Managed IT Services Agreement

Terms and conditions • Revised October 27, 2026

I Terms and Conditions

a. CTS Companies (“CTS”), also referred to as Unitel Leasing and Unitel Managed Services, provides Customer only the Services specified in the accepted CTS proposal (“Proposal”) or signed service schedule, order or service-level agreement (“Service Schedule”). These Terms, the Proposal, the completed Service Plan Table and the Service Schedule form the “Agreement.” “Client” means the billable user, employee, device or other unit identified in the Proposal or Service Schedule. General service labels and marketing materials do not expand the purchased scope.

II Term of Agreement

a. The Initial Term is the term stated in the Proposal or Service Plan Table and begins on the date of the first invoice issued after installation is completed (“Service Start Date”). The Agreement takes effect when signed by both parties; the later Service Start Date does not defer onboarding, payment or other obligations already incurred. Added Clients and Services share the current term’s end date unless expressly agreed otherwise. Authorized vendor commitments may extend beyond that date. Section XVI resolves conflicting documents.

III Service Fees and Payments

a. Charges and unit rates are stated in the Proposal or Service Schedule. Recurring billing is recalculated monthly using applicable rates, Client quantities, authorized subscriptions and agreed minimums; usage and other authorized charges are invoiced as applicable. Authorized monthly adjustments do not require a separate amendment or advance notice.

b. Payment is due thirty (30) days after the invoice date by ACH or credit card unless CTS agrees otherwise. Past-due amounts may accrue interest at the maximum rate permitted by applicable law from the due date. Customer is responsible for applicable taxes, lawful collection costs and reasonable attorneys’ fees. Early Termination Charges are due under Section XV(a).

c. After an invoice becomes past due, CTS may suspend affected Services or terminate for nonpayment if Customer fails to pay within ten (10) days after one notice, which may be verbal under Section VII(a). No reminder is required. Suspension does not release agreed charges or authorized noncancelable commitments. CTS may stop backup processing and other affected Services; customer data is governed by Section VIII and applicable law. Restoration may require payment of overdue amounts and separately chargeable restoration work.

IV Additional Terms and Conditions

a. Customer’s designated commercial contacts may authorize changes by email or the agreed portal at agreed rates. Added Clients are prorated from activation and included in monthly billing. Reductions or removals require CTS approval, are not guaranteed, and, if approved, apply from the next billing period without reducing minimums or noncancelable commitments. The initial recurring charge is the Initial Term minimum unless the Proposal or Service Schedule states otherwise; renewal minimums adjust with the agreed rate changes unless expressly agreed otherwise. Billing reductions do not reduce the termination base in Section XV(a).

b. Customer retains ownership of its data and customer-owned equipment. CTS and its licensors retain ownership of their pre-existing tools, software, templates, methodologies and internal work product. Customer authorizes CTS and its service providers to access and process customer data as necessary to deliver and administer the purchased Services.

c. Customer shall provide timely access, accurate information, authorized contacts, approvals and cooperation; maintain lawful software rights; and refrain from disabling agreed protections. Customer is responsible for employee conduct, internal policies and decisions to reject or delay recommended protections, including resulting risks to the

extent caused by those decisions. CTS need not obtain a signed risk acknowledgment or maintain a separate register of recommendations or rejections. This allocation does not excuse CTS from performing expressly purchased Services.

d. Customer shall identify its applicable regulatory, contractual and data-handling requirements and disclose them before regulated data is processed. CTS does not provide legal advice or guarantee compliance or certification. Compliance services, special safeguards, reporting, meetings, assessments, audits and ongoing advisory duties apply only where expressly included in the Proposal or Service Schedule or required by applicable law. Any required business associate agreement or other regulatory addendum must be executed before the applicable processing begins.

e. Support scope, hours, response commitments, onsite work and exclusions are governed by the Proposal or Service Schedule; after-hours coverage is governed by the applicable service-level agreement. CTS provides continuous monitoring through its deployed tools but does not guarantee uninterrupted monitoring or detection. Vendor or data-center outages, connectivity failures, Customer removal or disabling of software, and other dependencies may interrupt coverage. Response and recovery times are targets unless expressly designated as binding. Customer-caused delays extend affected performance periods to the extent of the delay.

f. Backup Services cover only systems connected to the backup service and data configured for protection; connection to Customer's network alone does not establish backup coverage. Customer must identify new systems and data sources and obtain CTS approval for added coverage. Archival retention, legal holds and routine restore testing are not included unless expressly purchased or legally required. Backup and recovery depend on functioning software, connectivity, available data and third-party systems. Recovery objectives are targets unless expressly guaranteed, and no backup service guarantees recovery of all data.

g. Vendor commitments require authorization from Customer's designated commercial contact by email or the agreed portal, identifying the product, quantity, price or formula, commitment period and cancellation or renewal terms. That contact may authorize automatic renewals in advance without further approvals or reminders. Customer remains responsible for authorized unavoidable commitments after the Services end. After giving notice of termination without cause, CTS will not incur commitments extending beyond the intended Service End Date without that contact's authorization. Transfers depend on vendor rules and Customer cooperation, are not guaranteed, and may involve additional charges. CTS may not recover the same charge twice.

V Default

a. Customer is in default if it fails to pay amounts due under this Agreement or materially breaches its obligations, subject to the notice and cure provisions of Sections III and VI.

b. Material breaches include failure to provide required access, authorizations or cooperation; disabling or interfering with agreed security controls; or using the Services unlawfully.

c. Loss, misuse, unauthorized transfer or material damage to CTS-owned equipment, or failure to return that equipment when required, constitutes default to the extent attributable to Customer's breach of this Agreement.

d. Dissolution, cessation of business, merger, acquisition or sale does not by itself cancel this Agreement or discharge Customer's obligations, subject to applicable law. For a sale or transfer of the business or substantially all operating assets, or a merger into a successor, Customer must include an express written assumption of this Agreement in the sale or transaction documents and obtain CTS's written consent to any assignment. Customer remains liable unless CTS expressly releases it. Failure to obtain the required assumption is a material breach and triggers personal payment liability only for the individual who separately signs the Limited Personal Guaranty, on its stated terms. A stock sale that leaves Customer as the contracting entity does not require a new assumption.

e. Insolvency-related remedies are available only to the extent permitted by applicable law; this Agreement does not override bankruptcy protections.

f. Threats, harassment or abusive conduct toward CTS personnel, or activity creating a material security, safety or legal risk, are grounds for action under Section VI.

g. No provision requires CTS to continue an affected activity where doing so would violate applicable law or create an imminent material security or safety threat.

VI Remedies

a. CTS may suspend affected Services or terminate for a material breach not cured within ten (10) days after one notice describing the breach; notice may be verbal under Section VII(a), and nonpayment follows Section III(c). CTS may act immediately to address a material security or safety threat, unlawful activity or serious abuse of personnel, and may terminate immediately for a serious incurable breach. CTS may notify Customer of emergency action verbally; no separate written confirmation is required unless applicable law or a signed regulatory addendum requires it. CTS may recover accrued charges, applicable Early Termination Charges, CTS-owned equipment and lawful enforcement costs, including reasonable attorneys' fees. Returned payments may incur a lawful $25 charge. Remedies are cumulative without duplicate recovery; delay or waiver of one breach does not waive other rights.

VII General

a. Except where this Agreement expressly permits verbal notice, contract notices must be sent by email to the designated notice contact or by nationally recognized overnight courier to the stated address. Customer's signer email and address serve as its notice details unless replaced by notice; each party must keep its details current. Email notice is effective the next Business Day unless delivery fails; courier notice is effective upon documented delivery. Verbal notices under Sections III and VI are effective when actually communicated to Customer's designated commercial contact or authorized signer; no follow-up writing is required. No acknowledgment or repeat reminder is required. Periods are calendar days unless stated otherwise and notice-based periods run from effective notice. "Business Day" means Monday–Friday excluding federal holidays, measured in Eastern Time. Mandatory legal notice requirements control.

b. Michigan law governs this Agreement, subject to mandatory applicable law. Actions arising out of this Agreement shall be brought exclusively in courts of competent jurisdiction located in Michigan, and Customer consents to their jurisdiction. Service of legal process is governed by applicable procedural law; Section VII(a) governs contract notices only.

c. This Agreement binds the parties and their permitted successors and assigns. Except for adjustments and operational changes expressly authorized by this Agreement, amendments require written agreement of both parties. Electronic signatures and counterparts are permitted.

d. Customer authorizes CTS to conduct credit investigations, including credit reports. Purchase-order terms do not amend this Agreement; Section XVI governs the entire Agreement and document priority.

VIII Offboarding and End of Service

a. Month-to-month offboarding is available only if Customer validly cancels or declines renewal in compliance with this Agreement's notice requirements and CTS elects to permit it. The "Contract End Date" is the effective expiration or termination date. CTS's then-applicable base rate applies for the first thirty (30) days after that date; additional work remains separately chargeable. CTS has no obligation to continue offboarding beyond thirty (30) days. Any later continuation is solely at CTS's discretion, at rates CTS may change prospectively at any time, subject to applicable law; it creates no new fixed term. Customer remains responsible for Services continued, additional fees and authorized vendor commitments. "Service End Date" means the date CTS-approved Services actually stop, or the Contract End Date if none continue.

b. Customer is responsible for arranging its replacement provider and transition before the Service End Date. CTS will use commercially reasonable efforts for any offboarding assistance it accepts, without guaranteeing completion, timing, compatibility or a successful migration. CTS determines the scope and completion of that assistance in its sole discretion, subject to applicable law and signed regulatory addenda. CTS is not responsible for acts, omissions or delays of Customer or its replacement provider to the extent caused by them. Offboarding does not expand purchased Services, require custom work or waive payment obligations.

c. CTS has no contractual obligation to retain or make customer data available after the Service End Date and may discontinue access, remove its tools and delete service data without a post-service retrieval period or further reminder, subject to applicable law, binding legal holds and signed regulatory addenda. Customer must arrange timely retrieval and replacement services. CTS will comply with mandatory return, access, protection and disposal

requirements; fees do not condition access that law requires CTS to provide. This Section creates no promise of post-service storage or recovery.

IX Confidentiality

a. Both parties acknowledge and agree that during the course of the provision of IT Managed Services, sensitive and confidential information may be disclosed, exchanged, or otherwise made accessible. This includes but is not limited to proprietary business information, trade secrets, customer data, financial information, strategic plans, technical specifications, and any other information that is marked or reasonably understood to be confidential ("Confidential Information").

b. Each party will use the other's Confidential Information only to perform or administer this Agreement, exercise its rights, or comply with law. Disclosure is permitted to personnel, subcontractors, vendors and professional advisers who need the information for those purposes and are subject to appropriate confidentiality obligations. Each party remains responsible for compliance with its obligations under this Section.

c. Each party will use reasonable physical, technical and administrative safeguards appropriate to the information and its role. This Section does not create a guarantee against unauthorized access or require specific audits, certifications or customer reports unless expressly included in the Service Schedule or required by law.

d. Confidential Information excludes information that becomes public without breach, was lawfully known without restriction, is independently developed, or is lawfully received from a third party without confidentiality restrictions. A party may disclose information as legally required and may, where lawful, notify the other party; no contractual notice is promised for compelled disclosures unless required by law or a signed regulatory addendum. Confidentiality obligations survive termination while the information remains confidential; trade-secret protection continues as required by law.

e. CTS will provide notifications required of CTS by applicable law or a signed regulatory addendum using the applicable trigger, deadline, content and delivery method. Otherwise, CTS will notify Customer without unreasonable delay after determining on a reasonable factual basis that customer data in CTS's possession or control was subject to unauthorized access, use or disclosure, or that a material compromise occurred in systems CTS is expressly engaged to secure; CTS need not await a completed forensic investigation. Routine unsuccessful attempts need not be individually reported except as required by law, the Service Schedule or a regulatory addendum. Customer shall promptly report suspected incidents and cooperate with containment. CTS may isolate affected systems or take reasonably necessary protective action without advance approval. Optional forensics, legal advice, notifications, recovery or remediation beyond purchased Services require separately agreed scope and charges and do not become included Services merely because an incident occurs. No fee approval or scope negotiation delays CTS's independently required legal response. This Section does not imply monitoring of unpurchased systems or transfer CTS's own legal duties to Customer.

X Indemnity

a. Where CTS supplies CTS-owned equipment as part of the Service, Customer shall indemnify and hold CTS harmless from loss, claims or damage to persons or property arising from Customer's misuse of or damage to that equipment, except to the extent caused by CTS's negligence or willful misconduct. Customer shall protect the equipment against loss or damage and maintain appropriate insurance. This obligation survives termination for events occurring during the Agreement.

b. CTS retains title to equipment expressly identified as CTS-owned in the Service Plan Table or a signed service order. Customer retains title to its own equipment. Customer shall not sell, pledge, encumber or transfer CTS-owned equipment without CTS's written consent and shall notify CTS promptly of loss, damage or adverse claims. When the related Services end, Customer shall provide reasonable access for CTS to recover CTS-owned equipment or arrange its return. While Customer is not in default, Customer may use that equipment for the Service in accordance with this Agreement.

XI Limited Warranty Exclusions

a. Manufacturer warranties apply only to the extent available and transferable under the manufacturer's terms. CTS does not independently warrant third-party equipment or software. Warranty administration, shipping, replacement labor and related assistance are included only if expressly stated in the Service Schedule; otherwise they require separately authorized charges.

b. EXCEPT AS PROVIDED ABOVE, CTS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

c. CTS DOES NOT GUARANTEE UNINTERRUPTED OR ERROR-FREE SERVICES OR EQUIPMENT, OR AGAINST LOSS OF CONTENT, DATA OR INFORMATION. TO THE EXTENT PERMITTED BY LAW, AN ACTION AGAINST CTS MUST BE COMMENCED WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER THE CLAIM ACCRUES UNDER APPLICABLE LAW. WHERE LAW REQUIRES A LONGER MINIMUM PERIOD, THAT MINIMUM APPLIES. TERMINATION DOES NOT SHORTEN THE PERIOD. THIS LIMITATION DOES NOT APPLY TO CLAIMS THAT CANNOT LAWFULLY BE SHORTENED OR TO CTS'S FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. A MANDATORY CONTRACTUAL CURE PERIOD TOLLS THE LIMITATION WHILE IT RUNS.

XII Limitation of Liability

a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CTS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER THEORY, SHALL NOT EXCEED TWO (2) TIMES THE RECURRING SERVICE CHARGES PAYABLE FOR THE MOST RECENT ACTIVE SERVICE MONTH AT OR BEFORE THE FIRST EVENT GIVING RISE TO LIABILITY, OR THE FIRST COMMITTED MONTH IF THE EVENT PRECEDES SERVICE COMMENCEMENT. THE FEE BASE INCLUDES RECURRING VENDOR CHARGES BUNDLED INTO THE SERVICES BUT EXCLUDES TAXES, ONE-TIME CHARGES AND SEPARATELY ITEMIZED PASS-THROUGH VENDOR CHARGES. THIS IS ONE AGGREGATE CAP FOR ALL CLAIMS, INCLUDING CYBERSECURITY, CONFIDENTIALITY, DATA LOSS AND ERRORS OR OMISSIONS, NOT A SEPARATE CAP PER CLAIM. THIS CAP AND THE EXCLUSIONS BELOW DO NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE LIMITED, OR TO CTS'S FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. CTS may interrupt affected Services for maintenance, upgrades or protective action consistent with the Service Schedule. CTS is not responsible for delay caused by events beyond its reasonable control, including power or telecommunications failures, supplier outages, disasters, government action and labor disruption.

b. SUBJECT TO THE EXCEPTIONS IN SECTION XII(a), CTS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, REVENUE OR PROFITS TO THE EXTENT SUCH LOSSES ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, ARISING FROM THIS AGREEMENT, THE SERVICES OR EQUIPMENT, WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THEIR POSSIBILITY. ANY RECOVERABLE DIRECT DAMAGES REMAIN SUBJECT TO SECTION XII(a).

XIII Changes to Service and Terms and Conditions

a. CTS may change tools, vendors, subcontractors, personnel, configurations and technical methods without notice or approval if the changes do not materially reduce the purchased scope or express service commitments. For this Section, a material adverse operational change means a change requiring material Customer action or materially adversely affecting agreed access to or availability of the Services. CTS will give written notice of such a change before implementation where reasonably practicable, or promptly afterward where urgent security, legal or third-party circumstances prevent advance notice. Notice alone does not authorize a material scope reduction or amendment of these Terms. Such amendments require written agreement, except for billing adjustments expressly authorized by Section IV and renewal pricing under Section XV. CTS has no obligation to maintain or supply customer-facing revision histories or individual notices of routine changes.

XIV Right to Identify Customer

a. It is specifically agreed that CTS may identify the Customer as a customer of CTS and include the Customer's name and any applicable logo in CTS marketing materials that identify CTS customers. Customers may request at any time that CTS not use the Customer's identity in marketing material at any time.

XV Contract Term and Cancellation

a. Customer commits to maintain the Services for the agreed term. If Customer terminates early other than for CTS's uncured material breach, or CTS terminates for Customer default, the Early Termination Charge equals the Termination Monthly Base multiplied by the number of contractual months remaining in the then-current Initial Term or renewal term as of termination. "Termination Monthly Base" means the greater of (i) the monthly recurring Service charge in effect immediately before termination or (ii) the highest monthly recurring Service charge properly applicable during that same term. Each amount is determined from monthly billing calculations under Section III(a), on a full-month basis, including recurring Client and authorized subscription charges and applying agreed minimums, but excluding taxes, billing errors, late fees, one-time projects and nonrecurring usage charges. Temporary credits do not reduce the underlying recurring rate; a permanent written amendment expressly revising this termination base controls. Remaining months exclude elapsed months and are prorated for a partial final period. The charge is due thirty (30) days after invoice. Authorized noncancelable vendor charges remain payable only to the extent not already recovered through the Early Termination Charge or other amounts paid; overlapping vendor recovery is credited dollar for dollar. No Early Termination Charge applies where CTS approves replacement or upgraded CTS Services of equal or greater committed value in writing. Either party may cancel within seven (7) days after the Service Start Date without an Early Termination Charge; Services delivered, agreed one-time charges and authorized noncancelable commitments already incurred remain payable. Other waivers require a CTS owner's written agreement. Customer may terminate for CTS's material breach remaining uncured thirty (30) days after effective written notice describing that breach, without an Early Termination Charge. Month-to-month offboarding after a valid exit does not create additional fixed-term months for this calculation.

b. Services automatically renew for successive twelve-month terms unless either party gives written nonrenewal notice at least thirty (30) days before the current term ends. If the Proposal includes a renewal price-adjustment formula, it applies automatically at renewal without separate notice, reminder or amendment. No formula is implied if none is stated. An increase outside that formula requires notice at least forty-five (45) days before term end; otherwise existing rates and agreed adjustments apply. CTS may terminate without cause on sixty (60) days' written notice without an Early Termination Charge. Any offboarding continuation is governed exclusively by Section VIII. Charges remain due for continued Services and authorized surviving vendor commitments; prepaid unused CTS Service fees may be applied to amounts properly due, with the remainder credited or refunded.

XVI Entire Agreement

a. These Terms, the accepted Proposal, completed Service Plan Table and signed Service Schedule constitute the entire Agreement and supersede prior understandings. The Proposal and Service Schedule supply the scope, rates and service parameters delegated to them without citing section numbers. The Service Plan Table controls conflicting term or price entries unless a later signed document expressly overrides it. A later accepted Proposal or signed order controls earlier documents only for the same Services and matters it expressly addresses. Any exception to these Terms must identify the provision changed and be signed by both parties. Regulatory addenda control their regulated subject matter; these Terms otherwise control. Marketing, voluntary assistance and prior dealings do not expand scope. Applicable law remains effective. An unenforceable provision does not invalidate the remainder to the extent permitted by law.

Service Plan Table

Complete with the accepted Proposal and any applicable Service Schedule.

AGREEMENT DETAILS	CUSTOMER ENTRY
Customer company	
Proposal reference and date	
Service Schedule or SLA reference	
Initial Term in months	
Initial Client quantity and billable unit	
Initial monthly recurring charge	
One-time onboarding or alignment charge	
Backup storage allowance if applicable	
Designated commercial contact and email	

Service Start Date

The date of the first invoice issued after installation is completed, as defined in Section II; no estimated date overrides that definition.

Scope and pricing

The Proposal or Service Schedule specifies included Services, rates, units and counting methods. After-hours coverage follows the applicable SLA. Any renewal price-adjustment formula is stated in the Proposal. Vendor commitments require authorization from the designated commercial contact under Section IV(g).

Signatures

Each representative confirms authority to bind the party identified below.

Customer

Company: _____

Authorized signer and title: _____

Signature: _____ Date: _____

Notice email: _____

Notice address: _____

Billing contact and email: _____

CTS Companies

Authorized signer and title: _____

Signature: _____ Date: _____

Notice email: _____

Notice address: _____

Limited Personal Guaranty

SEPARATE INDIVIDUAL OBLIGATION — SIGN IN YOUR PERSONAL CAPACITY

In consideration of CTS entering into this Agreement, the undersigned individual personally guarantees Customer's unpaid payment obligations under this Agreement only if Customer completes a transaction requiring written assumption under Section V(d) without obtaining that assumption and CTS has not waived it in writing. Covered amounts include accrued charges, applicable Early Termination Charges and authorized unavoidable vendor commitments, without duplicate recovery. The guaranty does not arise solely from dissolution, cessation, a stock sale leaving Customer as the contracting entity, or a transaction with the required assumption. It does not release Customer or require the individual to perform technical Services. Michigan law and the Agreement's Michigan forum provision apply, subject to mandatory law. The corporate signature above alone does not execute this guaranty.

Individual guarantor name: _____

Personal signature: _____ Date: _____