

## Master Terms & Conditions

Version 1.0

Effective Date: [01/01/2026]

Last Updated: [01/19/2026]

These Master Terms & Conditions (“**Master Terms**”) govern all products and services provided by **Yoxthimer Technology Services (“YTS”)** to any customer (“**Client**”), unless expressly superseded by a separate written agreement executed by an authorized representative of YTS.

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### 1. SCOPE AND APPLICABILITY (ALL CLIENTS)

#### 1.1 General Applicability

These Master Terms apply to **all** offerings provided by YTS, whether provided as one-time deliverables or recurring services, including without limitation:

- Managed IT services
- Professional services and consulting
- Hardware sales and procurement
- Software licensing, subscriptions, and renewals
- Cloud services and third-party services resold or administered by YTS
- One-time and recurring IT services of any kind

#### 1.2 Service-Specific Applicability

Certain provisions apply **only to Managed Services engagements** and are clearly labeled “**(MANAGED SERVICES ONLY)**.” All other provisions apply to both Managed Services and General IT sales.

#### 1.3 Incorporation by Reference / Acceptance

Client may accept these Master Terms by any of the following: (i) approving or signing a quote, order form, statement of work, or service schedule that references these Master Terms; (ii) authorizing YTS to begin

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work; (iii) paying an invoice; or (iv) accepting delivery of products or services.

## 1.4 Order of Precedence

If there is a conflict among documents, the following order controls:

1. A written agreement signed by YTS (including a Master Services Agreement)
  2. A statement of work, service schedule, or quote
  3. These Master Terms
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## 2. SERVICES (MANAGED SERVICES ONLY)

During the applicable term of a managed services engagement, YTS will provide Client with the IT services expressly identified in the applicable service schedule, statement of work, or agreement (the “**Services**”). Any services not expressly included are excluded and may be billed separately (“**Out-of-Scope Services**”) at YTS’s then-current rates.

YTS agrees to use commercially reasonable efforts to deliver and support the Services in accordance with generally accepted industry standards. YTS does not guarantee response times, resolution times, or specific service levels unless expressly stated in writing.

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## 3. CLIENT RESPONSIBILITIES (ALL CLIENTS)

Client agrees to:

1. Provide accurate and complete information regarding its environment, systems, and requirements;
  2. Maintain properly licensed hardware and software and comply with applicable software licensing terms;
  3. Provide YTS with timely access to Client’s facilities, systems, accounts, and personnel as reasonably required;
  4. Provide and maintain appropriate working space and safe conditions when on-site services are requested;
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5. Timely approve or reject recommended changes, patches, upgrades, and security improvements; and
6. Comply with all applicable laws, regulations, and contractual obligations applicable to Client's business.

Client acknowledges and agrees that the provision of IT services may in some circumstances result in disruption of operations, downtime, loss of access, and/or loss or damage to software, hardware, or data, including due to factors beyond YTS's control.

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## 4. PRICING AND PAYMENT (ALL CLIENTS)

### 4.1 Fees and Invoicing

Fees, billing frequency, and payment terms are stated in the applicable quote, order form, or agreement. Unless otherwise stated, payments are due in advance.

### 4.2 Variable Quantities / Reconciliation

Client acknowledges that certain services may be billed on variable quantities (for example, per-user, per-device, or per-license). YTS may reconcile accounts periodically and adjust invoices accordingly, including for additions, removals, prorations, and corrections.

### 4.3 Non-Payment

YTS has no obligation to perform or continue performing services if Client fails to pay undisputed amounts when due. YTS may suspend or terminate services for non-payment.

### 4.4 Late Fees / Interest

Any payment not received within thirty (30) days of its due date may bear interest from the due date until paid in full at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

### 4.5 Annual Increases

Fees are subject to increase of up to nine percent (9%) per year upon notice.

### 4.6 No Setoff

All amounts are payable by Client without setoff, deduction, or counterclaim.

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## 5. OWNERSHIP AND INTELLECTUAL PROPERTY (ALL CLIENTS)

Each party retains all rights, title, and interest in and to its respective trademarks, service marks, logos, and proprietary materials.

Unless otherwise agreed in writing, YTS retains ownership of its methodologies, processes, templates, scripts, tools, configurations, documentation, and know-how developed or used in performing services ("YTS Materials"). Client retains ownership of its data and Client-provided materials.

Nothing herein grants either party a license to the other's trademarks or proprietary materials except as necessary to perform obligations under the applicable transaction.

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## 6. CONFIDENTIAL INFORMATION (ALL CLIENTS)

### 6.1 Definition

In connection with the provision of information technology products and services, either party ("Disclosing Party") may disclose or make available to the other party ("Receiving Party") certain confidential or proprietary information ("Confidential Information"). Confidential Information includes, without limitation:

- Business, financial, operational, and technical information;
- Network diagrams, system configurations, credentials, passwords, access tokens, encryption keys, and security information;
- Customer, employee, vendor, and end-user information;
- Non-public pricing, proposals, statements of work, and contract terms; and
- Any information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information may be disclosed in written, oral, electronic, or other form.

### 6.2 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate in writing: (a) was lawfully known to the Receiving Party without restriction prior to disclosure; (b) becomes publicly available through no fault or breach of these Master Terms; (c) is rightfully received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving

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Party without use of the Confidential Information.

## 6.3 Obligations

Each party agrees to: (i) protect the other party's Confidential Information using commercially reasonable safeguards; (ii) use Confidential Information solely for purposes related to the applicable products or services; and (iii) not disclose Confidential Information to any third party except as permitted herein.

## 6.4 Permitted Disclosures

Confidential Information may be disclosed to employees, contractors, and agents who have a legitimate need to know and are bound by confidentiality obligations at least as protective as those herein. Confidential Information may also be disclosed as required by law, regulation, or court order, provided the Receiving Party gives reasonable advance notice where legally permitted.

## 6.5 Data Ownership

All Client data remains the exclusive property of Client. YTS acquires no ownership interest in Client data by virtue of providing products or services.

## 6.6 Survival

The obligations of confidentiality survive termination or expiration for five (5) years, except trade secrets and security credentials shall remain confidential so long as they remain trade secrets or sensitive.

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# 7. BACKUP, DATA PROTECTION, AND CYBERSECURITY (ALL CLIENTS)

## 7.1 No Implied Backup Services

Unless expressly stated in a written statement of work, service schedule, or agreement, YTS does **not** provide data backup, disaster recovery, business continuity, archiving, or data retention services.

## 7.2 Client Responsibility

Client is solely responsible for: (i) maintaining appropriate backups of all data; (ii) verifying backup integrity and restorability; and (iii) determining retention periods and recovery objectives (including RPO/RT0).

## 7.3 Backup Services (If Purchased)

If backup services are expressly included: (i) backups are not guaranteed to be complete, error-free, or restorable in all circumstances; (ii) certain data may not be recoverable, including data that is corrupted, encrypted, deleted prior to backup, or otherwise unavailable; and (iii) backup services reduce risk but do not eliminate the possibility of data loss.

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## 7.4 Cybersecurity Disclaimer / Shared Responsibility

Client acknowledges that no cybersecurity solution, monitoring service, or configuration can prevent all threats. YTS does not guarantee that Client's systems will be secure, breach-free, or immune from cyber incidents. Cybersecurity effectiveness depends on factors beyond YTS's control, including Client policies, end-user behavior, third-party vendors, and Client's timely approval and implementation of recommendations.

## 7.5 Regulatory Compliance

Client is solely responsible for compliance with all laws and regulations applicable to Client, including without limitation HIPAA, PCI-DSS, GLBA, FTC Safeguards Rule, and state privacy laws, unless expressly agreed otherwise in writing.

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## 8. CYBER INSURANCE DISCLAIMER (ALL CLIENTS)

YTS does **not** provide cyber insurance coverage for Client.

Client is strongly advised to maintain appropriate cyber liability insurance, including but not limited to coverage for data breaches, ransomware, business interruption, regulatory penalties, incident response, forensic investigation, and legal costs.

YTS makes no representation that its services satisfy any insurer's requirements, reduce premiums, or substitute for insurance coverage.

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## 9. DISCLAIMER OF WARRANTIES (ALL CLIENTS)

YTS does not warrant that the products or services provided under these Master Terms will be uninterrupted, error-free, timely, secure, or free from defects or vulnerabilities. Client acknowledges that information technology systems are inherently complex and subject to failure, interruption, misuse, cyberattack, and data loss.

ALL PRODUCTS AND SERVICES PROVIDED BY YTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YTS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

YTS DOES NOT WARRANT THAT ANY SECURITY MEASURES, MONITORING SERVICES, OR RECOMMENDATIONS WILL PREVENT OR DETECT ALL SECURITY INCIDENTS, CYBERATTACKS, DATA BREACHES, OR OTHER MALICIOUS ACTIVITY. Client acknowledges that no system can be made completely secure and that YTS is not an insurer of Client's data, systems, or business operations.

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## 10. LIMITATION OF LIABILITY (ALL CLIENTS)

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YTS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THESE MASTER TERMS OR ANY PRODUCTS OR SERVICES PROVIDED BY YTS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF GOODWILL, SYSTEM DOWNTIME, OR BUSINESS INTERRUPTION, EVEN IF YTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YTS'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISING OUT OF OR RELATING TO THESE MASTER TERMS OR ANY PRODUCTS OR SERVICES PROVIDED BY YTS SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO YTS DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Client acknowledges that the limitations of liability set forth in this Section reflect the allocation of risk between the parties and that YTS would not have entered into the applicable transaction without these limitations.

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## 11. TERM AND TERMINATION (MANAGED SERVICES ONLY)

Unless otherwise expressly stated in a written agreement, the initial term of any managed services engagement shall be for a period of two (2) years commencing on the effective date of the applicable agreement ("Initial Term"). Upon expiration of the Initial Term, the agreement shall automatically renew for successive one-year renewal terms unless terminated as provided herein.

Either party may terminate a managed services agreement for convenience by providing at least three (3) months' prior written notice to the other party. Client acknowledges and agrees that it remains responsible for payment of all recurring fees during the notice period, regardless of whether Client elects to continue receiving services during such period. For purposes of calculating fees during the notice period, unless otherwise agreed in writing, the monthly fees due shall be the same as the average monthly fees for the three (3) months immediately preceding the delivery of the termination notice.

In addition, Client remains fully responsible for payment of any third-party products or services subject to minimum terms, annual commitments, or non-cancelable obligations, including but not limited to software subscriptions and cloud services, through the end of the applicable commitment term, regardless of whether the managed services engagement terminates prior to the end of such third-party commitment.

YTS may suspend or terminate services immediately upon written notice if Client fails to pay any undisputed amounts when due or otherwise materially breaches these Master Terms or the applicable managed services agreement.

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## 12. NON-SOLICITATION OF EMPLOYEES (MANAGED SERVICES ONLY)

During the term of any managed services engagement and for a period of twelve (12) months following its expiration or termination for any reason, Client shall not, without YTS's prior written consent, directly or indirectly solicit, hire, engage, or attempt to hire or engage any employee or contractor of YTS who performed services for Client.

Client acknowledges that damages resulting from a breach of this Section would be difficult to ascertain. Accordingly, Client agrees that, in the event of such breach, YTS shall be entitled to liquidated damages in an amount equal to twenty-four (24) months of the affected individual's compensation at the rate paid by YTS during the individual's last full month of employment. The parties agree that such amount represents a reasonable estimate of damages and is not a penalty.

YTS shall also be entitled to temporary and permanent injunctive relief to prevent or restrain any violation of this Section, in addition to any other rights or remedies available at law or in equity.

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## 13. FORCE MAJEURE (ALL CLIENTS)

Except for payment obligations, neither party shall be responsible for failure to perform due to causes beyond its reasonable control, including but not limited to work stoppages, fires, floods, war, acts of terrorism, civil unrest, accidents, delays in transportation, telecommunications failures, internet outages, third-party provider failures, failure of Client to provide access, failure of Client to maintain a suitable operating environment, and other similar events. Obligations shall be extended for the duration of the excusable delay.

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## 14. DISPUTE RESOLUTION (ALL CLIENTS)

### 14.1 Good-Faith Resolution

The parties agree to attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to these Master Terms or any products or services provided by YTS (each, a "Dispute") through discussions between authorized representatives of the parties.

### 14.2 Binding Arbitration

If the Dispute is not resolved through good-faith discussions, the Dispute shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall be conducted in **Loveland, Ohio**. Judgment on the arbitration award may be entered in any court of competent jurisdiction. **THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.**

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## 14.3 Governing Law; Venue; Jurisdiction

These Master Terms shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. For purposes of enforcing an arbitration award or seeking injunctive relief, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in and/or for **Clermont County, Ohio**, and waive any objection based upon forum non conveniens or otherwise.

## 14.4 Attorneys' Fees

The prevailing party in any arbitration or court proceeding related to these Master Terms shall be entitled to recover its reasonable attorneys' fees and costs.

## 14.5 Injunctive Relief

Notwithstanding the foregoing, either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its confidential information or intellectual property.

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## 15. VERSIONING AND MODIFICATIONS (ALL CLIENTS)

These Master Terms include a version number and effective date. YTS may modify these Master Terms from time to time by posting an updated version on its website.

**The version of the Master Terms in effect on the date Client accepts a quote, places an order, pays an invoice, authorizes work to begin, or receives products or services shall govern that transaction.** Changes shall not apply retroactively to previously accepted transactions unless expressly agreed in writing.

YTS will provide reasonable notice of material changes by posting a notice on its website and/or by electronic communication to Client's primary contact on file. Client is responsible for maintaining current contact information with YTS.

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## 16. GENERAL TERMS (ALL CLIENTS)

### 16.1 Entire Agreement / Amendments

These Master Terms, together with any applicable quote, statement of work, service schedule, and any agreement executed by YTS, constitute the entire agreement regarding the applicable transaction and supersede prior understandings. Amendments must be in writing and executed by both parties.

### 16.2 Independent Contractors

The parties are independent contractors. Nothing creates a partnership, joint venture, or agency relationship.

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## 16.3 Assignment

Neither party may assign its rights or obligations without the other party's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets.

## 16.4 Severability

If any provision is held invalid or unenforceable, the remainder remains in effect.

## 16.5 Electronic Records and Signatures

The parties agree that electronic records, electronic signatures, and electronically stored copies shall be deemed originals and enforceable to the fullest extent permitted by law.

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## 17. ACCEPTANCE BY REFERENCE (ALL CLIENTS)

By accepting a quote, paying an invoice, authorizing services, or accepting delivery of products or services, Client agrees to be bound by these Master Terms & Conditions.

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## 18. ALARM SYSTEMS, MONITORING, FIRE, AND VIDEO SURVEILLANCE TERMS

*This section applies only if Client purchases or receives alarm, monitoring, fire, or video surveillance services.*

### 18.1 Scope of Alarm Services

This Section applies solely to Clients who purchase, lease, or receive alarm system installation, monitoring, fire alarm, life safety, access control, or video surveillance services ("**Alarm Services**") from Yoxthimer Technology Services ("YTS").

Alarm Services may include, without limitation:

- Burglar and intrusion alarm systems (residential or commercial)
  - Fire alarm and life-safety devices (including smoke, heat, and carbon monoxide detection)
  - Video surveillance, still-image capture, and analytics
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- Interactive services, automation, and remote access
  - Professional monitoring services
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## 18.2 Installation and Access

Client shall provide YTS with full access to all areas of the premises where Alarm Services are to be installed. At least one authorized individual over the age of eighteen (18) must be present during installation.

Client acknowledges that:

- Some installations may require visible wiring
- Installation may occur over multiple days
- Systems may be temporarily non-functional during installation

Installation shall be deemed complete when all listed components are installed, tested, basic operational training is provided, and (if applicable) Alarm.com credentials are delivered to Client.

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## 18.3 Monitoring Term and Fees

Monitoring services shall commence upon system activation and shall continue for an initial term as specified in the applicable quote or agreement (typically one (1) year).

Unless otherwise stated:

- Monitoring fees are billed monthly
  - Early cancellation accelerates the remaining balance of the term
  - Upon expiration, monitoring continues month-to-month at the then-current rate
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## 18.4 Payment Terms (Alarm Services)

Hardware deposits of not less than fifty percent (50%) of equipment costs may be required prior to scheduling installation. The remaining balance, including activation fees, is due upon completion of installation.

Invoices are due within ten (10) days unless otherwise agreed. Late payments may incur interest at 1.5% per month. YTS may suspend monitoring or services for non-payment.

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## 18.5 No Insurance; Limitation of Purpose

CLIENT ACKNOWLEDGES AND AGREES THAT YTS IS NOT AN INSURER OF CLIENT'S PROPERTY OR THE PERSONAL SAFETY OF ANY PERSONS. Alarm systems and monitoring services are designed to reduce risk, **not eliminate it.**

Client is solely responsible for maintaining insurance covering property loss, personal injury, death, or business interruption.

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## 18.6 No Guarantee of Performance

Client acknowledges that Alarm Services:

- May fail to detect or prevent burglary, fire, medical emergencies, or other events
- Are subject to limitations of technology, power, internet, cellular networks, and third-party services
- May generate false alarms

YTS makes no guarantee or warranty that the Alarm Services will avert or prevent any loss, damage, injury, or death.

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## 18.7 False Alarms and Permits

Client is solely responsible for:

- Registering alarm systems with local authorities
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- Maintaining required permits
- Paying any fines, fees, or penalties arising from false alarms

YTS bears no responsibility for false alarm penalties or dispatch fees.

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## 18.8 Modifications and Third-Party Changes

Any modification to the system by Client or a third party must be reported to YTS. Unauthorized changes may result in malfunction and may require billable reprogramming or reinstallation.

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## 18.9 Video Surveillance and Privacy

Client acknowledges responsibility for:

- Proper placement and lawful use of cameras
- Compliance with privacy, consent, and recording laws
- Informing occupants, employees, or visitors as required by law

YTS does not control camera placement decisions made by Client and is not responsible for misuse or unlawful surveillance.

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## 18.10 Indemnification

Client agrees to indemnify, defend, and hold harmless YTS, its officers, employees, agents, and subcontractors from any claims, damages, losses, liabilities, costs, or expenses (including attorneys' fees) arising from:

- Alarm system failure or malfunction
  - False alarms
  - Personal injury, death, or property damage
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- Client or third-party misuse of the system
  - Violations of law related to monitoring or surveillance
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## 18.11 Limitation of Liability – Alarm Services

If YTS is found liable for any loss or damage arising from Alarm Services, Client agrees that YTS’s total liability shall be **limited to the lesser of:**

- Six (6) months of monitoring fees, or
- Two Hundred Fifty Dollars (\$250.00),

as liquidated damages and not as a penalty.

This limitation applies regardless of cause, including negligence.

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## 18.12 Alarm.com Terms Incorporated

Client acknowledges that certain Alarm Services utilize the Alarm.com platform.

The Alarm.com Terms and Conditions, available at

<https://www.yoxthimer.com/wp-content/uploads/2026/01/AlarmComTerms.pdf>,

are incorporated herein by reference and made part of this Agreement as if fully set forth herein. Client’s acceptance of Alarm Services, execution of any related agreement or quote, authorization of installation, payment of fees, or use of the Alarm.com platform constitutes Client’s acceptance of the Alarm.com Terms.

Client further acknowledges and agrees that Alarm.com is an independent third party and an intended third-party beneficiary of this Agreement; that the disclaimers of warranties and limitations of liability set forth in the Alarm.com Terms apply directly to Client; and that, in the event of any conflict between this Agreement and the Alarm.com Terms, the Alarm.com Terms shall control with respect to Alarm.com products and services.

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