

Ventis Consulting Group, Inc.  
Master Services Agreement (MSA)  
Effective Date: April 25, 2025  
Public URL: <https://ventisconsulting.com/legal-1>

### Purpose & Intent

This Master Services Agreement ("Agreement") establishes the legal, commercial, and operational framework under which Ventis Consulting Group, Inc. ("Ventis") provides IT, cybersecurity, communications, and consulting services to the Customer. The purpose of this Agreement is to:

- Establish a clear and enforceable legal relationship between the parties
- Define payment obligations, liability limits, confidentiality duties, and dispute resolution mechanisms
- Clarify that Ventis acts as an independent contractor and not an employee or agent
- Provide a consistent structure for executing future Statements of Work (SOWs) or Service Orders
- Outline responsibilities related to intellectual property, risk allocation, and service delivery
- Support scalability for additional services, locations, or users without renegotiating legal terms

This section is intended to assist with interpretation and context in the event of disputes or ambiguity.

#### 1. Agreement Overview

This Agreement is between Ventis, located at 1711 Ohio Ave, Industry, PA 15052, and the Customer as identified in any executed SOW or Service Order. All referenced SOWs are governed by this Agreement. Ventis' legal terms, SLOs, MAC policy, and Security Responsibility Statement are incorporated by reference and publicly available at: <https://ventisconsulting.com/legal-1>

#### 2. Scope of Services

Ventis may provide the following services, depending on the Customer's needs and the executed SOW:

- IT consulting and managed services
- Unified Communications (UCaaS)
- Cybersecurity solutions (firewall management, endpoint protection, monitoring, etc.)
- Network and infrastructure support
- Vendor sourcing and procurement
- Compliance and regulatory consulting (HIPAA, FTC, PCI)
- Security camera installation and management
- Structured cabling and network wiring
- Physical hardware installations and IT room cleanups

#### 3. Service Engagement Process

- Engagements are initiated by an executed SOW, quote, or Service Order.
- All properly executed SOWs or quotes referencing this Agreement are incorporated by reference.
- Ventis reserves the right to decline engagements based on scope, legality, availability, or conflicts of interest.

#### 4. Fees, Invoicing, and Payment Terms

- Fees are defined in each Service Order or SOW.
- Hardware and software pricing may change due to market or supply chain conditions; Ventis will notify customers when feasible.
- Invoices are due NET 15 days from issue.
- Late payments may incur a 1.5% monthly finance charge.
- Customer is responsible for applicable taxes, excluding Ventis' income tax.

#### 5. Customer Responsibilities

- Provide timely access to systems, personnel, and environments.
- Refrain from modifying Ventis-managed systems without written approval.
- Maintain active internet connectivity for remote services.
- Comply with all applicable legal and regulatory obligations.
- Implement all required end-user training, access controls, and incident escalation processes.
- Ensure that any hardware or software environments onto which Ventis is expected to deploy tools or services meet minimum system requirements. If a Customer-owned device or system is deemed outdated, unsupported, or incapable of running necessary tools, Ventis reserves the right to require an upgrade or replacement as a condition for service delivery.

#### 6. Service Levels & Support

- Support expectations are governed by Ventis' published SLOs unless superseded in an SOW.
- Services may include remote/on-site troubleshooting, patching, and after-hours support where applicable.
- Ventis does not guarantee uninterrupted service and disclaims liability for third-party outages.

#### 7. Confidentiality & Data Security

- Both parties shall maintain confidentiality of proprietary, technical, and business information.
- Ventis adheres to industry standards for data security and access control.
- Customer is responsible for endpoint-level security, access policy enforcement, and regulatory compliance.

- HIPAA-covered customers must execute a Business Associate Agreement (BAA) with Ventis.
- Ventis may recommend third-party security services but is not liable for their outcomes or warranties.
- Client is strongly encouraged to carry appropriate cybersecurity insurance.
- Ventis provides technical and procedural guidance regarding compliance (e.g., HIPAA, PCI, FTC) but does not provide legal advice or certify regulatory compliance. The Customer is solely responsible for maintaining legal compliance within their industry.

## 8. Intellectual Property

- Unless otherwise stated in an SOW, deliverables, documentation, and processes developed by Ventis remain the intellectual property of Ventis.
- Customer retains ownership of their data and internal content.
- Any licensing provided is non-exclusive, non-transferable, and revocable upon contract termination or violation.

## 9. Relationship of Parties

- The relationship between Ventis and the Customer is that of independent contractors.
- Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.
- Ventis assumes no responsibility for employment law compliance related to Customer staff, contractors, or vendors.
- This Agreement confers no rights to third-party beneficiaries.

## 10. Liability & Indemnification

- Ventis shall not be liable for indirect, incidental, punitive, or consequential damages.
- Customer shall indemnify Ventis against all claims, damages, legal fees, or losses stemming from:
  - Regulatory violations
  - Breach of contract by the Customer
  - Use or misuse of third-party services
  - Unauthorized changes or misuse by client staff
  - Failure to implement recommended security safeguards
  - Cybersecurity breaches not caused by Ventis' gross negligence
- Ventis recommends the Customer obtain and maintain appropriate insurance coverage, including general liability, professional liability, and cyber liability insurance.

## 11. Term, Termination & Renewal

This Agreement remains in effect until terminated by either party in writing, subject to the conditions outlined below.

The Customer may terminate this Agreement or any active SOW for material breach by Ventis, provided written notice is given and Ventis is granted a thirty (30) day opportunity to cure the

breach. If the breach is not cured within this period, the Customer may terminate without further obligation except for payment of services rendered through the date of termination.

A “material breach” by Ventis is defined as:

- A willful failure to perform the services specified in a valid SOW;
- Repeated or prolonged failure to respond to critical service issues as defined in the applicable SLO;
- A confirmed breach of confidentiality obligations;
- A violation of applicable laws or regulations that materially impacts the Customer’s business;
- A failure to cure any other substantial, documented failure of performance within thirty (30) days of written notice by the Customer.
- Individual SOWs may define fixed durations (e.g., 12, 24, 36, 48, or 60 months).
- Termination for cause by Ventis includes, but is not limited to, non-payment, security violations, breach of confidentiality, violation of applicable law, or any material breach of this Agreement or any applicable SOW. Ventis reserves the right to determine if cause exists, and written notice will be provided prior to termination.
- Early termination of third-party licensed services (e.g., VoIP, software, internet) obligates Customer to pay the remaining term.
- One-time projects cannot be terminated after commencement without payment in full.
- This Agreement supports expansion to additional locations, users, or services without renegotiation, as long as covered under SOWs.

## 12. Warranties & Equipment

- Ventis provides no warranties unless stated in writing.
- Customer-owned hardware is covered by manufacturer warranties.
- For rented equipment (e.g., phones), full replacement coverage is provided while the Customer remains in good standing and actively billing. Replacement will be made with the same or a comparable model, and the Customer acknowledges that all such changes are subject to Ventis’ MAC policy, which may include applicable configuration or re-provisioning fees.

## 13. Dispute Resolution & Governing Law

- This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- Disputes will be resolved through good faith negotiation. If unresolved, both parties agree to arbitration in Beaver County, PA.

## 14. Force Majeure

Neither party shall be liable for delays caused by events beyond reasonable control, including acts of God, utility failures, pandemics, or cyberattacks.

## 15. Disclaimer of Warranties

Services are provided "as-is" unless otherwise specified in writing.

Ventis makes no guarantee of outcomes related to system performance, uptime, or cybersecurity risk.

16. Entire Agreement

This MSA and its referenced documents (SOWs, SLAs, BAAs, MAC Policy, Security Responsibility Statement) constitute the full agreement.

Amendments must be executed in writing.

In the event of a direct conflict between this MSA and any executed SOW, the terms of the SOW shall control only for that specific engagement. All other MSA provisions shall remain in effect.

Any provisions relating to confidentiality, data ownership, indemnification, limitation of liability, and payment obligations shall survive termination of this Agreement.

Use of services, including by executing a Sales Order or Statement of Work that references this MSA, constitutes acceptance of the most current terms posted publicly at <https://ventisconsulting.com/legal-1>.

17. Notices

All formal notices under this Agreement must be submitted in writing via certified mail, recognized overnight courier, or email with delivery confirmation, directed to the addresses or contacts listed in the most recent Service Order or Statement of Work.

18. Severability

If any provision of this Agreement is found to be invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect and shall be interpreted to give maximum lawful effect to the intent of the parties.

Ventis Consulting Group, Inc.  
1711 Ohio Ave, Industry, PA 15052  
support@ventis.net | 412-528-1711