

MANAGED SERVICES ADDENDUM

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This Managed Services Addendum ("Addendum"), entered into as of the date of the last signature on the Quote (defined below) attached hereto is incorporated into and made a part of that certain Master Services Agreement ("MSA") by and between Kansas Information Technologies, LLC d/b/a AccentLogic ("AccentLogic") and the client identified in the Quote attached hereto ("Client"). The parties agree:

1. Client's signature on the Quote (the "Quote") indicates Client's assent to the terms and conditions set forth in this Addendum, and evidences Client's agreement to receive the services identified in the Quote based on Client's selected service package.
2. Capitalized terms have the meaning set forth in the MSA, the Quote, this Addendum, or as defined in an Exhibit attached hereto.
3. Services pursuant to this Addendum shall commence on the Contract Start Date identified in the Quote attached hereto ("Effective Date"). The initial term of this Addendum is identified in the Quote ("Initial Term"). Renewals shall occur as set forth in the MSA.
4. AccentLogic shall provide the services identified in the Quote. Items not included in the Quote are specifically excluded.
5. Client shall pay the one-time setup fee ("Onboarding Fee") and monthly recurring fees as set forth in the Quote, with the Onboarding Fee payable prior to the commencement of Services. Payment terms set forth in the MSA apply to the Services provided under this Addendum.
6. Client shall further:
 - (a) Provide and maintain an environment meeting Product specifications;
 - (b) Limit access to Personally Identifiable Information ("PII"), and, where feasible, segregate PII data sets within internal System networks to provide access only to Client employees with need to access PII;
 - (c) Provide broadband internet access and remote access to Client's System and cabling to support such access;
 - (d) Allow installation of monitoring, remote access and any other reputable third-party software deemed necessary by AccentLogic to maintain and support the Systems covered hereunder;
 - (e) Be responsible for training Client employees with respect to cybersecurity issues (i.e. antivirus and malware protection, phishing avoidance, proper handling of spam, protection from hacking, worms, Trojan horses, trapdoors and other third-party criminal acts);
 - (f) With respect to software of third-party manufacturers provided to Client through AccentLogic, Client shall further:
 - (i) Agree to third-party manufacturer licensing terms (i.e. Microsoft), including under the Microsoft New Commerce Experience program, and such terms are incorporated into this Addendum by reference;
 - (ii) Make AccentLogic "Partner of Record" or equivalent with such third-party manufacturer in Client's service portal or equivalent;
 - (iii) Consent to licenses purchased under this Addendum as non-refundable, non-resaleable, and non-transferable;
 - (iv) Pay AccentLogic, even if engaging another service provider, in full for all initial and any additional third-party software licenses requested during the Initial or any Renewal Addendum Term, in accordance with the manufacturer's current policies and pricing (including any changes, price increases or additional charges implemented by the manufacturer), which shall be reflected in Client's account and billed accordingly, through the expiration date of any such license;
 - (v) Agree not to use administrative access to decrease, cancel or transfer licenses at any time; and
 - (vi) Add additional licenses pursuant to the foregoing and subject to all the terms of this Addendum, which shall expire and renew as though purchased as of the Addendum Effective Date.
7. Additional Terms.
 - (a) Device counts and the fees associated therewith will be audited monthly and increased or decreased based upon actual counts, as necessary. Device, workstation, server, mailbox, phone and mobile device counts may not be reduced unless permitted by third-party vendor. If reduction is permitted, such counts may not be reduced below 90% of the original counts at onset of Services.
 - (b) AccentLogic is not responsible for the physical security of Client's premises or facilities in connection with any of the Services described in this Addendum;
 - (c) Client acknowledges that AccentLogic's Services are operational and technical in nature and do not constitute "consulting services" as defined in Section 199A of the Internal Revenue Code or applicable Treasury regulations. Nothing in this Addendum shall be construed as creating an advisory, strategic or executive consulting relationship between AccentLogic and Client;
 - (d) If Client requests or authorizes AccentLogic to approve, enable, configure, support, or maintain access to any custom-developed or third-party artificial intelligence tool, software application, integrated platform, automation, or similar technology (each, an "Application"), Client is solely responsible for evaluating and approving the Application, including its security, data handling, privacy, compliance, functionality, outputs, permissions, access rights, vendor terms, and ongoing behavior. AccentLogic's role is limited to performing the requested technical services at Client's direction, and AccentLogic has no obligation to evaluate, test, audit, validate, monitor, investigate, recommend, endorse, or report on any Application or changes to its functionality, data handling, privacy practices, security posture, ownership, terms, or compliance status. Client acknowledges that Applications may create security, privacy, compliance, operational, data loss, data exfiltration, service disruption, confidentiality, and similar risks, including risks arising from AI-generated outputs or third-party vendor acts or omissions. Client shall indemnify, defend, and hold harmless AccentLogic and its officers, directors, members, employees, agents, contractors, successors, and assigns (collectively, "AccentLogic Parties") from and against all third-party claims, investigations, losses, liabilities, damages, costs, and expenses arising out of or relating to any Application, Client's authorization or use thereof, Client data processed by or through the Application, or Client's breach of this paragraph. AccentLogic may recommend or require removal, disabling, or reconfiguration of any Application if AccentLogic reasonably determines that it poses a security, operational, compliance, legal, reputational, or service-delivery risk, and AccentLogic

will have no liability for disruption, loss, cost, or damage resulting from such action. Any liability of the AccentLogic Parties arising out of or relating to any Application is subject to the limitations of liability in the MSA and this Addendum and, to the maximum extent permitted by law, excludes indirect, incidental, special, consequential, exemplary, punitive, multiplied, lost data, lost revenue, lost profits, lost goodwill, lost business opportunity, and cost-of-substitute-services damages;

- (e) Client is solely responsible for developing, maintaining, enforcing, and training its employees, contractors, and users on policies governing the Application(s), AI tools, and broader system and technology use, including acceptable use, data handling, security, access rights, third-party applications, confidential information, regulated data, and compliance obligations;
- (f) Client is solely responsible for all AI tokens, credits, usage-based charges, overages, vendor billing or pricing changes, and other pass-through costs arising from or related to the Application(s), including costs resulting from prompts, outputs, uploaded or processed data, conversation history, premium model use, agentic or automated workflows, API calls, user activity, or other consumption-based metrics. Client is solely responsible for monitoring and managing its own usage and associated costs, and AccentLogic does not guarantee, cap, monitor, manage, optimize, alert on, or control such costs unless expressly agreed in a separate signed writing;
- (g) Any Services outside the scope of this Addendum (meaning such services are not included in Client's selected package or otherwise identified as included in the Quote) are excluded and may be supplied by AccentLogic pursuant to the MSA at its regular billing rates or pursuant to a separate addendum relating to the project. Invoices relative to out of scope services performed are payable by Client on Net 15 payment terms. Examples of Services excluded are:
 - Support for workstations excluding troubleshooting of endpoint security agent installation, automated patch management, and remote monitoring agent reporting and installation (co-managed only);
 - Any onsite or remote support required due to any equipment (or issues resulting from any equipment) not meeting AccentLogic's minimum standards, including end of life devices or software as determined by a third party vendor or manufacturer;
 - The cost of parts, equipment, software, software licensing, software renewals and shipping charges;
 - The cost of any third party vendor or manufacturer support fees;
 - Training services;
 - Third party data recovery services;
 - If AccentLogic personnel have made multiple attempts to troubleshoot an issue and Client has rejected the recommendations or solutions provided, any future work related thereto shall be treated as out of scope;
 - On-site visits requiring travel by AccentLogic of greater than 40 miles from its principal office location are out of scope and will incur a trip charge;
 - On-site visits exceeding allotted monthly on-site support hours. Overage hours are billed at the rates set forth in AccentLogic's then-current rate table;
 - Consumables, cabling, hardware repair and/or replacement of Client-owned equipment, major System upgrades, new device setups, data center relocation or new data center setup;
 - Other services which are impractical for AccentLogic, such as alteration of products (i.e., custom programming);
 - Implementation or expansion of Systems to new location;
 - Personal devices of employees even if used on behalf of Client;
 - Services to remediate issues related to upgrades, configuration changes, customizations, and/or cybersecurity breaches resulting from actions taken by Client;
 - Software or licensing compliance or audits;
 - Services related to Client use of software that is no longer supported by its manufacturer, including troubleshooting labor associated therewith;
 - Payment of ransom fees;
 - Three Fives Rule: For service requests that entail modifications or changes: (i) affecting five or more users; (ii) require five or more labor hours to implement; and (iii) involves five or more steps for implementation, that request will be treated as out of scope and shall be billed separately by AccentLogic, or memorialized and documented as a separate Project; or
 - Requests to support: (1) devices not procured by AccentLogic; and (2) Internet of Things (IoT) devices (smart speakers, smart TVs, etc.) are out of scope.
 - Rebuild of System following a cyber event.