LEGAL DOCUMENT · MASTER SERVICES AGREEMENT

Master Services Agreement

Ventis Consulting Group, Inc.

Effective Date: April 25, 2025
Last Updated: August 7, 2026
Version: 3.0
URL: ventisconsulting.com/legal-1

Contents

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, Service Level Objectives ("SLOs"), MAC policy, Security Responsibility Statement, Labor Rate Policy, and Third-Party Product & Platform Reseller Addendum are incorporated by reference and publicly available at: https://ventisconsulting.com/legal-1

Any Statement of Work, proposal, quote, or sales agreement executed by Customer that references Ventis' terms and conditions, this URL, or the Ventis Master Services Agreement shall constitute Customer's full acceptance of this Agreement and all incorporated documents. The individual signing on behalf of Customer represents and warrants that they are duly authorized to bind the Customer organization to the terms of this Agreement.

> **Incorporated Documents & Version Control.** The version of each incorporated document in effect as of the execution date of an SOW governs that SOW for its initial term, except as provided in Section 26. Ventis maintains a dated archive of all published versions of its incorporated legal documents and will furnish the applicable version to Customer upon written request.

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

Services not expressly identified in an executed SOW, Service Order, or quote are outside the scope of this Agreement. Any additional or out-of-scope work requested by Customer shall be billed at Ventis' then-current published Labor Rate Policy unless otherwise agreed in writing.

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 Updated

- 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 (18% per annum), or the maximum rate permitted by applicable law, whichever is less.
- Customer is responsible for applicable taxes, excluding Ventis' income tax.
- Ventis reserves the right to suspend services, in whole or in part, for nonpayment following written notice. Suspension of services shall not relieve the Customer of its obligation to pay all outstanding amounts owed.
- Standard labor rates for all services, including break-fix support, after-hours work, project labor, and emergency response, are governed by Ventis' published Labor Rate Policy, incorporated by reference and available at ventisconsulting.com/labor. Where an executed SOW specifies a rate different from the published policy, the SOW rate governs for the duration of that SOW only.

4.1 Annual Price Adjustment

Beginning on the first anniversary of the commencement date of any SOW, and on each subsequent anniversary thereafter, Ventis may increase recurring fees by the greater of (a) four percent (4%) or (b) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U, U.S. City Average, All Items) over the preceding twelve (12) months. Ventis will provide Customer with written notice of any such adjustment not less than sixty (60) days prior to its effective date.

4.2 Third-Party Cost Pass-Through

Where a third-party vendor, licensor, carrier, or platform provider increases the cost of any product, license, subscription, or service resold or procured by Ventis on Customer's behalf, Ventis may pass through such increase to Customer upon thirty (30) days' written notice. Upon Customer's written request, Ventis will provide reasonable documentation substantiating the vendor increase. Pass-through increases under this subsection are in addition to, and not limited by, the annual adjustment in Section 4.1.

4.3 Disputed Invoices

Customer must dispute any invoice in writing within fifteen (15) days of the invoice date, specifying the disputed line items and the basis for the dispute. Undisputed portions of an invoice remain due per standard terms. Invoices not disputed within this period are deemed accepted and final.

4.4 Collection Costs

Customer shall reimburse Ventis for all reasonable costs of collection of any past-due amounts, including collection agency fees, court costs, and reasonable attorneys' fees, whether or not formal proceedings are commenced.

4.5 Set-Off Prohibited

Customer shall not withhold, offset, or deduct any amount from sums owed to Ventis on account of any claim, counterclaim, or alleged breach, except as finally determined by a court or arbitrator of competent jurisdiction.

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.
- Acknowledge and agree to the terms of Ventis' Security Responsibility & Partnership Disclaimer, available at ventisconsulting.com/security-responsibility-1, which is incorporated by reference into this Agreement. This document governs shared responsibilities related to cybersecurity, scope of coverage, client-approved overrides, and incident notification obligations.
- Designate at least one authorized point of contact empowered to approve work, authorize expenditures, and receive notices under this Agreement, and notify Ventis in writing of any change to that designation.

Ventis' performance obligations, including any response or resolution objectives, are excused to the extent Customer fails to meet the responsibilities set forth in this Section. Ventis shall not be liable for delays, service degradation, or increased costs arising from Customer's non-performance under this Section, and any resulting additional labor is billable at the applicable Labor Rate Policy.

6 Service Levels & Support Updated

Standard Business Hours. Ventis' standard business hours are **8:00 AM to 5:00 PM Eastern Time**, Monday through Friday, excluding holidays.

Extended Coverage Hours (Customer-Specific). Certain Customers may receive support availability outside Standard Business Hours (for example, as early as **6:30 AM Eastern Time**) based on operational needs. Any such extended availability must be expressly documented in the applicable SOW, Service Order, or Support Agreement. Extended Coverage Hours are Customer-specific and do not apply to other Customers unless stated in writing.

After-Hours Support. Work requested or required outside the Customer's Standard Business Hours and any documented Extended Coverage Hours is considered after-hours and may be billed at an increased rate and/or subject to minimum billing increments as defined in the applicable SOW, Support Agreement, or Labor Rate Policy.

- Support expectations are governed by Ventis' published Service Level Objectives ("SLOs") unless superseded in an SOW.
- **Objectives, not guarantees.** Ventis' SLOs state target response and remediation objectives. They are not service level agreements and carry no service credits, refunds, or other remedies unless service credits are expressly defined in an executed SOW. Failure to meet a stated objective does not, standing alone, constitute a material breach.
- 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.
- Confidentiality obligations do not extend to information that is or becomes publicly available through no fault of the receiving party, was rightfully known to the receiving party without restriction prior to disclosure, is rightfully received from a third party without breach of any obligation, or is independently developed without reference to the disclosing party's information. A party may disclose Confidential Information to the extent required by law, subpoena, or court order, provided it gives the other party prompt written notice where legally permitted.
- Ventis adheres to industry standards for data security and access control.
- Customer is responsible for endpoint-level security, access policy enforcement, and regulatory compliance.
- For Customers operating in a healthcare environment or handling Protected Health Information (PHI) as defined under HIPAA, Ventis' Business Associate Agreement ("BAA"), publicly available at ventisconsulting.com/business-assoc-agreement, is incorporated by reference and becomes automatically effective upon Customer's execution of any SOW or proposal that references these terms. A standalone executed BAA is available as a companion document upon request and is strongly recommended for audit purposes.
- 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.
- **Data Backup Responsibility.** Except where backup and recovery services are expressly included in an executed SOW, Customer is solely responsible for maintaining backups of its data. Where Ventis provides backup services, its obligations and any recovery point or recovery time objectives are defined exclusively in the applicable SOW.

8 Intellectual Property Updated

- 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.
- **License Grant.** Subject to Customer's payment in full of all amounts due, Ventis grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable license to use the deliverables produced under an SOW solely for Customer's internal business purposes for the duration of the applicable SOW and thereafter for Customer's internal reference. This license does not permit resale, redistribution, publication, or use in the delivery of services to third parties.
- **Revocation.** Any license granted is revocable upon contract termination for cause, non-payment, or violation of this Section.
- **Retained Materials & Residuals.** Ventis retains all right, title, and interest in its pre-existing materials, methodologies, templates, tooling, scripts, configurations, and know-how, including any general knowledge, skills, techniques, or experience retained in the unaided memory of Ventis personnel. Nothing in this Agreement restricts Ventis from providing similar services to other customers or from reusing such retained materials, provided Ventis does not disclose Customer's Confidential Information.
- **Feedback.** Any suggestions, feedback, or improvement ideas provided by Customer regarding Ventis' services may be used by Ventis without restriction or obligation.

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 Updated

- Ventis shall not be liable for indirect, incidental, punitive, special, exemplary, or consequential damages, including lost profits, lost revenue, lost data, business interruption, or loss of goodwill, regardless of the theory of liability and even if advised of the possibility of such damages.

- Ventis' total cumulative liability arising out of or related to the services shall not exceed the fees paid by the Customer for the specific service giving rise to the claim during the twelve (12) months immediately preceding the event giving rise to such claim.
- **Application of Cap.** The limitations in this Section apply to all claims of every kind, whether arising in contract, tort (including negligence), strict liability, statute, or otherwise, and apply to claims arising under or relating to Section 16 (Third-Party Products & Platform Services), the Reseller Addendum, and any incorporated document. Nothing in Section 16, the Reseller Addendum, or any other incorporated document shall be construed to expand Ventis' liability beyond this cap.
- **Essential Basis.** Customer acknowledges that the fees charged reflect the allocation of risk set forth in this Agreement, that the limitations in this Section and in Section 15 are an essential basis of the bargain, and that they shall apply notwithstanding the failure of any limited remedy of its essential purpose.
- Customer shall indemnify, defend, and hold harmless Ventis, its officers, directors, employees, and agents 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
    - Any claim brought by a Customer End Client arising from services delivered by or through Customer
- Ventis recommends the Customer obtain and maintain appropriate insurance coverage, including general liability, professional liability, and cyber liability insurance. See Section 23.

10.1 Indemnification Procedure

Ventis shall provide Customer with prompt written notice of any claim for which indemnification is sought; provided, however, that failure to give prompt notice relieves Customer of its obligations only to the extent Customer is materially prejudiced thereby. Customer shall assume control of the defense with counsel reasonably acceptable to Ventis. Ventis may participate in the defense at its own expense with counsel of its choosing. Customer shall not settle or compromise any claim in a manner that imposes any obligation, admission of liability, or restriction on Ventis without Ventis' prior written consent, which shall not be unreasonably withheld. Ventis shall provide reasonable cooperation in the defense at Customer's expense.

11 Term, Termination & Renewal Updated

> **Survival of Active SOWs.** Termination of this Agreement does not terminate, shorten, or otherwise affect any SOW then in effect. Each active SOW continues in force according to its own terms, and the provisions of this Agreement continue to govern each such SOW in full until that SOW expires or is terminated in accordance with this Section. Written notice of termination of this Agreement, standing alone, does not relieve Customer of any obligation under an active SOW, including payment obligations for the remainder of a fixed term.

This Agreement commences on the effective date of the first executed SOW, quote, or Service Order and remains in effect until terminated by either party upon thirty (30) days' written notice, subject to the conditions outlined below and to the survival provision above.

The Customer may terminate this Agreement or any active SOW for material breach by Ventis, provided written notice is given specifying the breach in reasonable detail and Ventis is granted a thirty (30) day opportunity to cure. 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 and any third-party costs committed by Ventis on Customer's behalf prior to the notice.

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).
- Unless otherwise stated in the applicable SOW, fixed-term SOWs will automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Ventis will make reasonable efforts to notify Customer of an upcoming renewal no later than ninety (90) days prior to the renewal date.
- 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 committed term for those services.
- 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.

11.1 Early Termination Charge (Liquidated Damages)

If Customer terminates a fixed-term SOW prior to its natural expiration for any reason other than Ventis' uncured material breach, or if Ventis terminates for cause, Customer shall pay Ventis an early termination charge equal to the sum of:

- (a) all fees for services rendered and expenses incurred through the effective date of termination;
- (b) the aggregate recurring fees that would have become due for the remainder of the then-current term; and
- (c) any third-party platform, subscription, licensing, or carrier costs committed by Ventis on Customer's behalf that Ventis cannot cancel without penalty, together with any early termination fees imposed on Ventis by such third parties.

The parties acknowledge that Ventis' actual damages resulting from early termination would be difficult or impossible to determine with precision; that Ventis commits staffing, tooling, licensing, and onboarding resources in reliance on the full committed term; that the foregoing amount represents a reasonable estimate of Ventis' anticipated loss and not a penalty; and that this charge is agreed upon as liquidated damages. The early termination charge is due within fifteen (15) days of the effective date of termination. Ventis will provide Customer with a written accounting of committed third-party costs upon request.

11.2 Effect of Termination

Upon termination or expiration for any reason: (a) all amounts owed to Ventis become immediately due and payable; (b) all licenses granted under Section 8 terminate except as expressly stated therein; (c) each party shall return or destroy the other's Confidential Information upon written request, subject to standard backup retention and legal hold obligations; and (d) transition assistance is governed by Section 24.

12 Warranties & Equipment

- Ventis provides no warranties unless stated in writing.
- Ventis warrants only that services will be performed in a professional and workmanlike manner consistent with generally accepted industry practices. Customer's exclusive remedy for breach of this warranty is re-performance of the deficient services, provided Customer notifies Ventis in writing within thirty (30) days of performance.
- Customer-owned hardware is covered by manufacturer warranties. Ventis passes through, without enlargement, any manufacturer or vendor warranty to the extent assignable, and makes no independent warranty as to any hardware or software product.
- 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.
- Rented equipment remains the property of Ventis at all times. Customer shall return all rented equipment in good working condition, ordinary wear and tear excepted, within fifteen (15) days of termination, and is responsible for the replacement cost of equipment not returned or returned damaged.

- Replacement coverage does not extend to loss, theft, abuse, intentional damage, unauthorized modification, power events, or environmental damage.

13 Dispute Resolution & Governing Law Updated

- This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply.
- **Good Faith Negotiation.** The parties shall first attempt to resolve any dispute through good faith negotiation between representatives with authority to settle, commencing within fifteen (15) days of written notice of the dispute.

13.1 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, that is not resolved through good faith negotiation within thirty (30) days shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules then in effect. The arbitration shall be conducted before a single arbitrator in Beaver County, Pennsylvania. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear its own costs and an equal share of the arbitrator's fees, except that the arbitrator shall award the prevailing party its reasonable attorneys' fees, costs, and arbitration expenses.

13.2 Carve-Outs

Notwithstanding Section 13.1, either party may bring an action in a court of competent jurisdiction in Beaver County, Pennsylvania — to which both parties consent to personal jurisdiction and venue — for: (a) collection of undisputed amounts owed, including actions in magisterial district court or on account; and (b) injunctive or other equitable relief to prevent or restrain actual or threatened breach of Sections 7 (Confidentiality), 8 (Intellectual Property), or 22 (Non-Solicitation), without the necessity of posting bond or proving actual damages.

13.3 Class Action Waiver

All disputes shall be arbitrated on an individual basis. Neither party may bring a claim as a plaintiff or class member in a class, collective, consolidated, or representative proceeding, and the arbitrator has no authority to consolidate claims or preside over any form of representative proceeding.

13.4 Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN THE EVENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN ARBITRATION FOR ANY REASON, EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY.

13.5 Limitations Period

Except for actions to collect amounts owed, no action arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action accrued.

13.6 Prevailing Party Fees

In any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees, and costs from the non-prevailing party.

14 Force Majeure Updated

Neither party shall be liable for delays or failures in performance caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, war, terrorism, civil unrest, labor disputes, governmental action, utility or telecommunications failures, internet or carrier outages, pandemics or epidemics, or cyberattacks (including denial-of-service attacks and attacks against third-party platforms).

The affected party shall promptly notify the other and use commercially reasonable efforts to resume performance. If a force majeure event continues for more than sixty (60) consecutive days, either party may terminate the affected SOW upon written notice, subject to payment for services rendered and third-party costs committed prior to termination.

> **Payment Obligations Not Excused.** Nothing in this Section excuses, suspends, or delays Customer's obligation to pay any amount when due under this Agreement or any SOW.

15 Disclaimer of Warranties Updated

EXCEPT AS EXPRESSLY STATED IN SECTION 12, SERVICES AND ANY PRODUCTS PROVIDED ARE FURNISHED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VENTIS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT.

VENTIS MAKES NO GUARANTEE OF OUTCOMES RELATED TO SYSTEM PERFORMANCE, UPTIME, DATA INTEGRITY, OR CYBERSECURITY RISK. VENTIS DOES NOT WARRANT THAT SERVICES OR ANY THIRD-PARTY PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT ALL VULNERABILITIES, THREATS, OR MALICIOUS ACTIVITY WILL BE DETECTED, PREVENTED, OR REMEDIATED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM VENTIS CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Some jurisdictions do not allow the exclusion of certain implied warranties; in such jurisdictions the foregoing exclusions apply to the maximum extent permitted by law.

16 Third-Party Products & Platform Services Updated

> **Third-Party Product & Platform Reseller Addendum:** Where Ventis resells, procures, administers, or delivers managed services through third-party software, hardware, licenses, subscriptions, cloud services, carrier services, or security platforms, the Ventis Third-Party Product & Platform Reseller Addendum ("Reseller Addendum") applies and is incorporated into this Agreement by reference. In the event of a conflict between this MSA and the Reseller Addendum regarding third-party products or platforms, the Reseller Addendum controls — except that Sections 10 and 15 of this MSA control as to limitation of liability and disclaimer of warranties in all cases.

- Ventis acts as an authorized reseller or intermediary for third-party products and is not the manufacturer, developer, or original licensor of such products.

- Third-party products and platforms are governed by each respective vendor's terms, which are binding on Customer. Customer agrees to review and comply with all applicable vendor terms prior to use.
- Ventis shall not be liable for any vendor's failure to perform, any defect in a third-party product, or any modification of vendor terms by the vendor.
- **No Direct Claims Against Vendors:** Customer agrees not to bring any claim, action, or proceeding directly against any third-party vendor whose products or platforms are used by Ventis to deliver services, including but not limited to SentinelOne (Sentinel Labs, Inc.), ConnectWise LLC, Timus Networks, or Proofpoint, Inc. All claims arising from third-party products or platforms must be directed solely to Ventis.
- **Claims Subject to Cap:** Any claim directed to Ventis under the preceding provision remains fully subject to the limitations of liability in Section 10 and the disclaimers in Section 15. Customer acknowledges that the routing of vendor-related claims to Ventis does not create, expand, or imply any liability on Ventis' part beyond the stated cap, and that Ventis' recovery from a vendor, if any, is Customer's sole practical source of recovery above that cap.
- **End Client Obligation:** Where Customer has End Clients (third-party customers receiving services through Customer), Customer shall include equivalent language in its agreements with End Clients preventing End Clients from bringing claims directly against Ventis' third-party vendors and against Ventis, and shall indemnify Ventis for any End Client claim brought in breach of this obligation.
- **Automated Security Actions:** Certain security platforms used by Ventis to deliver managed services may perform automated actions on Customer or End Client systems, including host isolation, process termination, file quarantine, and threat remediation. Customer acknowledges and consents to these capabilities as part of managed service delivery. Customer is responsible for identifying any systems to be excluded from automated actions and communicating this to Ventis in writing prior to deployment.
- Ventis shall not be liable for service disruption resulting from automated security actions taken in good faith response to detected threats.
- The full terms governing third-party products and platforms, including named vendor provisions for SentinelOne, ConnectWise, Timus Networks, and Proofpoint, are set forth in the Reseller Addendum available at ventisconsulting.com/reseller-agreement.

17 Entire Agreement Updated

- This MSA and its referenced documents — including SOWs, Service Orders, SLOs, BAAs, MAC Policy, Security Responsibility & Partnership Disclaimer, Labor Rate Policy, School Data Agreement, and the Third-Party Product & Platform Reseller Addendum — constitute the full agreement between the parties and supersede all prior or contemporaneous proposals, negotiations, representations, and agreements, whether oral or written.
- Amendments must be executed in writing and signed by both parties, except as provided in Sections 4.1, 4.2, and 26.
- **Order of Precedence.** In the event of conflict, the following order controls: (1) an executed SOW or Service Order, as to that engagement only; (2) the Reseller Addendum, as to third-party products and platforms; (3) the School Data Agreement, as to student data and education records; (4) the BAA, as to Protected Health Information; (5) this MSA; (6) all other incorporated documents. Notwithstanding

the foregoing, Sections 10 and 15 of this MSA control in all cases unless an executed SOW expressly amends them by specific reference.

- **No Customer Terms.** Any purchase order, vendor portal terms, click-through terms, or other Customer-issued document is for Customer's administrative convenience only. Any additional or conflicting terms contained therein are rejected and have no effect, notwithstanding Ventis' acknowledgment of or performance under such document.
- For engagements with Educational Institutions involving student data or education records, the Ventis School Data Agreement ("SDA"), available at ventisconsulting.com/legal-2, controls with respect to student data and education records obligations. All other MSA provisions remain in effect.
- **Survival.** Sections 4 (as to amounts accrued), 7, 8, 9, 10, 11.1, 11.2, 12 (as to rented equipment), 13, 15, 16, 20, 21, 22, 24, and 25 survive termination or expiration of this Agreement.

18 Notices Updated

All formal notices under this Agreement must be submitted in writing via certified mail (return receipt requested), 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.

Notices to Ventis must be sent to:

Ventis Consulting Group, Inc.
Attn: Legal / Contract Notices
1711 Ohio Ave
Industry, PA 15052
Email: legal@ventis.net (with copy to helpdesk@ventis.net)

Notices are deemed given: upon documented delivery for certified mail and courier; and on the date of transmission for email, provided no bounce or delivery failure is received and a read receipt or written acknowledgment is obtained. Routine operational communications, service tickets, and helpdesk correspondence do not constitute notice under this Agreement.

19 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. Where a provision is held overbroad, it shall be reformed and enforced to the maximum extent permitted rather than struck in its entirety.

20 Written Recommendations & Customer Waiver Updated

Where Ventis provides a written recommendation for additional services, hardware upgrades, security measures, backup solutions, or other risk-mitigation actions, and Customer declines to implement such recommendation or fails to respond within thirty (30) days of written delivery, Customer assumes full responsibility for any loss, damage, breach, outage, or regulatory violation directly or indirectly resulting from the unimplemented recommendation. Ventis shall bear no liability for outcomes attributable to Customer's refusal or inaction.

20.1 Delivery Requirements

To invoke this Section, Ventis' recommendation must be: (a) delivered in accordance with Section 18 to Customer's designated authorized contact; (b) conspicuously labeled "Critical Action Letter" or "Written Recommendation — Ventis MSA Section 20"; (c) specific as to the recommended action and the identified risk being mitigated; and (d) state plainly that failure to respond within thirty (30) days constitutes a waiver under this Section.

20.2 Waiver by Signature, Confirmation, or Non-Response

Customer's signature on a Critical Action Letter or Waiver document, or written confirmation of declination via email, constitutes a binding waiver. Where Customer refuses to sign or acknowledge a Critical Action Letter delivered in compliance with Section 20.1, Ventis' documented delivery of the recommendation — with no timely response from Customer — shall serve as constructive notice and waiver.

20.3 Scope

This Section allocates risk for the specific unimplemented recommendation identified in the notice. It does not waive Ventis' obligations with respect to services Customer has contracted for and Ventis has agreed to perform.

This provision survives termination of this Agreement.

21 Assignment & Subcontracting New

- **By Customer.** Customer may not assign, delegate, or transfer this Agreement or any SOW, in whole or in part, whether by operation of law, merger, change of control, sale of substantially all assets, or otherwise, without Ventis' prior written consent, which shall not be unreasonably withheld. Any attempted assignment in violation of this Section is void.
- **By Ventis.** Ventis may assign this Agreement and any SOW, in whole or in part, without Customer's consent, to any affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity.
- **Subcontractors.** Ventis may engage subcontractors, contract technicians, and third-party service providers to perform any portion of the services. Ventis remains responsible for the performance of its subcontractors under this Agreement and shall bind them to confidentiality obligations no less protective than those in Section 7. Where Protected Health Information is involved, Ventis shall obtain any subcontractor business associate agreement required under HIPAA.
- **Binding Effect.** This Agreement binds and inures to the benefit of the parties and their permitted successors and assigns.

22 Non-Solicitation of Personnel New

During the term of this Agreement and for twelve (12) months following its termination or expiration, Customer shall not, directly or indirectly, solicit for employment, hire, engage as a contractor or consultant, or otherwise retain the services of any Ventis employee, contractor, or subcontractor who has performed services for or had material contact with Customer, without Ventis' prior written consent.

Customer acknowledges that Ventis invests substantially in recruiting, training, certifying, and developing technical personnel, and that the loss of such personnel to a Customer would cause damages difficult to quantify. Accordingly, if Customer breaches this Section, Customer shall pay Ventis a placement fee equal to fifty percent (50%) of the individual's annualized total compensation in the position with Customer, or Twenty-Five Thousand Dollars ($25,000), whichever is greater. The parties agree this amount is a reasonable estimate of Ventis' loss and not a penalty. This remedy is in addition to, and not in lieu of, injunctive relief available under Section 13.2.

General public job postings and advertisements not specifically targeted at Ventis personnel, and responses thereto initiated solely by the individual without direct or indirect encouragement by Customer, do not constitute solicitation under this Section. This provision survives termination of this Agreement.

23 Customer Insurance New

Customer shall obtain and maintain, at its own expense, throughout the term of this Agreement and for one (1) year thereafter, the following minimum insurance coverage with carriers rated A- or better by A.M. Best:

- Commercial General Liability: not less than $1,000,000 per occurrence and $2,000,000 aggregate;
- Cyber Liability / Network Security & Privacy Liability: not less than $1,000,000 per claim, including coverage for breach response, notification costs, regulatory defense, and business interruption;
- Workers' Compensation as required by the Commonwealth of Pennsylvania, and Employer's Liability of not less than $500,000.

Customer shall furnish certificates of insurance upon written request. Customer's failure to maintain the coverage described above does not diminish Customer's obligations under Sections 10, 16, or 20, and any resulting uninsured loss remains Customer's sole responsibility. Where an executed SOW specifies different limits, the SOW controls for that engagement.

24 Transition & Offboarding Assistance New

Upon termination or expiration of this Agreement or any applicable SOW, and conditioned upon Customer's account being current and all amounts owed (including any early termination charge under Section 11.1) having been paid in full, Ventis will provide reasonable transition assistance, including documentation of managed systems, configuration summaries, credential handoff, and administrative cooperation with the incoming service provider.

- **Included hours.** Up to ten (10) hours of transition assistance are provided at no additional charge for SOWs with a term of twelve (12) months or greater. Assistance beyond the included hours is billable at Ventis' then-current published Labor Rate Policy, prepaid or invoiced NET 15 at Ventis' discretion.

- **Window.** Transition assistance is available for thirty (30) days following the effective date of termination. Requests after this window are subject to availability and billable at standard rates.
- **Customer responsibility.** Deregistration, license transfer, tenant ownership transfer, subscription reassignment, domain and DNS control, and vendor-side offboarding of third-party platforms remain the Customer's sole responsibility. Ventis will provide reasonable cooperation but cannot compel third-party vendor action.
- **Limitation.** Ventis shall not be liable for delays, service gaps, data loss, or business interruption arising from a third-party vendor's failure to timely complete deregistration or transfer actions, from Customer's failure to timely request transition assistance, or from the acts or omissions of any incoming service provider.
- **Data return.** Customer data held by Ventis will be made available in a commercially reasonable format upon written request made within the transition window. Ventis is not obligated to retain Customer data beyond thirty (30) days after termination and may thereafter delete it in accordance with its standard retention practices, subject to any applicable BAA.

25 General Provisions New

- **No Waiver.** No failure or delay by either party in exercising any right under this Agreement operates as a waiver of that right. Ventis' forbearance in enforcing payment terms, finance charges, late fees, or any other provision on one or more occasions does not waive its right to enforce that provision at any time thereafter, and does not establish a course of dealing or modify this Agreement. A waiver is effective only if in writing and signed by the waiving party.
- **Counterparts & Electronic Signature.** This Agreement and any SOW may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Signatures delivered electronically, including via DocuSign, PandaDoc, or scanned PDF, are valid and binding to the same extent as original signatures under the Pennsylvania Uniform Electronic Transactions Act and the federal E-SIGN Act.
- **Publicity.** Ventis may identify Customer by name and logo as a client in its marketing materials, website, proposals, and case studies. Customer may revoke this permission at any time upon written notice, effective prospectively.
- **Headings & Construction.** Section headings are for convenience only and do not affect interpretation. This Agreement shall not be construed against either party as drafter. "Including" means "including without limitation."
- **Compliance with Law.** Each party shall comply with all applicable laws in performing under this Agreement, including export control, sanctions, and anti-corruption laws.
- **Cooperation with Investigations.** In the event of a suspected security incident, each party shall cooperate reasonably with the other's investigation and preserve relevant logs and evidence, subject to Section 7 and any applicable BAA.
- **Further Assurances.** Each party shall execute such additional documents as are reasonably necessary to give effect to this Agreement.

26 Document Versioning & Updates New

Ventis maintains a dated version archive of this Agreement and all incorporated legal documents. Each published version bears an effective date and version number.

- The version of this Agreement and each incorporated document in effect on the execution date of an SOW governs that SOW throughout its initial term.
- Updates to Ventis' publicly posted legal terms apply prospectively and govern new SOWs, and renewals of existing SOWs, effective as of the renewal date. Ventis will provide written notice of any material change to incorporated terms not less than sixty (60) days prior to a scheduled renewal.
- Where a material change to incorporated terms would apply at renewal and Customer objects in writing within thirty (30) days of notice, Customer's sole remedy is to provide notice of non-renewal in accordance with Section 11.
- Upon written request, Ventis will furnish Customer with a copy of the version of any incorporated document applicable to Customer's SOW as of its execution date.

Version history: v1.0 — April 25, 2025 (initial). v2.0 — May 25, 2026 (Sections 11, 16, 20 updated/added). v3.0 — August 7, 2026 (Sections 4, 6, 8, 10, 11, 13, 14, 15, 16, 17, 18, 20 revised; Sections 21–26 added).

Acknowledgment & Acceptance

The undersigned, on behalf of Customer, acknowledges that it has received, read, and agrees to be bound by this Master Services Agreement (Version 3.0, effective August 7, 2026) and all documents incorporated by reference herein, and represents and warrants that it is duly authorized to bind Customer to these terms.

Execution of any Statement of Work, Service Order, quote, or proposal referencing Ventis' terms and conditions or ventisconsulting.com/legal-1 constitutes acceptance of this Agreement without the need for a separate signature below. This page is provided for Customers who require a standalone executed copy.

Customer — Authorized Signature	Ventis Consulting Group, Inc.
Printed Name / Title	Printed Name / Title
Company / Date	Date

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