



Voyager Technology Solutions, LLC
Master Services Agreement 1.0
08/28/2026

General

1. Definitions and Interpretation

1.1 In these Conditions, the Rate Schedule and every Quote, Accepted Quote, Plan, contract, or other arrangement in connection with the supply of Goods or Services by Voyager Technology Solutions, LLC the following words have the following meanings:

"Accepted Quote" means a Quote that has become a binding contract under Section 10.

"After Hours" means from 5:01 pm to 8:59 am Monday to Friday and all day Saturday and Sunday, including Public Holidays.

"Agreement" means these Conditions together with each Accepted Quote and Plan.

"Business Hours" means Monday to Friday 9:00 am to 5:00 pm, excluding Public Holidays.

"Client", "You" or "Your" means a person who seeks or obtains a Quote for, or who obtains, Goods or Services from Us, and includes a person whose name appears on a Quote or Accepted Quote or on an email accepting a Quote, a person who accepts a Quote, and a person on whose behalf a Quote is accepted or on whose behalf it appears a Quote is accepted, and in any case each of their successors and assigns.

"Client Data" means data, content, and records You provide to Us or that reside on systems We administer for You in performing the Services, including personal information of Your employees, customers, and users.

"Committed Term" means, only for a Plan or other recurring service stated on an Accepted Quote or Plan, the initial minimum term stated on that Accepted Quote or Plan or, if none is stated, twelve (12) months, and each successive twelve (12) month renewal term under Section 3. A renewal term is a Committed Term. A project-only Accepted Quote does not have a Committed Term.

"Conditions" means this Master Services Agreement (also called this **"MSA"**).

"Delay Labor" means labor invoiced under Section 29.16 for work actually performed through a delay date.

"Documented Hold" means a planned gap in Our performance that is stated on the Accepted Quote or in a written notice (email is sufficient) and that states an estimated remobilization date (for example, a gap between prewire, general-contractor work, and trim-out).

"Goods" means hardware and other tangible items sourced by Us or provided by Us, including computer hardware and related physical equipment. Goods do not include Services.

"Period" means a particular number of half-days, days, weeks, months, or any other period, as may be agreed between Us and You as the period during which some Services will be provided.

"Plan" means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in a Plan Schedule.

"Plan Schedule" means the key terms applicable to Plans as set, and as may be varied by Us from time to time subject to Section 9 as to a Plan that is in a Committed Term.

"Public Holidays" means any day that is a public holiday throughout Michigan.

"Quote" means a quote provided to You by Us.

"Rates" means the hourly rates and other charges for Services (including any call-out fees and any Return/Cancellation Fees) set out in the Rate Schedule, a Plan, Plan Schedule, Quote, Accepted Quote, contract or arrangement entered into by Us and You or in these Conditions, and includes any monies payable to Us on a quantum meruit basis for any work We have done.

"Rate Schedule" means the schedule of rates, charges and conditions for Our services as set, and as may be varied, by Us from time to time. We may update the Rate Schedule for non-committed time-and-materials work without a Quote amendment. Pricing stated in an Accepted Quote is governed by Section 9 and Section 12.

"Return/Cancellation Fee" means a fee charged pursuant to Section 10 or Section 12 as set by Us from time to time.

"Service Request" means a request for service such as adds, moves, changes and technical assistance.

"Services" means the provision of any services by Us including Work, advice, recommendations, Plans, support, installation labor, and similar professional services.

"Software" includes software and any installation, update, associated software and any services provided in connection with any of these things.

"Substantial Completion" means the Goods and Services in the Accepted Quote are sufficiently complete that You can use them for their intended purpose, even if minor punch-list items remain. We may give written notice that Substantial Completion has occurred. If You do not object in writing within three (3) business days after that notice, specifying material incomplete items that prevent intended use, Substantial Completion is deemed to have occurred on the date of Our notice. Punch-list work will still be completed but does not delay the completion labor charge, handover holdback, or the start of the installation-labor warranty. If the Accepted Quote divides work into phases, Substantial Completion is determined separately for each phase as provided in Section 10.20.

"Us", "Our" or "We" means Voyager Technology Solutions, LLC, a Michigan limited liability company, EIN 46-1824211, of 24764 Crestview Ct, Farmington Hills, MI 48335, and its successors and assigns.

"Voyager Tools" means Our remote monitoring and management (RMM) software, scripts, templates, methods, playbooks, documentation not unique to Your environment, and similar tools.

"Work" means anything We may do, provide, customize, produce or acquire, whether or not in connection with, or for the purposes of, You or Your use or benefit, and includes testing, troubleshooting, installation and configuration of new equipment or software, consulting, scoping, planning, documenting and quoting for complex items.

1.2 In these Conditions, the Rate Schedule and every Quote, Accepted Quote, Plan, contract, or other arrangement in connection with the supply of Goods or Services by Us, unless the contrary intention appears:

- (a) Words denoting the singular number only shall include the plural number and vice versa;
- (b) Reference to any gender shall include every other gender;
- (c) Reference to any statute or regulation shall include any amendment currently in force at the relevant time and any statute or regulation enacted or passed in substitution therefor;
- (d) Headings and words put in bold are for convenience of reference only and do not affect the interpretation or construction of these Conditions;
- (e) All references to dollars (\$) are to US Dollars;
- (f) A reference to time is to Eastern Time;
- (g) A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (h) A reference to a clause, schedule, or attachment is to a clause, schedule, or attachment of or to these Conditions;
- (i) A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;
- (j) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (k) A reference to "includes" means includes without limitation; and
- (l) A reference to bankruptcy or winding up includes bankruptcy, winding up, liquidation, dissolution, assignment for the benefit of creditors, or the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction, and the procedures, circumstances and events which constitute any of those conditions or matters.

2. Application of this MSA; Order of Precedence

- 2.1 These Conditions constitute this Master Services Agreement. Each Accepted Quote is the binding contract for that job. These Conditions, together with each Accepted Quote and Plan, form the Agreement.
- 2.2 If there is a conflict: (a) the Accepted Quote controls as to scope, price, deposits, schedule, service levels (SLA), term, warranty, and any liability cap stated on the Quote; (b) these Conditions fill legal gaps and control all other legal terms; and (c) a later Accepted Quote or Plan controls over an earlier one as to the same subject matter.
- 2.3 Preprinted or attached terms on a purchase order, vendor portal, or similar document You issue never apply, even if We acknowledge a purchase-order number, commence work, or accept payment. We may treat a number You provide as a billing reference only.
- 2.4 These Conditions and the Accepted Quote are the entire agreement on the subject matter and supersede prior proposals on the same subject, except as the Accepted Quote expressly states.
- 2.5 The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate, or render unenforceable, the remaining provisions of this Agreement.

2A. Relationship of the Parties

- 2A.1 Independent contractor. We are an independent contractor. Nothing in this Agreement makes Us Your employee, partner, joint venturer, or agent. We have no authority to bind You except as this Agreement states.
- 2A.2 Non-exclusive; co-managed environments. Unless an Accepted Quote or Plan states that We are Your exclusive provider, You may use other information-technology or low-voltage vendors. We are not responsible for their work, for systems We do not manage, or for failures caused by others' changes. You will tell Us who else has privileged access to systems We support or install.
- 2A.3 Authorized contacts. Notices and instructions (including verbal time-and-materials authorization) bind You if given by a person who reasonably appears to have authority, including anyone You designate in a Quote or in writing as an authorized contact. You will keep that list current. This Section does not limit Section 10.3.

3. Commitment Term

- 3.1 A Committed Term exists only for a Plan or other recurring service stated on an Accepted Quote or Plan. Unless that Accepted Quote or Plan states a different term, the Committed Term is twelve (12) months, beginning from the first day of the next month after the date that Quote becomes an Accepted Quote, or such other start date as that Accepted Quote or Plan states.
- 3.2 After expiry of the then-current Committed Term, that Plan or other recurring service automatically renews for successive twelve (12) month Committed Terms unless either party gives written notice of non-renewal under Section 6 at least ninety (90) days before the end of the then-current term. Early-termination charges under Section 4.5 apply only to a Plan or other recurring service that is in a Committed Term.
- 3.3 A project-only Accepted Quote (including an installation, time-and-materials project, or hardware sale with no Plan or other recurring service) does not create a Committed Term, does not auto-renew, and is not subject to early-termination charges under Section 4.5. These Conditions still govern that Accepted Quote. That Accepted Quote ends when the job is done and amounts due for it are paid, subject to survival under Section 4.6.
- 3.4 If You have signed this MSA, it remains available for later Quotes without a new MSA signature. Each project Accepted Quote is its own job.

4. Termination

- 4.1 Convenience. Either party may terminate this Agreement for any reason upon ninety (90) days' written notice to the other party delivered in accordance with Section 6. Termination under this Section 4.1 does not cancel a project-only Accepted Quote. A project-only Accepted Quote remains in effect until completed or canceled under Section 11.3 or its express terms. If You terminate under this Section 4.1 during a Committed Term (including a renewed twelve (12) month term), Section 4.5 applies. If We terminate under this Section 4.1 during a Committed Term, You pay through the effective date only (no early-termination charges under Section 4.5), and We will reasonably assist transition under Section 4.3 at then-current Rates.
- 4.2 Cause. Either party may terminate this Agreement by written notice delivered in accordance with Section 6 if the other party: (a) fails to fulfill any material obligation under this Agreement or breaches any material term and does not cure that failure or breach within thirty (30) days after receiving written notice describing it; or (b) ceases or suspends its business operations without a permitted assignee. Early-termination charges under Section 4.5 do not apply if You terminate under this Section 4.2 for Our material breach.
- 4.3 Offboarding. If either party terminates this Agreement, We will assist in the orderly termination of Services, including timely transfer of Services to another designated provider. You agree to pay Us for rendering such assistance at then-current Rates. On request and after payment of undisputed amounts as provided in Section 29.1A, We will deliver Client Data in a reasonable format and remove or disable Our RMM, backup, and similar agents.
- 4.4 Fees through the effective date. You remain responsible for all fees, invoices, and recurring charges through the effective date of termination regardless of which termination clause is invoked, except as Section 4.1 (Our convenience) or Section 4.2 (Your termination for Our material breach) otherwise provides with respect to early-termination charges.
- 4.5 Early-termination charges. If You terminate under Section 4.1 (convenience) during a Committed Term, including a renewed twelve (12) month Committed Term, You will pay, as liquidated damages and not as a penalty, the remaining recurring fees that would have been due through the end of that Committed Term. Those amounts equal Our reasonably estimated lost profit and vendor commitments. Early-termination charges do not apply if You terminate under Section 4.2 for Our material breach after the cure period, or if We terminate under Section 4.1.
- 4.6 Survival. Termination of this Agreement for any reason does not release either party from any obligations or amounts that have already accrued prior to the effective date of termination. Any outstanding invoices, fees, or amounts owed to Us remain due and payable in full regardless of termination. Sections that by their nature should survive (including payment,

liability, indemnity, confidentiality, intellectual property, non-solicitation, limitation on claims, and this survival clause) survive.

4.7 Microsoft and similar subscriptions. Termination of this Agreement does not by itself end Microsoft NCE or similar vendor subscriptions. Section 13A governs those subscriptions.

5. Representations

5.1 You acknowledge that no employee or agent of Ours has any right to make any representation, warranty or promise in relation to the supply of Goods or Services other than subject to and as may be contained in the Conditions.

6. Notices

6.1 Any notices given under these Conditions shall be in writing and may be sent (a) by email to the last notified email address of the receiving party, or (b) by certified mail, return receipt requested, to the last known physical address of the receiving party. Termination and non-renewal notices should use both where practicable. Notices and instructions are effective if given to or by an authorized contact as provided in Section 2A.3.

6.2 The notice period commences on the earlier of (a) confirmed email (including a reply or a read or delivery receipt) or (b) USPS confirmed delivery as evidenced by the return receipt. Each party shall maintain a current notice address on file with the other party. It is the responsibility of each party to notify the other of any change of address in writing.

6.3 Our notice addresses are: 24764 Crestview Ct, Farmington Hills, MI 48335; help@voyagerit.com; billing@voyagerit.com; and clientsuccess@voyagerit.com. A notice sent to any of those emails is effective. Service Requests remain help@voyagerit.com or the portal under Section 26.1. Billing inquiries remain billing@voyagerit.com. Termination, non-renewal, ESIGN-consent withdrawal, and other notices under this Section 6 may be sent to clientsuccess@voyagerit.com.

7. Governing Law and Venue

7.1 The Conditions shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict-of-law rules.

7.2 The parties submit to the exclusive jurisdiction and venue of the 47th District Court (Farmington Hills, MI) or the Oakland County Circuit Court, as amount in controversy requires, and the United States District Court for the Eastern District of Michigan if that court has subject-matter jurisdiction. Each party consents to personal jurisdiction there.

7.3 Each party knowingly and voluntarily waives trial by jury in any action arising out of this Agreement.

8. Assignment

8.1 You may not assign Your rights and obligations under this Agreement without Our prior written consent, which will not be unreasonably withheld for assignment to a solvent affiliate.

8.2 We may assign this Agreement to an affiliate or to a buyer of all or substantially all of Our assets or equity without Your consent, provided the assignee assumes Our obligations.

9. Amendment of this MSA

9.1 We may amend these Conditions by posting the amended Conditions on Our website at <https://voyagerit.com/terms-of-service> and sending notice to Your last notified email at least thirty (30) days before the effective date. Amendments apply prospectively.

9.2 An amendment that materially reduces Our obligations or materially increases Yours (including changes to liability, indemnity, auto-renewal, or early-termination charges) does not apply to You during a Committed Term unless You agree in writing. If You do not agree, You may terminate the affected Plan effective on the amendment's effective date without early-termination charges (You pay through that date).

9.3 Pricing stated in an Accepted Quote does not change mid-term except (a) the annual increase for recurring Plan and other recurring-service fees under Section 12.11 and (b) documented pass-through increases from third-party vendors (for example Microsoft) with at least thirty (30) days' notice. We may change the Rate Schedule for non-committed time-and-materials work.

Goods and Services

10. Quotes and Contract Formation

10.1 Offer and formation. A Quote is an offer by Us to You. Quotes will only be valid for 7 days unless otherwise specified in the Quote. Expiry dates on Quotes are set to inform Us when the Quote is still active or to be discarded. Once discarded the Quote will need to be requested again. We may vary or withdraw a Quote at any time before it becomes an Accepted

Quote, in Our discretion and without prior notice to You, including where Goods or Services become unavailable or the cost price increases after the date of the Quote.

- 10.2 How a contract is formed. A contract is formed, and the Quote becomes an Accepted Quote, when You accept the Quote by electronic signature, by signed writing, or by email from a person with apparent authority, unless We reject that acceptance within three (3) business days after We receive it. Upon formation, You agree to the price, scope, deposits, schedule, and terms in the Quote and to these Conditions. If We reject an acceptance, any deposit collected will be refunded in full.
- 10.3 Apparent authority. Absent actual knowledge to the contrary, We may rely upon the apparent validity of an acceptance. If a Quote is signed, sent by email, or accepted by electronic signature by a named person, that person warrants that the acceptance is, and it is acknowledged the acceptance is deemed in favor of Us to be: (a) signed by, and duly authorized by, both the person who signed or sent it and the person whose name appears as sender or submitter; and (b) duly authorized by the person on whose behalf the Quote is accepted or apparently accepted.
- 10.4 Scope of the Accepted Quote. The Accepted Quote is the binding contract for that job. These Conditions fill legal gaps. These Conditions govern the legal terms. After payment as required by Section 29 and this Section 10, We place vendor purchase orders as needed to fulfill the Accepted Quote.
- 10.5 Changes before and after acceptance. The price in a Quote may vary from the original request if there are any price or product changes requested by You. We reserve the right to alter products and prices in the Quote, as long as the Quote has not become an Accepted Quote. Quotes and estimates shall be deemed to correctly interpret the original specifications and are based on the cost at the time the Quote or estimate is given. If You later require any changes to an Accepted Quote, and We agree to the changes, those changes will be charged at Our prevailing Rates unless a written change quote is accepted.
- 10.6 Timing of Quotes. The general minimum turnaround time for a Quote request to be actioned is usually 24 hours. In the event that a Quote is required urgently please let Us know so that We can respond to it accordingly.
- 10.7 Discounts. When a special price or discount offer has been applied to a Quote, no other special promotion, discount or bonus offer will be applicable.
- 10.8 Expired Quotes. Once a Quote has already passed the expired date, We may cancel the Quote or estimate without having to notify or receive an approval from You.
- 10.9 ETA. ETA information is based on an estimate given by Our vendors and cannot be held as the actual promised date.
- 10.10 Freight. Freight charges will be added unless otherwise stated. Any included delivery charges are estimates only.
- 10.11 No inventory. We do not keep inventory and as such only order items once We receive required payment as provided in this Section 10 and Section 29.
- 10.12 Prices based on total. Prices are based upon total Quote purchase.
- 10.13 Manufacturer warranty. Unless specified, items on a Quote are covered by the manufacturer's warranty covering parts and labor for hardware only on a return-to-depot basis, for whatever duration the manufacturer actually provides and to the extent that warranty exists and is transferable. The Accepted Quote should state the OEM warranty period when known. Used or refurbished Goods must be identified as used or refurbished on the Accepted Quote. Any additional Voyager warranty on Goods or labor is only as provided in Section 21.2.
- 10.14 Hardware pricing — cleared funds. We will not place a vendor purchase order for Goods until funds for those Goods have cleared. Check float is Your risk. Labor pricing on an Accepted Quote is locked. Hardware pricing is confirmed only upon receipt of cleared funds. We are not responsible for price increases or availability changes resulting from delays in payment clearing.
- 10.15 Material vendor or tariff increase after payment. If, after We have received cleared funds, a vendor or tariff increase would raise Our cost for a Goods line by more than five percent (5%) of that line or one hundred dollars (\$100), whichever is greater, We will notify You. You have three (3) business days to approve the increase or cancel that line only. If You are silent, We may charge the delta and proceed, or cancel the line. Your refusal does not unwind the rest of the Accepted Quote, pause labor, or avoid restocking charges under Section 10.17. We are never required to ship at a material increase.
- 10.16 Unable to supply or refused increase. If You refuse a material increase, or a vendor cannot supply, We may cancel that line and only the labor that cannot be done without it. That cancellation is not a breach by Us. We will refund vendor credits actually received for the canceled line. The rest of the Accepted Quote remains in force.
- 10.17 Restocking and returns of Goods. Restocking charges are: pass-through of vendor restocking, freight, and fees, plus Our labor at Rates, plus one hundred fifty dollars (\$150) handling per return shipment. You pay restocking if You caused the return (including refusal of a material increase, cancellation after We have placed a vendor purchase order, or stall). If the vendor cannot supply and You are not at fault, We will refund credits actually received and will not assess a profit or handling charge. Not all products can be returned; We must obtain distributor approval before any refund.

- 10.18 Substitutions. We may substitute Goods of the same or better specification at the same or a lower price without Your approval. A substitution that increases price requires Your approval.
- 10.19 Handover holdback. We will not deliver as-builts, cable schedules, network drawings, configuration exports, documentation, or other final handover deliverables, and We will not transfer or relinquish Our own administrative accounts, until the undisputed portion of the completion labor charge for that job or phase has cleared. A dispute under Section 29.1A does not delay handover as to amounts not disputed. We will not lock You out of, or withhold Your ownership of, an account, tenant, or device that belongs to You. The completion labor charge is due on Substantial Completion. A punch list does not delay or hold that payment (see the definition of Substantial Completion). If the Accepted Quote is phased, the same rule applies per phase.
- 10.20 Phases. If the Accepted Quote divides work into phases, each phase has its own Substantial Completion and its own labor due. Unless the Accepted Quote states otherwise, fifty percent (50%) of that phase's labor is due on that phase's start, and the remaining fifty percent (50%) of that phase's labor is due on that phase's Substantial Completion. Hardware remains due as provided in Section 29.11 unless the Accepted Quote states otherwise. Prewire is Substantially Complete when remaining work can proceed (for example, walls may close) even if finish work is later. The stall clock under Section 10.22 does not run during a Documented Hold.
- 10.21 Documented Hold. A Documented Hold is a planned gap stated on the Accepted Quote or in a written notice (email is sufficient) with an estimated remobilization date (for example, prewire, then general-contractor work, then trim-out). We will not give a stall notice under Section 10.22, and will not treat the job as stalled, during a Documented Hold.
- 10.22 Unplanned stall. An unplanned stall occurs when We were ready to perform and You failed to provide access, decisions, site readiness, other-vendor coordination, permits, or similar, and there is no Documented Hold.
- (a) We may give written notice of stall.
 - (b) Fifteen (15) days after that notice, We may demobilize, stop schedule obligations without being in breach, and invoice Delay Labor under Section 29.16.
 - (c) Thirty (30) days after that notice, We may treat the unfinished portion as abandoned. Hardware You have already paid for is Yours. Restart requires a new or revised Quote at then-current Rates plus remobilization at Rates (minimum two (2) hours plus travel).
 - (d) We will not give a stall notice, and will not treat the job as stalled, during a Documented Hold.
- 10.23 Planned Hold that slips. If remobilization has not occurred by ninety (90) days after the estimated remobilization date stated for a Documented Hold, We may give written notice. If You do not agree in writing within fifteen (15) days to a new remobilization date and any price refresh, We may requote remaining work or treat the remaining phase as abandoned. Phase(s) already Substantially Complete stay closed and billed.
- 10.24 Remobilization. Return after a Documented Hold or unplanned stall is subject to technician availability. Remobilization is billed at Rates, including travel, with a two (2) hour minimum unless the Accepted Quote states otherwise. Remaining unbought hardware and remaining labor may be repriced if more than ninety (90) days have passed after the estimated remobilization date.

11. Credit, Processes, and Cancellation

- 11.1 Information. We will ordinarily require Your full legal name or description and any applicable Tax ID number (including the full name or description of any person on whose behalf the Quote is accepted), Your address, and any relevant Quote number and date.
- 11.2 Credit checks. For the purposes of ascertaining the credit standing or history of a prospective customer to whom We are considering extending credit or payment terms, You consent to Us undertaking a commercial credit inquiry in respect of You. If You are an individual and We will pull a consumer report, We will obtain a separate authorization under the Fair Credit Reporting Act. This MSA is not that authorization.
- 11.3 Cancellation after acceptance. You will not cancel an Accepted Quote unless We agree to do so in writing in Our discretion, except as these Conditions expressly provide (including Section 10.15, Section 9.2, and any express term of the Accepted Quote). You acknowledge that We cannot cancel a vendor purchase order once the manufacturer or supplier has dispatched the relevant Goods and that such dispatch often occurs the same day as We place the vendor purchase order.
- 11.4 No obligation to ship Goods. We are not obliged to ship Goods until We have received payment in cleared funds from You for those Goods and any related freight, delivery and (where applicable) in-transit insurance costs, unless We have agreed in writing to extend credit. If We are unwilling or unable to complete the Accepted Quote for any reason not excused by these Conditions, We will refund any payment made by You in respect of Goods not ordered or not delivered, subject to Section 10.

11.5 Processes and procedures. We have processes and procedures that We follow in the course of the provision of Our Services and the supply of Goods. You agree to co-operate with Us and to comply with such processes and procedures as advised to You from time to time.

12. Pricing and Rates

12.1 Rates exclude tax. All rates and amounts charged or quoted for Goods and/or Services by Us are exclusive of tax and any other applicable taxes or government charges (unless otherwise stated in writing by Us).

12.2 Rate Schedule. You must pay for Goods and Services at the Rates set out in any applicable Plan and the Rate Schedule as applicable from time to time during the provision of the Goods and/or Services, subject to Section 9 and this Section 12 as to committed pricing.

12.3 Vary Rates. We reserve the right to vary any Rate and/or the Rate Schedule from time to time for non-committed time-and-materials work, in Our discretion. Committed pricing in an Accepted Quote is not subject to mid-term change except as provided in Section 9.3.

12.4 Call-out and travel. Call-out and travel fees may be charged in addition to the Rates as provided in Sections 12.12 through 12.16.

12.5 Return/Cancellation Fee. Where We arrange a return or refund on behalf of You, or where an Accepted Quote or line is canceled by You after acceptance by Us, We may charge restocking as provided in Section 10.17 and a Return/Cancellation Fee to cover administration costs. We may deduct those amounts from any monies otherwise due to be refunded to You by Us.

12.6 Expenses. Ordinary local fuel and mileage are included in the travel fee under Section 12.15 (in lieu of gas) and are not billed separately. You must pay actual out-of-pocket extraordinary travel expenses (tolls, parking, airfare, lodging, meals, and car hire) with no markup. Airfare, lodging, rental cars, and overnight stays require prior written authorization (a Quote line or email is sufficient). Incidental parking and tolls may be billed with receipts. We will not also pass through gas on top of the Crestview travel fee.

12.7 Separate charges for Goods and Services. We may in Our discretion charge for Goods separately from Services or may charge for Goods and Services together.

12.8 Calculation of increments. Where a charge is calculated based on increments of time, e.g. 15 minutes, 30 minutes, or 1 hour, We will charge the applicable rate for the whole increment of time even if work is done during part of, but not for the whole of, that increment of time. Minimums and increments are as stated in the Rate Schedule.

12.8A Billable time. When Services are billed at Rates, billable time includes diagnosis, remote or on-site work, and contemporaneous ticket documentation and closeout reasonably required to perform and record the Service Request. Time is measured as stated in the Rate Schedule.

12.9 Change in underlying costs. Where there is any increase in the underlying costs incurred by Us in connection with the supply of Goods or Services to You, We may vary non-committed Rates. Committed Quote pricing is governed by Section 9.3.

12.10 Pre-Paid Blocks of Service. Where You agree to buy Pre-Paid Blocks of Service during a Period, payment must be made in advance for the Pre-Paid Blocks of Service at the rate applicable pursuant to the Rate Schedule for all Services, each such rate being less any discount agreed in writing between Us and You in respect of the Pre-Paid Blocks of Service. Services included in a Pre-Paid Block of Service rate during the Period: (a) are calculated in accordance with the applicable minimum time periods and increments set out in the Rate Schedule; and (b) are only provided by Us during the applicable Period. Where Services are provided for a specified Period: the Services remaining unused for that Period cannot be rolled over into any subsequent Period; and We are not liable to refund, reimburse, pay damages or otherwise compensate or indemnify You in respect of those unused Services.

12.11 Annual price increase. Recurring Plan and other recurring-service fees increase five percent (5%) on each annual anniversary unless the Accepted Quote states otherwise. Notice is as provided in Section 9. Fixed project pricing does not increase after acceptance except under Sections 9.3 and 10.15.

12.12 Time and materials. Where no written Quote has been provided, or where You request assistance verbally, by phone, email, text, or through any other means of communication, any work performed by Us shall be deemed billable at Our standard hourly rates as outlined in the current Rate Schedule. By requesting or accepting any service from Us in any form, You acknowledge and agree that such services are billable at standard rates unless otherwise agreed in writing in advance.

12.13 Verbal authorizations. Where work is authorized verbally, by phone, email, text, or ticket, We may proceed on that authorization and bill at Rates. A missing written Quote is not a defense to payment for work You requested or accepted. This does not waive Your right to dispute hours, rates, or quality in good faith. Verbal time-and-materials authorization by an authorized contact binds You as provided in Section 2A.3.

12.14 On-site minimum. All on-site service calls are subject to a minimum charge of one (1) hour at the applicable hourly rate, regardless of the time spent on site.

12.15 Travel fee. A travel fee applies to all on-site service calls based on the distance from Our office at 24764 Crestview Ct, Farmington Hills, MI 48335. Mileage bands and dollar amounts are as stated in the then-current Rate Schedule. Where drive time is billed portal to portal, it is calculated from that Crestview address, round trip, using Google Maps estimated drive time at the time of scheduling. Travel fees apply whether or not a Quote was provided, are non-refundable once a technician has been dispatched, and take the After Hours and emergency multipliers in Section 12.16. Ordinary local fuel and mileage are included in this travel fee.

12.16 After Hours and emergency.

- (a) Scheduled After Hours. After Hours work that We accepted in a ticket or email before 5:00 pm ET on that Business Day is billed at 1.5x the applicable hourly rate with a two (2) hour minimum. All applicable travel fees take the 1.5x multiplier.
- (b) Unscheduled After Hours and emergency. After Hours work that was not accepted as provided in Section 12.16(a), and any work You require on an emergency basis (including when production is down or a technician must suspend or abandon other work), is billed at 2x the applicable hourly rate with a four (4) hour minimum. All applicable travel fees take the 2x multiplier. Emergency rates may apply during Business Hours or After Hours.
- (c) After Hours and emergency response are not guaranteed and are subject to technician availability at Our sole discretion.

13. Services and Plans

13.1 Service and Plan variations. We may withdraw the provision of, or vary the scope or terms of, or add to or change, the Services We offer from time to time. Variations that apply to a Plan in a Committed Term are subject to Section 9.

13.2 Copies on request. We will provide You with a copy of the current Rate Schedule upon request. Plan Schedules are tailored for particular Plans and are available to Clients participating in the Plan.

13A. Microsoft New Commerce Experience (NCE) and Similar Cloud Subscriptions

13A.1 Reseller. We purchase Microsoft (and similar vendor) subscriptions as a reseller at Your instruction. You are not buying those subscriptions from Microsoft through a direct contract with Us as licensor. Vendor terms apply to the products.

13A.2 Full vendor term. You owe Us the full vendor term for each subscription We purchase for You, including remaining term after any suspension or after this Agreement ends.

13A.3 Sixty-day notice. You must give Us at least sixty (60) days' written notice for all Microsoft notices, including non-renewal, seat changes, and CSP transfers. Notice under Section 6 is required.

13A.4 Seven-day vendor window. After the vendor's applicable cancellation window (currently seven (7) days for many Microsoft NCE SKUs, as Microsoft may change), there is no cancellation or reduction except to the extent of Microsoft refunds We actually receive. We have no obligation to credit You for amounts Microsoft does not credit Us.

13A.5 Nonpayment. If You fail to pay, We may suspend Microsoft subscriptions and Our Services. The remaining NCE term remains due.

13A.6 This Agreement ending does not end NCE. Expiration or termination of this Agreement does not terminate Microsoft NCE or similar vendor subscriptions. Those subscriptions continue for their vendor term, and You remain liable to Us for them, unless the vendor releases Us.

13A.7 Mid-term move-off. If You move a tenant off Us mid-term, You still owe the remainder of the vendor term unless Microsoft (or the applicable vendor) releases Us.

13A.8 Credit risk. We may require prepayment or monthly SKUs if We reasonably determine there is credit risk.

13A.9 No refunds. There are no refunds on these subscriptions except vendor credits We actually receive.

13A.10 Transfer on exit. On termination and payment of undisputed amounts as provided in Section 29.1A, We will action or approve a CSP relationship transfer or termination for Your tenant on Your written request. Your obligation for the remaining vendor term under this Section 13A is not affected unless the vendor releases Us.

13A.11 Your administrative access. You will maintain at least one administrator credential for Your tenant that We do not control, and You are responsible for securing it and keeping its recovery methods current.

14. Contracting

14.1 We may subcontract any or all of the Services to be performed, but shall retain prime responsibility for the Services under these terms.

15. Delivery, Title and Risk

- 15.1 Delivery liability. We will use all reasonable endeavors to dispatch Goods by the due date, but do not accept any liability for non-delivery or failure to deliver on time where this is caused by circumstances beyond Our reasonable control, including, for example, due to failures in supply to Us or delays caused by third parties, such as delivery companies or manufacturers.
- 15.2 Availability to accept delivery. You must be available to accept the Goods at Your nominated delivery address during Business Hours unless otherwise arranged.
- 15.3 Delivery. Delivery is deemed to take place when the Goods are delivered to Your nominated address. Risk of loss is governed by Section 15.6. Nothing in this Section 15.3 will affect title to the Goods.
- 15.4 Obligation to insure. You will ensure that Goods are adequately insured from the time risk of loss passes under Section 15.6.
- 15.5 Title and security interest. Title to Goods passes on Our receipt of cleared funds for those Goods. Until then, We retain a security interest in those unpaid Goods and their proceeds (UCC Article 9; MCL 440.2401). You authorize Us to file a UCC-1 financing statement and any continuation. We may exercise UCC 9-609 self-help without breach of the peace only. We will not enter Your premises or sever fixtures without Your consent, a court order, or as otherwise allowed by the Michigan Construction Lien Act. This security interest is limited to unpaid Goods and their proceeds. It is not a cross-collateralization of any monies on any account.
- 15.6 Site risk of loss. Risk of loss for Goods passes to You on the earlier of (a) delivery to Your nominated address, (b) delivery to the site where they will be installed, or (c) installation, whether or not title has passed under Section 15.5. From that time You will keep the Goods insured and secure. We are not responsible for theft, vandalism, or damage caused by others at a site We do not control, including damage by other trades, which is governed by Section 17A.8.

16. Returns and Claims for Goods and Services

- 16.1 General returns policy. Notwithstanding anything in these Conditions, You acknowledge that We supply Goods subject to all applicable conditions, including returns and claims policies, of any relevant manufacturer or supplier. You will accept Goods subject always to these Conditions and the terms of such conditions. Restocking is governed by Section 10.17.
- 16.2 Customized Goods not returnable. Where Goods have some element of customization for You, are supplied pursuant to an Accepted Quote for Goods that is in Our opinion special or unusual, the Goods are obtained from overseas, the Goods are obtained from a supplier who is no longer trading, or the Goods are otherwise not readily returnable by Us to the manufacturer or supplier or any related services may not be canceled, You may not return the Goods to Us or cancel the related services.
- 16.3 Duty to inspect. You will inspect all Goods immediately upon their delivery. Within seven (7) days of such delivery You may give written notice to Us of obvious shipping damage, shortage, or a wrong item. If no such notice is given on time, You waive claims for obvious shipping damage, shortage, or a wrong item that a reasonable inspection would have disclosed. This seven (7) day inspection period does not waive manufacturer warranties, the ninety (90) day Voyager warranty on used or refurbished Goods under Section 21.2(d), or claims for latent defects that could not reasonably be found in seven (7) days.
- 16.4 Return condition. Where You are entitled to return Goods under these Conditions, You must return the Goods in their original condition and unopened, provided always that where, upon opening the packaging it becomes apparent that the Goods are different to what is described on the packaging or that the Goods are faulty, the Goods may be returned.
- 16.5 Return costs. You will pay all costs and expenses incurred by Us in arranging the return of the Goods to a manufacturer or supplier and/or the cancellation of any related services unless that manufacturer or supplier pays such costs, subject to Section 10.17.
- 16.6 Subsequent use. Once Goods have been used, installed, customized, or resold by You other than as We installed them, You will indemnify Us against third-party claims arising from that subsequent use, installation, customization, or resale, except to the extent caused by Our negligence or a defect existing at delivery.

17. Computer Utility, Functionality and Fitness for Purpose

- 17.1 Nature of Services. You acknowledge that IT Services often involve diagnosis in incomplete environments, third-party software and hardware We do not control, and iterative troubleshooting. Recommendations may prove incomplete or, in hindsight, not the best path. A reasonable incident of the Services may involve trial and error, tests, troubleshooting, advice and recommendations that may prove incorrect or inappropriate, particularly in an attempt to cure a problem You are having. We will perform Services in a professional and workmanlike manner (Section 21.2). We do not warrant that Services or any recommended third-party Goods will be error-free, uninterrupted, or fit for a particular purpose except as expressly stated in a Quote or SLA.
- 17.2 Plan inclusions and exclusions. What is included in a Plan is stated in the Plan or Quote. Work outside that scope (including projects, on-site visits, After Hours work, and moves/adds/changes above any stated allowance) is billable at Rates. If

We give an estimate, extra time beyond that estimate is billable only after We notify You, unless it is emergency work You requested.

- 17.3 Recommendations. You are responsible for decisions to follow or not follow Our recommendations, except to the extent a Quote engages Us to design and implement a stated outcome. You acknowledge that We have no control over many factors involved with the suitability, function or fitness for purpose of Goods in an existing or new computer environment, including the compatibility or ability of the Goods to fit into or perform to expectations in the receiving environment, and the behavior of third-party suppliers. Payment is due for Services actually performed in accordance with Section 21.2; it is not excused solely because a hoped-for business outcome was not achieved, provided We performed in a professional and workmanlike manner.
- 17.4 Testing procedures. You will follow Our instructions with regard to testing or troubleshooting any problems and if those do not resolve the outstanding problems, We will, subject to these Conditions, allocate such resources as We consider reasonable in the circumstances towards their resolution.

17A. Jobsite, Low-Voltage, and Improvements to Real Property

- 17A.1 Application. This Section 17A applies when We perform on-site installation or an improvement to real property.
- 17A.2 Permits and AHJ. Permits, inspections, and approvals of the authority having jurisdiction (AHJ) are Yours unless the Accepted Quote states that We will obtain them.
- 17A.3 Life-safety systems. We are not a licensed fire-alarm, nurse-call, elevator, or other life-safety contractor. We do not design, install, or certify those systems unless an Accepted Quote expressly states that We will do so under a required license.
- 17A.4 Security and recording systems. Video, access control, and similar systems are tools. We do not warrant that they will prevent crime, intrusion, or loss, or that recordings will be admissible or complete. Retention estimates are estimates.
- 17A.5 Utility locates; MISS DIG 811. If We will disturb soil or underground pathways, You are responsible for owner locates of privately owned facilities and for authorizing a locate ticket with MISS DIG 811 (Michigan's one-call system under the MISS DIG Underground Facility Damage Prevention and Safety Act, MCL 460.721 et seq.), including the statutory waiting period (currently three full working days, not counting the day of notice, unless a different period applies), unless the Accepted Quote states that We will call it in. MISS DIG 811 marks participating-member and public facilities; it does not locate privately owned facilities on Your site. We may stop work without breach if locates are missing, incomplete, or expired. You remain responsible for damage to unmarked private facilities.
- 17A.6 Pre-existing conditions. Pre-existing pathways, power, walls, roofs, and infrastructure are as-is. Hidden conditions, asbestos, and blocked conduits are change-quoted. We are not liable for pre-existing defects.
- 17A.7 Prewire and phased jobsite work. If the Accepted Quote divides work into phases, each phase has its own Substantial Completion as provided in Section 10.20. Prewire is Substantially Complete when remaining work can proceed (for example, walls may close) even if finish work is later. The stall clock under Section 10.22 does not run during a Documented Hold. Client delay, Documented Holds, abandonment, Delay Labor, and remobilization are also governed by Sections 10.20 through 10.24 and Section 29.16.
- 17A.8 Damage during a Hold. Damage to Our prewire or installed work by other trades during a Documented Hold is billable time-and-materials at Rates and is not a warranty claim.

18. Force Majeure

- 18.1 Neither party is liable for delay or failure to perform (other than payment, which is never excused by force majeure) caused by circumstances beyond its reasonable control, including failures by third parties to supply goods, services or transport, stoppages, transport breakdown, fire, flood, earthquake, acts of God, epidemic, government order, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention of public authority, explosion, accident, utility, internet or cloud-provider failure, and a cyber incident or ransomware not caused by that party's failure to apply reasonable security.
- 18.2 Force majeure does not excuse confidentiality or security obligations, including breach notice. Force majeure does not authorize cancellation of Goods We have already ordered from a distributor unless the distributor cancels at no charge. Those Goods remain payable unless We can cancel without charge.
- 18.3 If force majeure continues more than sixty (60) days, either party may terminate the affected engagement without early-termination charges. You pay for Goods delivered and Services rendered.

19. Product Specifications

- 19.1 Alterations to specifications. We make every effort to supply the Goods in accordance with the Accepted Quote however We may supply alternate Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer of the Goods after the Accepted Quote date and before delivery.

19.2 Substitute Goods. Substitutions are also governed by Section 10.18. If We cannot supply the Goods in the Accepted Quote, We may supply alternate Goods of equal or superior quality provided that You will not pay a higher price than the price quoted or otherwise agreed for the Goods, unless You approve a price increase.

20. Warranties

20.1 Reliance on manufacturer's warranty. You will rely on the warranties provided by the manufacturer of Goods supplied by Us (where applicable) and will deal directly with such manufacturer rather than Us for all claims covered by such warranties.

20.2 Manufacturer warranties. You will pursue the manufacturer under the pass-through warranty. We are not liable for the manufacturer's failure to perform that warranty, except to the extent We failed to pass it through or We were required by an Accepted Quote to give Our own Goods warranty.

21. Liability

21.1 Disclaimer of warranties (Goods). EXCEPT FOR MANUFACTURER WARRANTIES PASSED THROUGH UNDER SECTION 20 AND THE LIMITED USED-OR-REFURBISHED GOODS WARRANTY IN SECTION 21.2, GOODS ARE PROVIDED AS IS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. This disclaimer is conspicuous for purposes of MCL 440.2316.

21.2 Limited warranties. We warrant that Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards applicable to the work (MSP standards for managed support; installation and low-voltage standards for on-site installation).

- (a) Installation and project labor. Installation and project labor We perform is warranted for twelve (12) months from Substantial Completion against defects in workmanship, whether the Goods involved are new or used. Our sole obligation and Your exclusive remedy for a breach of this labor warranty is that We will reperform or repair that labor, at Our election.
- (b) Other Services. Other Services (including managed support, time-and-materials diagnosis, and remote tickets) are warranted as stated in the first sentence of this Section 21.2. If We breach this warranty and You notify Us in writing within thirty (30) days after the non-conforming Service, Our sole obligation and Your exclusive remedy is re-performance of the non-conforming Service or, at Our election, a refund of the fees paid for that Service.
- (c) New Goods. Manufacturer warranties pass through only, for whatever duration the manufacturer actually provides, as stated in Section 20. We give no additional Voyager hardware warranty on new Goods. An Accepted Quote should state the OEM warranty period when known. Except for that pass-through, new Goods are provided AS IS as stated in Section 21.1.
- (d) Used or refurbished Goods. Used or refurbished Goods must be identified as used or refurbished on the Accepted Quote. Manufacturer warranties pass through to the extent they exist and are transferable, as stated in Section 20. In addition, We will repair or replace the unit (at Our election) for ninety (90) days from delivery against defects in the unit itself, excluding consumables, batteries, pre-existing cosmetic damage, and failure caused by Your misuse. Except for that pass-through and this ninety (90) day Voyager warranty, used or refurbished Goods are provided AS IS as stated in Section 21.1.
- (e) Quote controls; silence means defaults. An Accepted Quote may extend, shorten, or replace the default warranties in this Section 21.2 for that job, including by requiring Us to warrant Goods for twelve (12) months (or another stated period) from delivery or Substantial Completion even if the manufacturer warranty period is shorter. If the Accepted Quote is silent as to warranty, the defaults in this Section 21.2 apply: manufacturer pass-through for Goods; a ninety (90) day Voyager repair-or-replace warranty on used or refurbished Goods; twelve (12) months' installation and project labor workmanship from Substantial Completion; and thirty (30) days' reperform-or-refund for other Services.

21.3 Exclusion of consequential damages. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST GOODWILL, LOST DATA, OR COST OF SUBSTITUTE SERVICES, REGARDLESS OF THEORY, EVEN IF ADVISED OF THE POSSIBILITY, AND EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. This is a waiver, not an indemnity. You remain responsible for maintaining Your own backups except to the extent backup is a Service We are contracted to provide under a Quote or Plan, in which case Our liability for that Service is subject to this Section 21.

21.4 Cap. EXCEPT FOR THE CARVE-OUTS IN SECTION 21.5, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THE AGREEMENT IS LIMITED TO THE FEES YOU PAID TO US FOR THE AFFECTED GOODS OR SERVICES

IN THE TWELVE (12) MONTHS BEFORE THE CLAIM, OR, IF THE CLAIM ARISES FROM A QUOTED PROJECT, THE AMOUNT PAID FOR THAT PROJECT. MULTIPLE CLAIMS DO NOT ENLARGE THIS CAP. If an Accepted Quote states a different cap, that cap controls for that job.

- 21.5 Carve-outs. Section 21.4 does not limit: (a) a party's liability for fraud, willful misconduct, or gross negligence; (b) Your obligation to pay fees, early-termination charges, and collection costs; (c) a party's indemnity obligations under Section 21A; (d) a party's intentional or unauthorized disclosure or use of the other party's Confidential Information. A claim arising from a security incident, unauthorized access, malware, or ransomware, including loss of Client Data from those events, is subject to the cap in Section 21.4 and is not a "breach of confidentiality" for purposes of this Section 21.5; (e) Our infringement of a third party's intellectual property by unaided Services or Work We authored; or (f) bodily injury or tangible property damage to the extent caused by a party's negligence (subject to MCL 691.991).
- 21.6 Non-excludable law. Nothing in these Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of the Goods or Services which cannot be excluded, restricted or modified.

21A. Indemnity

- 21A.1 Client indemnity. You will defend and indemnify Us and Our employees against third-party claims to the extent arising from: (a) Client Data or software You provide; (b) Your unauthorized use of Software; (c) Your material breach; or (d) bodily injury or tangible property damage to the extent caused by Your negligence on a site.
- 21A.2 Voyager indemnity. We will defend and indemnify You against third-party claims to the extent arising from: (a) infringement of a third party's intellectual property by unaided Services or Work We authored (excluding combinations with Your materials or third-party software); or (b) bodily injury or tangible property damage to the extent caused by Our negligence on a site.
- 21A.3 Procedure. The indemnitee must give prompt notice, reasonable cooperation, and control of the defense. No settlement imposing an unindemnified obligation may be made without the indemnitee's consent, not unreasonably withheld.
- 21A.4 MCL 691.991 savings. Nothing in the Agreement requires a party to indemnify the other for damages arising out of bodily injury or property damage caused by the sole negligence of the indemnitee, its agents, or employees. In any contract with a public entity for an improvement to real property, indemnity and defense are limited to the indemnitor's degree of fault. Any provision that would be void under MCL 691.991 is reformed to the maximum enforceable scope.

22. Errors and Omissions

- 22.1 We make every effort to ensure that all prices and descriptions quoted are correct and accurate. We may rescind an Accepted Quote for a genuine clerical pricing or description error only if We have not yet placed the vendor purchase order, or if the error is obvious on the face of the Quote. The remedy is a refund of money paid for the affected Accepted Quote (or line). We will not rescind after Goods are delivered and accepted except as otherwise provided (including returns under Section 16).

Our Responsibilities

23. Privacy, Client Data, and Security

- 23.1 Ownership and processing. You own Client Data. We process Client Data only to perform the Agreement, to comply with law, and as You instruct. We will not sell Client Data. We may use subprocessors bound by confidentiality.
- 23.2 Security. We will maintain reasonable administrative, technical, and physical safeguards appropriate to the Services.
- 23.3 Breach notice. If We discover a security breach of a database of personal information We maintain for You, or of Our own systems that reasonably appears to have affected Client Data, We will notify You without unreasonable delay, and in any event in time for You to meet MCL 445.72 and any other applicable notice law. We will reasonably cooperate. Law-enforcement delay is permitted as those statutes allow.
- 23.4 BAA. If You are a Covered Entity or Business Associate and Services involve PHI, the parties will execute Our standard Business Associate Agreement, which controls as to PHI. These Conditions are not a BAA.
- 23.5 Backups. Backups of Your systems and data are Your responsibility unless backup is a Service We are contracted to provide under a Quote or Plan.
- 23.6 Our privacy policy. Our posted privacy policy at <https://voyagerit.com/privacy-policy> applies to personal information We collect as a business (billing contacts, website visitors), not to Client Data We process for You.
- 23.7 We rely on You to submit correct information and details where requested. You accept that You may incur additional expenses if You submit incorrect information.

24. Our Website

- 24.1 We make no representations or warranties in relation to information available on Our website, including without limitation:
- (a) that the information on Our website is complete or correct;
 - (b) that Our website will be continuously available or free from any delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in hardware or software; and
 - (c) that We endorse any internet site linked to Our website or any third-party products or services referred to on Our website.

25. Insurance Coverage

- 25.1 While performing Services, We will maintain only: (a) commercial general liability insurance; and (b) workers' compensation insurance as required by Michigan law. Limits are as shown on the certificate of insurance We provide on request.
- 25.2 Additional-insured endorsements, if required, will be only as stated on an Accepted Quote.
- 25.3 This Section is not a waiver of any limitation of liability in Section 21.
- 25.4 You will maintain commercially reasonable property insurance on Your property and systems. Those policies are Your first recovery for Your own losses, consistent with Section 21.

Your Responsibilities

26. Submitting Service Requests

- 26.1 Service Requests must use help@voyagerit.com or portal.voyagerit.com, not a technician's personal channel. For an emergency or if You have no email, call 248-784-3900. Billing inquiries: billing@voyagerit.com. If You submit by phone or external email, include Your name, company, and return contact.
- 26.2 Service Requests that must be addressed After Hours must be submitted by phone; otherwise they will be viewed on Our next Business Day. After Hours charges are as provided in Section 12.16.

27. Access to Systems, Sites and People

- 27.1 In order to provide You with the agreed Service, You agree to give Us access to various items of Yours including but not limited to equipment, people and sites as and when required.
- 27.2 You authorize Us to install and use remote-monitoring and remote-control software on Your equipment solely to perform the Services (monitoring, maintenance, and requested support). Access is logged. We will remove or disable that software within a reasonable time after termination and payment of undisputed amounts as provided in Section 29.1A. This software allows Us to view system statuses, send monitoring information, see users' desktops and control PCs as needed to perform the Services. Devices may need to remain powered overnight or on weekends for monitoring.
- 27.3 Third-party authorizations. At times We may need to contact Your third-party providers on Your behalf, such as Your internet provider. Some of these providers may require Your authorization for Us to deal on Your behalf. It is Your responsibility to ensure that We are able to deal freely with these providers.

27A. IT Standards

- 27A.1 If You have a Plan, You will follow the IT Standards attached to or stated on the Accepted Quote (or the then-current dated IT Standards We have given You). Those Standards are the required baseline for the covered stack (including local-administrator rights, software installation, and not disabling Our tools). Roadmap recommendations are not IT Standards.
- 27A.2 If a Service Request is caused by, or made materially harder by, a failure to follow the IT Standards: (a) that work is billed at Rates even if You have a Plan; (b) any response-time or SLA commitment does not apply to that request; and (c) cleanup, re-image, or returning the device to Standard is a Quote or time-and-materials. After written notice (email is sufficient) and a reasonable opportunity to cure, We may remove that device or account from the covered stack until it meets the Standards. A change to the IT Standards that materially increases what You must buy during a Committed Term is governed by Section 9.

29. Payment, Late Payment and Default

- 29.1 Payment due date. All invoices issued to You are due and payable to Us within the terms stated on the invoice (unless otherwise agreed in writing), by cash, check, credit card, wire transfer or direct deposit in accordance with these Conditions and in the way set out in the invoice.
- 29.1A Invoice disputes. An amount is disputed only if You give written notice within ten (10) business days after the invoice date identifying the specific charge and the good-faith basis for the dispute. You must timely pay all undisputed amounts. A

dispute does not suspend payment of unrelated charges. The parties will work in good faith to resolve the disputed amount.

- 29.2 New project work and production systems. New project work may stop immediately on nonpayment. For production systems, We will give email notice and three (3) business days to cure before We suspend, except for NSF, revoked ACH, or reasonably suspected fraud, in which case We may suspend immediately.
- 29.3 Recoveries. Reasonable attorneys' fees and collection costs incurred in connection with the recovery of late payments will be added to the amount due by You to Us and will be recoverable from You, in addition to the original invoice cost. If You default in payment of any invoice on time, remaining Committed Term fees may be accelerated and shall be immediately due and payable without any further notice to You. Unearned renewal years that have not yet begun are not accelerated. Collectively, all of these monies are referred to in these Conditions as a "Sum Due".
- 29.4 Late charge. If payment of any Sum Due is not made on time, We may charge a late charge of one and one-half percent (1.5%) per month (18% APR), or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. This late charge is a time-price differential / liquidated collection cost, not a loan. Calculation is simple interest, not compound.
- 29.5 Application of funds. All payments of the Sum Due made by You to Us will be applied as follows: first in or towards payment of any costs (including legal costs), charges, expenses or outgoings paid by Us in relation to any dishonored check fees, collection costs or any other action taken by Us for the recovery of any amounts owing by You to Us; secondly, in or towards payment of any late charge due or payable hereunder; and thirdly, in or towards payment of Your debts to Us in order from the longest standing due to the most recently incurred.
- 29.6 Security. We may require You to provide a security interest in unpaid Goods as provided in Section 15.5 as a condition precedent to the continuation of supply of Goods or Services by Us to You. This is limited to unpaid Goods and their proceeds.
- 29.7 Construction lien. Where We provide labor or materials that constitute an improvement to real property under the Michigan Construction Lien Act, MCL 570.1101 et seq., including installation labor, We reserve all construction-lien rights, including the right to record a claim of lien within the time required by that Act. This sentence is notice; it does not create a lien on work that is not an improvement to real property (including standalone remote MSP). For work performed for a tenant, a claim of lien typically attaches to the leasehold interest unless the landlord required the work. Residential-structure liens still require a written contract meeting the Act.
- 29.8 Payment arrangements. In the event that a repayment arrangement is made in relation to any Sum Due and the supply of Goods or Services is resumed, but then a repayment due under that arrangement is not made on time, We may, in Our discretion and without prior notice, again suspend or discontinue the supply of Goods or Services to You, subject to Section 29.2 as to production systems.
- 29.9 Other remedies. We may exercise any of Our rights and remedies including taking legal action against You for the recovery of any monies due to Us, notwithstanding We may have exercised other rights under these Conditions.
- 29.10 Automatic payments. All services provided on a recurring basis require automated ACH payments to be set up in Our billing portal.
- 29.11 Project deposit. For Quote-based work, unless the Accepted Quote specifies a different split, a deposit equal to one hundred percent (100%) of all hardware costs plus fifty percent (50%) of labor is due immediately upon the Quote becoming an Accepted Quote. By accepting a Quote, You expressly authorize Us to charge this deposit to the primary payment method on file. A receipt will be sent to the email address on file upon successful processing. If the Accepted Quote divides work into phases, then unless the Accepted Quote specifies a different split, one hundred percent (100%) of hardware costs remains due immediately upon the Quote becoming an Accepted Quote, and fifty percent (50%) of each phase's labor is due on that phase's start as provided in Section 10.20.
- 29.12 Remaining labor. Unless the Accepted Quote specifies a different split, the remaining fifty percent (50%) of labor is due immediately upon Substantial Completion. By accepting a Quote, You expressly authorize Us to charge that amount to the primary payment method on file. A punch list does not delay or hold that payment (see the definition of Substantial Completion). Handover is governed by Section 10.19. If the Accepted Quote divides work into phases, the remaining fifty percent (50%) of that phase's labor is due immediately upon that phase's Substantial Completion as provided in Section 10.20.
- 29.13 Payment method changes. If You wish to use an alternate payment method or update Your primary payment method on file, You must notify Us prior to accepting the Quote. Requests made after acceptance cannot be guaranteed.
- 29.14 Payment failure. If any scheduled charge is unsuccessful due to an expired, declined, or invalid payment method, You will be notified. Suspension is governed by Section 29.2: new project work may stop immediately; for production systems, We will give email notice and three (3) business days to cure before We suspend, except for NSF, revoked ACH, or reasonably suspected fraud, in which case We may suspend immediately.

- 29.15 Payment processing fees. Credit card payments are subject to a 2.9% processing fee. No fees apply to payments made by cash, check, ACH, or wire transfer.
- 29.16 Delay Labor. If a delay occurs (including an unplanned stall under Section 10.22, a Documented Hold that has begun, abandonment under Section 10.22 or Section 10.23, or We leave the site and will not return within sixty (60) days), You will pay labor for work actually performed through that date, even if the overall job is not Substantially Complete.
- (a) Amount. The amount of Delay Labor is Our good-faith determination of the percent complete of the labor for the affected Accepted Quote or phase, based on hours expended, milestones reached, or any schedule of values on the Accepted Quote. That determination is final unless You dispute it under Section 29.1A.
 - (b) Undisputed amounts. Payment of Delay Labor invoices is governed by Section 29.1A. You may not withhold the undisputed portion.
 - (c) Auto-charge. Automatic-charge authorization on file applies to Delay Labor invoices. By accepting a Quote, You expressly authorize Us to charge Delay Labor invoices to the primary payment method on file.
 - (d) Construction liens. This Section 29.16 does not waive construction-lien rights under Section 29.7. Last furnishing for a phase is the last day We provided labor or material for that phase. Unpaid Delay Labor may be lienied within the statutory ninety (90) days.

30. Non-Solicitation of Employees and Contractors

- 30.1 Mutual non-solicitation. During the Agreement and for twelve (12) months after the later of (a) termination of the Agreement or (b) the individual's last work on the other party's account, neither party will solicit, recruit, hire, or engage, or encourage another to hire or engage, any employee, contractor, or subcontractor of the other who performed work on that account. Indirect hiring (through an affiliate, staffing firm, or other intermediary) counts.
- 30.2 No circumvention. During an engagement, neither party will circumvent the other to hire or engage personnel then assigned to the account.
- 30.3 General-advertisement exception. This Section does not prohibit hiring a person who applies through a general advertisement or search that was not targeted at the other party's personnel, and only if the application is a cold application that the hiring party did not prompt, forward, or steer. If the person worked the account in the prior twelve (12) months, the hiring party has the burden of proving the exception.
- 30.4 Liquidated damages. The parties agree that damages from a breach of this Section would be uncertain and difficult to prove, and that the amounts below are a reasonable estimate of anticipated harm (replacement, disruption, and lost markup), not a penalty.
- (a) Employee. If a party hires an employee in breach of this Section, the hiring party will immediately pay the other one hundred percent (100%) of that employee's then-current base annual salary.
 - (b) Contractor or subcontractor. If a party hires or engages a contractor or subcontractor in breach of this Section, the hiring party will immediately pay the other the greater of (i) ten thousand dollars (\$10,000) or (ii) thirty percent (30%) of the amounts the other party paid that contractor or subcontractor during the twelve (12) months before the hire for work in connection with the parties' relationship.
 - (c) Injunctive relief. Either party may seek injunctive or other equitable relief to stop a threatened or continuing breach, without limiting the liquidated damages. We may terminate this Agreement without further notice or liability to You for Your breach of this Section.
- 30.5 Other MSPs. This Section does not restrict You from hiring or engaging another managed service provider.

31. Software

- 31.1 Your licenses. You are responsible for licenses for Software You own or that You ask Us to install on Your accounts (including Microsoft, Adobe, and line-of-business software). It is Your duty to store all such licenses so that they can be reproduced if and when required.
- 31.2 Bundled tools. For tools We bundle under a Plan (including RMM, antivirus, and backup agents), We are the licensee and grant You a term, internal-use right to have that software on Your systems solely as needed for the Plan. You will not reverse engineer or resell those tools.
- 31.3 Client software indemnity. You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from: (a) any unauthorized Software use by You; (b) any breach of any Software license in respect of Software provided to Us by You to be installed on one of Your computers; and (c) otherwise as a result of Us installing Software where You are not authorized to use the Software. This Section 31.3 does not require You to indemnify Us for ordinary defects or malfunctions in third-party Software that You asked Us to install on a licensed basis. We are not the warrantor of that Software; the manufacturer or licensor is.

31.4 Custom software. All copyright in custom software remains Our sole property unless alternate arrangements are made as part of a separate software agreement.

32. Intellectual Property and Confidentiality

32.1 Client IP warranty. You warrant that any confidential or copyright information or intellectual property (of any kind and in any form held) or provided by You to Us belongs to You or is licensed to You. In the event of any breach of this warranty, You will pay all sums due to Us as if such warranty had not been breached (and regardless of any non-performance of any obligation by Us on account of or in connection with the breach of such warranty). You indemnify and hold Us harmless in respect of any allegations, claims, loss, costs or expenses in connection with such breach of warranty by You.

32.2 Client Data. Client Data (including data on systems We touch) is Yours.

32.3 Voyager Tools. Voyager Tools remain Ours. We grant You a non-exclusive, non-transferable license to use deliverables We provide, during the term, for Your internal business.

32.4 Site-specific deliverables. Paid site-specific deliverables uniquely created for Your premises (including as-builts, cable schedules, and network drawings of Your premises) are assigned to You on payment, excluding Voyager Tools embedded in them.

32.5 Third-party software. Third-party software remains the third party's. We are not the licensor, except to the extent Section 31.2 grants a term right in tools We bundle.

32.6 Confidential Information. "Confidential Information" means non-public information the disclosing party provides or that the receiving party obtains in performing the Agreement, including Client Data, pricing, playbooks, and credentials. It does not include information that is public (other than by breach), independently developed without use of the other party's information, or rightfully received from a third party without duty. Each party will use the same care it uses for its own confidential information (at least reasonable care), use the other party's Confidential Information only to perform the Agreement, and disclose it only to personnel and subprocessors with a need to know who are bound to confidentiality. If law requires disclosure, the receiving party will (if lawful) give prompt notice so the discloser may seek protection. Obligations last during the Agreement and three (3) years after (trade secrets until they cease to be). On request at termination, return or destroy Confidential Information, except backup or archive copies retained under ordinary IT policy, which remain subject to this Section.

Messaging

33. Messaging Terms & Conditions

33.1 By providing a mobile number for You or an authorized contact, You agree We may send text messages about this Agreement and the Services. That includes tickets, scheduling, dispatch, technician on-the-way and on-site messages, after-hours and emergency contact, outages, Quotes, invoices, payment and failed-payment notices, and other operational messages about work We are doing for You. It does not include advertising or marketing unless You separately opt in. Message frequency varies. Providing a number is not a condition of buying Goods or Services, but if You STOP We may still reach You by email, phone, or the portal.

33.2 Message frequency. Message frequency will vary depending on Your interactions with Our services and support team.

33.3 Message and data rates. Message and data rates may apply depending on Your mobile carrier plan.

33.4 Customer support. For help, reply HELP to any message, email Us at help@voyagerit.com, or call Us at 248-784-3900.

33.5 Opt-out. You can opt out of receiving messages at any time by replying STOP to any message. This will end communication via text until You choose to opt in again. STOP ends SMS only. It does not terminate this Agreement or opt You out of email or portal notices.

33.6 Data privacy. We may share mobile numbers with vendors who send messages on Our behalf, solely to deliver the messages described in this Section. We will not share mobile numbers or opt-in data with third parties for their marketing. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties for their marketing.

33.7 For more information, please refer to Our full Privacy Policy at <https://voyagerit.com/privacy-policy>.

Miscellaneous

34. Miscellaneous

34.1 Limitation on claims. Except for nonpayment, fraud, intellectual-property obligations, and a party's intentional or unauthorized disclosure or use of Confidential Information, neither party may bring a claim more than one (1) year after the claiming party knew or reasonably should have known of the facts giving rise to it. A claim arising from a security

incident, unauthorized access, malware, or ransomware, including loss of Client Data from those events, is subject to this one-year period and is not excepted as a confidentiality claim.

34.2 No third-party beneficiaries. This Agreement is solely for the parties and their permitted assigns. No third party may enforce it.

34.3 Electronic signatures and counterparts. This Agreement and any Quote may be signed in counterparts and accepted by electronic signature. The parties agree to conduct this transaction by electronic means under the federal ESIGN Act, 15 U.S.C. 7001 et seq., and the Michigan Uniform Electronic Transactions Act, MCL 450.831 et seq. An electronic or scanned signature has the same effect as an original.

I acknowledge I have read this document, and all my questions have been answered to my satisfaction and understanding. Each party has signed this MSA as of the date next to its signature.

Voyager Technology Solutions, LLC

Client

Signature: _____

Signature: _____

Name: _____

Name: _____

Company: _____

Company: _____

Title: _____

Title: _____

Date: _____

Date: _____