of the primary Managed Tools deployed as part of each Client's service engagement. ATG reserves the right to change the Managed Tools it uses at its discretion and may do so without providing notice to Client prior to making the change.
- g) **No Guarantee of Security Outcomes.** The deployment of Managed Tools, including endpoint security tools, monitoring platforms, and detection and response services, does not constitute a guarantee that Client's environment will be free from security incidents, breaches, malware infections, ransomware attacks, or unauthorized access. Client acknowledges that ATG cannot guarantee a security outcome and Client accepts the liability and responsibility for any security breaches that occur during the period of this Agreement.
- 25) **Cybersecurity Services Liability Limitations.** Client acknowledges and agrees that Cybersecurity Services provided under this Agreement are not insurance, and this Agreement does NOT transfer risk from Client to ATG. Client is responsible for maintaining its own cyber insurance coverage for its own risk profile.
- 26) **Changes to Service by Client:** If Client terminates service prior to the end of the contract or service term, as specified in the Sales Quote, for any reason other than breach of this MSA by ATG or Force Majeure, and concurrently submits a new Sales Quote for Services of the same or greater value over the same or greater term, early termination of such Service will not be considered a breach of this MSA. However, Client will pay any unpaid amounts for the terminated Service through the date of termination and any additional charges associated with disconnecting the terminated Service.
- 27) **Applicable Law and Jurisdiction:** This contract is subject to Idaho law. The place of jurisdiction shall be Ada County.
- 28) **Breach and Termination:** Either party may terminate this MSA upon breach by the other party without incurring terminating liability, provided that, prior written notice is given to the breaching party which specifies the circumstances which may lead to termination and allows thirty (30) days to remedy such circumstances, or a longer time period if mutually agreed upon (Cure Period), and the breaching party fails to cure the circumstances within the Cure Period. If a Service is terminated either by Client for reasons other than breach by ATG and without a replacement Sales Quote pursuant to Section 11, or by ATG for breach by Client, then Client will pay ATG 1) 100% of any unpaid amounts for the terminated Service through the end of the current Term as specified on the Sales Quote; 2) any Equipment costs, and; 3) any additional charges associated with disconnecting the Service.
- 29) **Effect of Termination.** In the case of the Termination or Expiration of this MSA for any reason, Client acknowledges that any and all ATG provided hardware will be returned to ATG in reasonable working condition within 5 business days at the termination of this Agreement. Client is responsible for shipping and any associated costs of the return of the hardware. In the case of Termination by ATG under Section 25 above, Client shall pay ATG for any Services provided through the date of Termination.
- 30) **Amendments or Changes to this MSA:** ATG reserves the right to amend its services, prices and the Terms and Conditions of this MSA at any time. Changes or revisions to this MSA will be deemed effective upon posting the applicable revisions at/on <https://adamstechnology.group>.
- 31) **Transfer of Rights, Assignment:** Clients are not permitted to transfer or assign the rights or obligations arising from this MSA to third parties without ATG's written consent. ATG is entitled to transfer or assign the rights and obligations arising from this contract to a third party without prior notice to or consent from Client.
- 32) **Non-Solicitation:** During the term of this Agreement and for a period of twelve (12) months following its termination, Client shall not, directly or indirectly, solicit for employment or engagement (whether as an employee, contractor, or otherwise) any individual who is or was an employee, contractor, or agent of ATG during the term of this Agreement and who was materially involved in the performance of the Services, without ATG's prior written consent. This restriction shall not apply to individuals who respond to general advertisements not specifically directed at such individuals or who have not been employed or engaged by ATG for a period of at least six (6) months.
- 33) **Confidentiality and Non-Disclosure:** Client acknowledges that it may receive or have access to confidential or proprietary information belonging to ATG, including but not limited to trade secrets, technical data, business strategies, financial information, system architecture, client lists, and operational procedures ("Confidential Information"). Client agrees to maintain the confidentiality of all such Confidential Information and not to disclose it to any third party without ATG's prior written consent. This obligation shall continue for a period of three (3) years following the termination of this Agreement. The obligation of confidentiality shall not apply to information that: (i) was publicly known at the time of

disclosure or becomes publicly known through no fault of Client; (ii) was lawfully received from a third party without breach of any obligation; or (iii) is required to be disclosed by law, court order, or regulatory authority, provided that Client gives ATG prompt notice of such requirement to allow ATG to seek protective measures.

- 34) **Indemnification:** Client shall indemnify, defend and hold harmless ATG, its officers, directors, volunteers, employees, agents, advertisers, information providers and suppliers from and against all third-party claims, liabilities, losses, injuries, suits, costs, charges, judgements, fines, penalties, liens, expenses, damages and costs, including reasonable attorney's fees, resulting from ATG's engagement with Client under the terms of this MSA.

a) In the event that a Claim against Client or ATG originates from or is caused by the failure, security compromise, or misconduct of a third-party platform or vendor utilized by ATG in the delivery of services, ATG shall use commercially reasonable efforts to pursue available contractual remedies against the applicable third-party vendor on Client's behalf, including exercising ATG's subrogation rights where applicable; any amounts recovered from the third-party vendor shall be applied first to ATG's costs of recovery, then to Client's documented losses up to the applicable liability cap in Section 22;

Client acknowledges that third-party vendors independently limit their liability and that full recovery may not be possible;

Client shall cooperate with ATG in any such recovery effort and shall not take independent action against any third-party vendor that could impair ATG's recovery rights without ATG's prior written consent.

- b) The following procedures apply to all indemnification obligations under this Section:
- i) **Notice:** The party seeking indemnification ("Indemnified Party") shall provide prompt written notice to the indemnifying party ("Indemnifying Party") upon becoming aware of any Claim. Failure to provide timely notice shall not relieve the Indemnifying Party of its obligations except to the extent the Indemnifying Party is materially prejudiced by such failure;
 - ii) **Control:** The Indemnifying Party shall have the right, at its sole expense, to assume control of the defense and settlement of the Claim through counsel reasonably acceptable to the Indemnified Party. The Indemnified Party may participate in the defense at its own expense;
 - iii) **Cooperation:** The Indemnified Party shall reasonably cooperate in the defense and provide such documents, information, and assistance as the Indemnifying Party may reasonably request;
 - iv) **Settlement:** The Indemnifying Party shall not settle or compromise any Claim without the prior written consent of the Indemnified Party if the settlement: (a) admits fault or liability on the part of the Indemnified Party; (b) imposes any obligation other than payment of money fully covered by the indemnity; or (c) fails to include a complete release of the Indemnified Party;
 - v) **Mitigation:** Each party shall use commercially reasonable efforts to mitigate any Claims subject to indemnification under this Section 31.

c) Client agrees to maintain commercially reasonable insurance coverage appropriate to its obligations under this MSA throughout the Term, including, if applicable, general commercial liability insurance, professional liability, and cyber liability insurance. ATG is not an insurance, and Client is responsible for managing risk and mitigating personal liability and damages through its own insurance. Client acknowledges that ATG does not insure Client in any way and is not responsible for any harm that comes to Client due to the nature of Client's business.

- 35) **Severability** The provisions of this MSA are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

- 36) **Force Majeure:** As defined in this Agreement, ATG cannot be held liable if the Service or any other services provided by ATG are temporarily interrupted, partially restricted or disabled due to a Force Majeure Event. Client shall be obligated to pay ATG amounts due for services rendered by ATG before and during the Force Majeure Event.

a) ATG will provide Client with written notice as soon as reasonably practicable when it becomes aware of a Force Majeure Event that it believes may impact its ability to provide services to Client. ATG's notice will identify the Force Majeure Event and ATG will provide periodic updates as necessary to keep Client informed of ATG's status and ability to provide services in light of the Force Majeure Event.

- 37) **Waiver.** The failure of ATG to insist upon strict adherence to any term of this MSA shall not be considered a waiver of ATG's right, or deprive ATG of the right thereafter to insist upon strict adherence to that term or any other term of this MSA.

- 38) **Governing Law, Venue, Dispute Resolution.** This MSA shall be governed by the laws of Idaho, without application of its conflict of laws provisions. Any dispute arising under this MSA, shall be brought in the state or federal courts located in Ada County Idaho. The parties hereby waive the right to a jury trial. With respect to any dispute among the parties arising out of or relating to this MSA, the reasonable attorneys' fees and costs incurred by the prevailing party in connection with such dispute shall be paid by the other party or parties to such dispute.

- 39) **Risk Allocation.** The parties acknowledge the risk assigned by this Agreement and note that it reflects a reasonable allocation of risk between sophisticated commercial parties. Furthermore, ATG would not enter into this Agreement

without Client's agreement to the allocation of risk and liability limitations as outlined in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Master Service Agreement.

ATG

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____