



Master Services Agreement

PUBLICATION PREVIEW | VERSION 0.2

This Master Services Agreement describes the general terms for services provided by Kortech, Inc. It applies only when incorporated into an agreement or service order accepted by Kortech and its customer. The customer is the business identified in that agreement. Accessing this document does not itself purchase a service or replace an existing customer agreement.

1 Agreement Documents

The applicable agreement consists of the accepted service order, the version of this Master Services Agreement identified in that order, and any expressly incorporated service attachments or schedules. The order identifies the purchased work, covered systems and locations, commercial terms, and service period. Public descriptions of available services do not add services to an order.

Mandatory law controls. An applicable business associate agreement controls conflicting requirements concerning protected health information. An applicable data processing agreement controls its other personal information obligations. Expressly negotiated provisions control the matters they address. A service attachment otherwise governs its specific service, followed by these general terms. A document appearing on the website is not automatically incorporated into every customer agreement.

2 Service Delivery

Kortech will perform the purchased services with reasonable professional care through personnel appropriately qualified for their assigned work. The parties will identify their authorized contacts and communicate material circumstances affecting the work. Service timing depends on the agreed scope, access, prerequisites and identified third-party dependencies.

Kortech's public service catalog describes available capabilities. Monitoring, help-desk staffing, onsite attendance and emergency response are distinct services. Coverage applies as stated in the customer's accepted service schedule.

3 Customer Cooperation

The customer will provide lawful access to covered facilities, systems and information, maintain necessary licenses, and identify the people authorized to approve work. The customer retains responsibility for business decisions, the lawful collection and use of its information, and work outside Kortech's purchased scope. These responsibilities do not excuse Kortech from its agreed duties.

4 Changes and Authorization

Material changes to scope, price, recurring commitments, covered assets or responsibilities require approval through the agreed change process. A routine ticket does not by itself amend legal terms or authorize new recurring charges. Emergency action authority, including containment actions and spending limits, must be established in the applicable agreement or response plan. Kortech will document material action taken and communicate it to the designated customer contact.

5 Fees and Payment

The accepted order identifies fees, included quantities, usage rates, equipment, subscriptions, taxes, approved expenses, invoice timing and payment terms. Additional chargeable work requires an agreed scope and price. Price adjustments, renewals, deposits, cancellation charges and any noncancelable vendor commitments are governed by the terms accepted for that engagement.

The customer will promptly identify disputed charges with supporting information and pay undisputed amounts when due. The parties will work in good faith to resolve disputes. This public document does not establish an undisclosed late charge, minimum term or automatic renewal.

6 Confidentiality and Customer Information

Each party will protect the other's nonpublic business, technical, security and personal information with reasonable care and use it only for the agreed purposes or as lawfully authorized. Access is limited to people who need the information for those purposes and are subject to appropriate confidentiality duties.

Information that is lawfully public, already known without restriction, independently developed or lawfully received from another source is excluded from the confidentiality obligation. Where disclosure is legally required, the receiving party will provide notice when permitted and reasonably cooperate with efforts to protect the information.

The customer retains its rights in customer data. Kortech's processing is subject to the applicable data terms. Publicity, use of customer logos, and publication of customer footage or project details require separate authorization.

7 Security and Incidents

Security responsibilities, administrative access, maintenance and incident contacts are established for the purchased services. No technology eliminates every threat, but that limitation does not reduce Kortech's agreed safeguards or duties. Incident reporting and cooperation follow the applicable data agreement and law. A support ticket classification does not postpone a legally required notice.

8 Equipment Software and Deliverables

The order identifies equipment ownership, subscriptions, licensing and deliverables. Each party retains its preexisting intellectual property. Rights in custom work product are governed by the accepted agreement; third-party rights do not transfer beyond the applicable license. Customer-owned accounts, credentials and data are handled under the agreed access and transition procedures.

9 Third-Party Services

Kortech may implement, administer, resell or support selected third-party products. The applicable provider terms, subscriptions, support boundaries and data roles are identified for those services. Kortech remains responsible for its own agreed work. A vendor's availability commitment does not automatically become a separate Kortech guarantee.

10 Service Period Suspension and Termination

The accepted agreement establishes the service period, renewal, notice, cure and cancellation terms. Any permitted suspension must be limited to the affected services and comply with applicable law, including requirements relevant to communications and protected information. Kortech will communicate the issue and restoration steps as required by the agreement and circumstances.

The transition process addresses ongoing work, customer data, accounts, equipment, vendor commitments, and any agreed assistance. Accrued undisputed charges remain payable. Data return, retention and deletion follow the applicable data terms and lawful retention requirements; termination does not authorize unrestricted destruction or use of customer information.

11 Warranties Remedies and Risk Allocation

Service warranties, correction procedures, equipment warranties and available remedies are governed by the accepted agreement and applicable law. Any limitation of liability, exclusion of damages, indemnity or insurance requirement must be found in the agreement applicable to the engagement. Publishing this document does not create an additional liability cap, indemnity, insurance commitment or waiver of a nonwaivable right.

12 Disputes Notices and Versions

The parties will use their designated contacts to address disputes and service concerns. Formal notices, governing law, venue and any agreed dispute procedure follow the accepted agreement. A routine support message is not a termination notice unless the agreement designates it as one.

Kortech may publish revised documents for future engagements. The version accepted for an existing engagement continues to apply unless changed through the applicable agreement's amendment process. A later website date alone does not amend that engagement.

13 Contact

Questions about these documents may be directed to info@kortechgroup.com or (714) 426-9144. Contractual notices must still follow the method specified in the applicable agreement.