

Master Service Agreement

THIS AGREEMENT (“Agreement”) is made effective on _____, 2023 (“Effective Date”) by Custom Internet Services, LLC, located at 104 1/2 W. 9th Avenue, Suite 500, Winfield, Kansas 67156 (“CIS”) and _____ (“Client”) and to continue thereafter for 1 year or 1 year following the expiration of any Addendum hereto, whichever is later (collectively, “Term” with each Addendum term referred to herein as an “Addendum Term”).

- 1. Master Agreement and Addendum(s).** CIS may access and assess Client’s systems for the purposes of preparing a proposal for Products and Services and may charge a fee for such review. This Agreement may be subsequently supplemented by addendums relating to (a) procuring equipment, hardware, software, material (“Products”) or (b) professional services, including maintenance, consulting, or subscription services (“Services”) (individually and collectively referred to as Statement of Work (“SOW”) or “Addendum(s)”). Each such Addendum must be executed by the parties whereupon it shall become incorporated herein. If there is a direct conflict between this Agreement and any specific language of an Addendum, the applicable Addendum shall prevail.
- 2. Primary Contact(s).** Client shall appoint a primary contact person to provide direction, instruction, and consent for CIS performances of any Services or the sale of any Product. The primary contact person shall be the signatory below unless named in an Addendum or notified otherwise.
- 3. Total Monthly Fees and Payment Terms:** Upon executing an Addendum relating to Services or Products, Client will pay CIS the amounts and at rates as set forth in the Addendum, together with any sales or use tax, following service via check, or ACH. For any work not within the scope of an Addendum (“Out of Scope Work”), Client shall pay in accordance with CIS invoices, either before or after such services are rendered, as determined by CIS. All fees will be subject to a finance charge of 1.5% monthly if not paid within 60 days. CIS failure to assess the finance charge does not waive its right to assess the finance charge retroactively or prospectively at any time.
- 4. Hours and Rates:** Services are provided between 8:00 AM and 5:00 PM (Central Prevailing Time), Monday through Thursday and 8:00 AM and 4:00 PM (Central Prevailing Time) Friday excluding national holidays (“Normal Business Hours”). After Normal Business Hours rates and Normal Business Hours rate for Out-of-Scope work are as published to Client by CIS from time to time.
- 5. End of Term/Automatic Renewal:** Upon the conclusion of the initial one-year Term or subsequent Addendum Term (as the case may be), any subsequent Addendum Term shall automatically be extended for one (1) year following the expiration of the preceding term except that fees shall increase according to the current schedule, unless terminated by either party in writing to the other at least sixty (60) days prior to the expiration of the then-current Addendum Term. Upon the end of an Addendum Term or renewal thereof (as the case may be), CIS transition services shall be billed at its regular hourly rates and on a prepaid basis in accordance with CIS estimates. CIS shall have no obligation to protect Client data beyond the expiration of an Addendum Term or renewal thereof, except that CIS will maintain confidentiality of Client data consistent with section twelve (12) of this Master Service Agreement.
- 6. Early Termination:** An Addendum may be terminated early by either party by submitting written notice of the intent to terminate the Addendum to the other party, at least sixty (60) days in advance of the termination date. If the termination is by Client and CIS is not in material breach of this Agreement, Client shall pay in advance of termination a termination fee equal to fifty percent (50%) of the average fees paid by Client per month over the prior 6 months for each month remaining in the Addendum Term and shall pay CIS transition services at its regular hourly rates and on a prepaid basis in accordance with CIS estimates. The written request to terminate the

Addendum must be accompanied by the foregoing termination fee and any unpaid monthly fees due through the termination date of the Addendum. Any written request to terminate the Addendum which is not accompanied by the termination fee and unpaid monthly fees due through the end of the termination date will be ineffective. Upon termination of an Addendum, Client shall provide CIS access to its systems to enable the removal of CIS Products and third-party intellectual property. CIS may invoice and Client shall pay, the depreciated fair market value of any and all missing or damaged Products. Certain services require the installation of software agents and Client agrees not to remove, disable, circumvent, or otherwise disrupt the Software Agents unless we explicitly direct you to do so.

7. **Default:** In the event Client fails to pay charges accrued when due, CIS may, with notice to Client and thirty (30) days to cure, suspend or withdraw further services. Upon default, Client agrees to pay all expenses of collection, including reasonable attorneys' fees.
8. **Warranty and Testing of Services:** CIS warrants that its technicians have the requisite qualifications and experience to provide the Services. WITH REGARD TO SERVICES OR PRODUCTS, CIS MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY AND CLIENT SHALL RELY SOLELY UPON THE WARRANTIES OF THIRD-PARTY MANUFACTURERS. CIS's liability, and Client's sole and exclusive remedy, for a breach of this warranty shall be to terminate the Addendum pursuant to a written notice, provided Client first notified CIS of the breach in writing and permitted CIS a reasonable period of time of at least 30 days to cure such breach. The foregoing remedy shall not be available if Client fails to provide a written notice of such breach within 30 days after delivery of the services to Client. It shall not be an CIS breach if Client, its contractors, or agents modified any CIS Products or Services except as authorized by CIS in writing.
9. **Testing of Services.** Services will be deemed to conform to the specifications set forth in an Addendum upon completion of same and the passage of fifteen (15) days ("Test Period") unless objected to in writing, in which such case, the remedied Services will be subjected to another Test Period.
10. **Limits of Liability, Exclusion of Damages, Indemnification for Client responsibility:** Client acknowledges that limitation of liabilities and exclusion of damages are a bargained-for and material part of this Agreement. The pricing of Addendums would be significantly increased if CIS undertook more liability and damages as network and computer systems rely on the inter-operability of various software and hardware components from various manufacturers. THE TOTAL MAXIMUM LIABILITY OF CIS HEREUNDER SHALL NOT EXCEED THE AMOUNTS THAT CLIENT HAS PAID CIS OVER THE PAST 6 MONTHS FOR THE ADDENDUM FOR WHICH CLIENT'S CLAIM AROSE. CIS shall not be liable in any way for any delays in, or any failure of, services performed hereunder due to any wrongful, criminal, or grossly negligent act or omission of Client, or its employees, agents and any third-party; and/or Client's failure to provide to, or secure for CIS as appropriate, reasonable access to Client's facilities, equipment and/or information as reasonably requested by CIS. CIS SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM CLAIMS RELATED TO LOSS OF DATA, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, OR OTHER DOWN TIME COSTS, EXCEPT TO THE EXTENT OF INSURANCE COVERAGE OF CIS FOR CLAIMS WHICH ARE COVERED PURSUANT TO CIS'S INSURANCE POLICIES BUT ONLY TO THE EXTENT OF SUCH COVERAGE. CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CIS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY CIS TO THE EXTENT OF CLIENT'S RESPONSIBILITY RELATING TO THE PERFORMANCE OF SERVICES EXCEPT SOLELY TO THE EXTENT RESULTING FROM THE WILLFUL OR KNOWING MISCONDUCT OF CIS. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CIS SHALL HAVE NO LIABILITY FOR ANY PRODUCT OR SERVICE OFFERED TO CLIENT DURING THE TERM WHICH SUCH PRODUCT OR SERVICE WAS DECLINED BY CLIENT.**
11. **Intellectual Property Rights and Limits of Support Provided:** CIS retains all right, title and interest, including moral rights, in intellectual property, trade secrets, know-how and confidential information, together with all of the goodwill, derivative works associated therewith and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials prepared by or on behalf of CIS in the course

of performing Services unless provided otherwise in an Addendum. CIS neither grants nor otherwise transfers any rights of ownership to Intellectual Property Rights to Client but does provide a nonexclusive license to use such Intellectual Property Rights as delivered during an Addendum Term. CIS shall make commercially reasonable efforts in resolution of support issues but is not required to provide unlimited support. CIS is not required to provide training to Client. Notwithstanding any provision to the contrary, all third-party materials are licensed and not sold and will be governed by the terms of the end user license agreement of their respective manufacturers or licensors.

12. **Confidentiality:** CIS will not, at any time or in any manner, either directly or indirectly, use or divulge, disclose, or communicate any information that is proprietary to Client. CIS will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the expiration of the Agreement. Information is not confidential or proprietary if (a) was rightfully in CIS's possession without any obligation of confidentiality; (b) is or becomes a matter of public knowledge through no fault of CIS; (c) is rightfully received by CIS from a third-party without violation of a duty of confidentiality; (d) is disclosed by Client without similar restriction; or (e) is or was independently developed by, or for, CIS.
13. **Microsoft Licenses:** You agree and understand that Custom Internet Services LLC may enter into Microsoft Service Agreements ("Microsoft" and/or "Microsoft Agreement") in order to provide services to You. Microsoft has implemented two new pricing models. **Yearly Commitment:** Requires a one-year term and DOES NOT allow early termination or transfer a new MSP/CSP without payment of the remaining service fees for the remainder of the Microsoft Agreement term. You agree and understand that the Microsoft term may not run concurrently with the term of this Agreement. You agree and understand that if Custom Internet Services enters into any Microsoft Agreement on Your behalf that You may not decrease the number of Microsoft licenses during the term of any Microsoft provided services. You may only increase the number of Microsoft licenses. Any subsequently acquired licenses shall be coterminous with the existing term. You agree and understand that if you cancel or terminate Your services with Provider, You are responsible to pay any and all Microsoft fees for the remainder of the term of the Microsoft Agreement(s) immediately upon termination. **Monthly Commitment:** This is a month-to-month agreement with a 20% cost increase over Yearly Commitment term rates. Month to Month may be canceled as allowed by Microsoft. Taxes, shipping, handling, and other fees may apply to either pricing model.
14. **Permanent Hire:** Client may make an offer of permanent employment to employees or contract personnel of CIS. If employment is accepted during an Addendum term or during twelve months following an Addendum term, Client shall, within 15 days, pay one half of the total compensation paid by CIS in the year immediately preceding to such person being hired.
15. **Governing Law:** This Agreement shall be construed and governed by the laws of the State of Kansas. If CIS commences an action for collection of fees, CIS shall be entitled to recover its costs and fees, including reasonable attorneys' fees.
16. **Entire Agreement:** This Agreement and all Addendums and documents incorporated herein by reference contain the entire Agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written.
17. **Severability:** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. **Force Majeure:** The Parties shall not be held liable for failure to perform their respective obligations under the Agreement when prevented from doing so by strike, epidemic, lockout, breakdown, accident, order, or regulation by any governmental authority, or because of war or other emergency, or for any other cause beyond their reasonable control.

19. **No Waivers.** Failure to require performance by the other party under this Agreement will not affect the right to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of a continuing or succeeding breach.
20. **Notices.** Any notices given hereunder shall be sent by e-mail to the last notified e-mail address of a party with a read receipt or an email confirming receipt. If there is not a read receipt or email confirming receipt, written notice may be made by certified mail return receipt requested through the U.S. Postal Service to the address of the party signing on behalf of a party below.

For Client:

Authorizing Signature: _____ Date: _____

Print Name: _____ Title: _____

CIS: Custom Internet Services, LLC

Authorizing Signature: _____ Date: _____

Print Name: Stephen Strom Title: Owner