MASTER SERVICE AGREEMENT

for clients of

JPtheGeek LLC

Effective July 23, 2026

This Master Service Agreement (hereinafter referred to as "**MSA**" or "**Agreement**") is between JPtheGeek LLC, an Indiana limited liability company with a principal address of 156 S Park Blvd, Greenwood, IN 46143 ("**We**", "**Us**", "**Our**"), and the client ("**You**" and collectively referred to as the "**Parties**" or each individually, as a "**Party**").

ARTICLE 1 – GENERAL

Applicability. The terms of this Agreement apply to (a) all work that We perform on any hardware, software, equipment, accounts, network, IT system, configuration and infrastructure, and (b) all products, services, properties and assets provided to You by Us or procured by Us on Your behalf (collectively, Your "**IT Network**").

Client Handbook and IT Policy Manual. By using our Services, You agree to read and abide by the processes, procedures and policies outlined in Our Client Handbook and the IT Policy Manual, which can be found here: https://jpthegeek.com/legal.

The Client Handbook contains important information about the day-to-day aspects of working with Us and the technologies We use, such as:

- How to request Services;
- Our response and resolution times;
- Issue priorities and service tiers;
- How You can request to escalate service issues;
- Designating, changing and working with Your Designated IT Contact;
- Working with your Account Manager;
- Our general hardware and software requirements and recommendations;

The IT Policy Manual contains important requirements, recommendations and best practices that all You and all other users must follow to keep Your IT Network secure and functioning optimally.

By using our Services, You acknowledge that failure by You or other users or administrators operating on Your behalf to follow the policies and requirements set forth in the above documents, as amended from time to time, whether done inadvertently or intentionally for the sake of convenience or ease of use, absolves Us from any liability whatsoever in connection with any losses, claims or damages which may result from such actions.

You further acknowledge and agree that the Handbook and IT Policy Manual are proprietary information which constitute Our trade secrets and Confidential Information (as defined below). As such they are subject to the confidentiality provisions of this Agreement and neither the contents of these documents nor any passwords provided by Us to access them may be shared with any third parties.

Standard Technology Suite. The Client Handbook contains a list of the technologies that We use to create a well-integrated, reliable and secure IT infrastructures for each of Our clients (Our "**Standard Technology Suite**"). While it is possible that We may be able to purchase and integrate hardware and software that are not listed in the Client Handbook as part of Our Standard Technology Suite, any tasks involving the installation, setup, maintenance and support relating to such products is considered outside of the scope of any Managed Service Plan, and as such may be billed at our Regular Hourly and After Hours and Emergency Rates outlined in **Appendix II**.

Evolving Services. The fields of information technology and cybersecurity are dynamic, with frequent changes in best practices, regulatory requirements, tools, and threat landscapes. Accordingly, JPtheGeek reserves the right, at its discretion, to remove, modify, update, enhance, substitute, or replace any components, processes, deliverables, or methodologies associated with the Services, provided that such changes do not materially diminish the overall functionality or intended benefit of the Services.

Any service descriptions, feature lists, or outlines included in any SOW (as defined below) are provided for general informational purposes only and reflect JPtheGeek's service offering as of the date of execution. These materials are not intended to be exhaustive and may evolve over time as JPtheGeek continuously improves and adapts its services to meet industry and security demands.

Independent Contractor Status. Notwithstanding any provision hereof, it is understood by both Parties that in providing the Services, We are serving as an independent contractor, and are neither an employee nor a partner, joint venturer or agent of You. With the exception of any licenses obtained by Us on Your behalf pursuant to this Agreement, neither Party shall bind or attempt to bind the other to any contract, and any such contracts entered into in violation of this provision shall be void and unenforceable. You will not provide fringe benefits of any kind to Us or Our members, employees, agents and other affiliates, including health insurance, retirement, paid vacation, or any other employee benefits. As an independent contractor, We are solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any kind, including but not limited to workers' compensation insurance. As an independent contractor, unless this Agreement or an applicable Service Schedule or SOW specifically states otherwise, the manner in which the Services are to be performed, including but not limited to the scheduling of individual tasks and the specific hours to be worked by Us or Our employees, contractors and affiliates, shall be determined by Us. It is further understood that as an independent contractor, We may have other clients and may provide any services to any third party during the term of this Agreement.

ARTICLE 2 – TERM AND TERMINATION

Term and Termination. This Agreement begins on the date that it is accepted by both Parties ("**Effective Date**") and will remain in effect for the contract term specified on the applicable SOW ("**Commitment Term**") unless it is terminated by either You or Us in compliance with the Termination provisions below. After the expiration of the original Commitment Term, this Agreement will continue until terminated by You or Us as specified in the Termination clause below.

Termination by You. In the event of a Consultant Default, as defined in this Agreement, this Agreement and any related SOW may be terminated by You with immediate effect by providing Us written notice of the termination. In the absence of a Consultant Default, You may terminate this Agreement by providing Us with ninety (90) days' written notice ("**Termination Notice Period**") if:

- You are not on a Managed Service Plan; or
- You are on a Managed Service Plan, and You are providing Us with 90-day notice of Your intent not to renew this Agreement upon the expiration of the Commitment Term; or
- You are on a Managed Service Plan and You wish to terminate this Agreement prior to the expiration of the Commitment Term. By signing this Agreement, You acknowledge that any such termination is only valid and effective if, in addition to providing Us with 90 days' notice, You also remit payment to Us in the full amount of any Termination Payment (as defined below) due, along with any other outstanding charges

payable to Us, no later than the Termination Payment Due Date, as those terms are defined in the paragraph below.

By using our Services, You acknowledge and agree that the pricing for Our Managed Service Plans is a special discounted fixed monthly rate based on the specific promise of a minimum commitment by You to pay all Monthly Managed Service Fees for the entire duration of the applicable Commitment Term. Managed Service Plans are NOT month-to-month subscriptions and are NOT subject to termination at Your convenience without remitting payment of the Termination Payment. Accordingly, if Our Services to You include any of the monthly managed services listed in **Appendix I**, You acknowledge and agree that, if You terminate this Agreement before the end of the Commitment Term for any reason other than a Consultant Default, You are legally obligated to pay the Monthly Managed Service Fee stated in **Appendix I** multiplied by the number of months left in the Commitment Term [plus the cost of any hardware, equipment, and software licensing fees We purchased to be used in Your IT Network or became obligated to pay on Your behalf (including non-cancelable future software license payments) that were not already paid by You as part of the Onboarding Fee stated in **Appendix I**] ("**Termination Payment**"), within seven (7) days of the date of Your notice of termination ("**Termination Payment Due Date**").

If You terminate this Agreement in accordance with this section, in no event will such termination relieve You of Your obligation to pay all charges incurred under this Agreement or any SOW prior to such termination.

All termination requests must be made in writing to accounts@jpthegeek.com and your direct account manager at JPtheGeek.

Termination by Us. This Agreement may be terminated by Us for any reason upon thirty (30) days' written notice to You, or upon longer written notice period if necessary to reasonably complete any offboarding requirements, but in no case longer than sixty (60) days' notice. We may terminate this Agreement via written notice to You with immediate effect in the event of non-payment, breach, or other violation of this Agreement by You.

ARTICLE 3 – SERVICES AND SCOPE OF WORK

Scope of Services. Beginning on the date both Parties sign **Appendix I** to this Agreement and/or any subsequent Scope of Work ("**SOW**"), We agree to undertake and provide the Services described in the Service Schedule attached to this Agreement as **Appendix I**, and as specified in any SOWs or Service Requests issued by You and approved by Us (collectively, the "**Services**"), at the fees and rates set forth in **Appendix II**. While We will always make reasonable efforts to provide support and troubleshoot issues as requested, Our obligations, response times and resolution time frames, if any, apply only to the Services listed in the applicable SOW, and only to those components of Your IT Network that are part of Our Standard Technology Suite and which meet Our Minimum Technology Requirements, as outlined in the Client Handbook and/or the SOW.

Requesting Services. The process for lodging service requests is outlined in the Client Handbook, a copy of which can be found at https://jpthegeek.com/legal. Our Guaranteed Response Times only apply if the appropriate channels and procedures set forth in the Handbook are followed. When requesting a service, You acknowledge that You are solely responsible for the completeness and accuracy of all information provided to Us. Each Ticket, Quote, Service Request and/or SOW is subject to and incorporates the provisions of this Agreement.

Approval of Quotes and Services Requests. All Quotes and Service Requests are subject to availability and acceptance. Service Requests or any SOW will be deemed accepted by Us once We either perform the work (such as where the task is included within the scope of a Managed Service Plan) or when We provide You with a confirmation stating (a) the term or estimated duration of the Service; (b) the pricing, if applicable, including any monthly recurring charges as well as any non-recurring charges such as software, equipment and other costs or expenses payable in addition to Our rates; and (c) any additional terms applicable to the SOW. The Service Request or SOW, as applicable, will be deemed accepted by You when (a) if the Service is included in a Managed Service Plan or if the reasonable estimated duration of the Service is less than

ten (10) hours, when the request for the Service is placed; or (b) if the Service is not included within the scope of a Managed Service Plan or the Service is expected to exceed ten (10) hours in duration, once Your duly appointed representative indicates their approval and consent to the Service and the estimated pricing provided by Us.

Service Priority Levels. Determining the priority of an issue is within Our sole discretion; however, to give You an idea of what to expect, priorities are generally assigned as shown in the Client Handbook. If You wish to move a Service Request up to a higher priority than it would normally be assigned, You may request an "Emergency Upgrade" by following the instructions outlined in the Client Handbook. All Emergency Upgrades are treated as Critical Priority Issues and are billed at our emergency rate, separately and in addition to any Monthly Managed Service Fees and other applicable charges. We also reserve the right to amend Our service priority levels by providing You a revised list via the Client Handbook or other similar policy document issued by Us.

Reliance on Appearance of Validity. If any SOW or Quote approval is signed or sent from an email address associated with You or Your business and/or approved through Your account via Our web-based portal or ordering system, You hereby acknowledge that such SOWs shall be deemed to be signed and duly authorized by You and may rely upon the apparent validity of same.

SOW Term. The term of any SOW will commence on the date specified by Us when accepting the SOW or on the date that We begin work on the Service, and shall continue for the period of time specified in the SOW or until (a) the work under the SOW has been completed or (b) the SOW has been renewed, cancelled or terminated. For clients not on a Managed Service Plan, we reserve the right to increase rates for any Services provided upon at least fourteen (14) days' written notice.

Exclusions. By signing this Agreement, You acknowledge and agree that the Services provided by Us do not cover, and We have no liability or obligation with respect to: (a) any issues caused by Your use of any equipment, software or service(s) in a way that is not recommended; (b) issues resulting from unauthorized changes made to the configuration or setup of Your IT Network; (c) issues caused by Your actions or those of Your employees, representatives, or contractors that have prevented or hindered Us in performing required and recommended maintenance upgrades or other Services; (d) issues resulting from work performed by You or any of Your contractors other than Us on Your IT Network (collectively, the "**Excluded Services**"). Under no event will We be liable for any claims, losses, damages or expenses relating to issues arising out of such Excluded Services; and any tasks to be performed by Us which relate to such Excluded Services must be requested pursuant to a properly executed SOW regarding same and will be charged at our Rates specified in **Appendix II**. Work relating to issues arising out of Excluded Services is not covered under any Managed Service Plan.

Assignment and Outside Contractors. We may engage such persons, corporations or other entities as We reasonably deem necessary for the purpose of performing Services under this Agreement; provided, however, that We shall remain responsible for the performance of all such Services and shall be considered to engage with any third party persons, corporations or other entities on Our own behalf.

Service Limitations. You acknowledge that the Services provided may reasonably involve trial and error from time to time, and that information technology is a science applied often in novel or unknown circumstances and involving experiment. In particular, You acknowledge that while We will make what We consider (in Our absolute discretion) to be reasonable endeavours to provide appropriate tests, troubleshooting, sound advice and good recommendations in order to assist You, the Services may involve tests, troubleshooting, advice and recommendations that may prove incorrect or inappropriate, particularly in an attempt to cure a problem You are having.

Reasonable Assistance. Our obligations under this Agreement are limited to providing what We consider, in Our absolute discretion, to be reasonable assistance under the circumstances. (In general, reasonable assistance is limited to work done during Business Hours over a period of time not significantly exceeding the time We estimated the Work to take based on our experience and our knowledge of the facts and circumstances at the time we agreed to perform the Work.) If You require additional work beyond what We consider to be reasonable assistance, You agree that such additional work will be billed at Our Hourly Rates set forth in **Appendix II** unless otherwise agreed.

Standard Technology Suite. In order to make sure we can deliver quality service, We constantly work towards helping our clients use the technology we know, trust and love the most – We call this our "**Standard Technology Suit**" or "**STS**", the details of which are outlined in the Client Handbook. When entering into a Service Agreement with Us, You promise to cooperate with Us as much as practicable for Your business in adopting as much of Our STS as possible. This benefits all parties, as We always strive to keep updated on all components of Our STS and deepen our knowledge on everything in our STS in order to keep Your IT Infrastructure high quality, well-integrated, and fast to troubleshoot and support.

While it is possible that We may be able to purchase and integrate hardware and software that are not listed in Our STS, any tasks involving the installation, setup, maintenance, servicing and support of those products is outside of the scope of any Managed Service Plan, and is billed hourly, at the rates outlined in **Appendix II.**

Other Third Party Goods and Services. At times, You may specifically request, or We may recommend the purchase of third party goods or services outside of our STS in situations where some function sought may not be fulfilled by our STS. 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, such as the compatibility or ability of the goods to fit into or perform to expectations in the receiving environment, or the behaviour of any third-party supplier. For many reasons outside of Our control, sometimes goods may fail to meet Your expectations, may not turn out to be fit for the purpose(s) sought, or may not function properly in all or any respects. Because such issues are to be expected when implementing any new technology in any environment, by signing this Agreement You agree to hold us harmless from any claims for losses, expenses, injuries or other damages should a product not meet your expectations.

Testing Procedures. You agree to cooperate with Us and comply with Our instructions as it concerns the testing or troubleshooting of any problems prior to Us taking any further steps to resolve the issue.

Substitute Products. In the event that We are unable to supply products ordered by You, We may supply alternate products of equal quality that We, in our absolute discretion, determine to be fit for and capable of achieving the same purpose.

Suspension or Termination of Services for Non-Payment. In the event of a Payment Default by You, We may, in Our absolute discretion, with immediate effect and without prior notice, suspend or terminate any or all Services provided by Us to You. This includes Our right and ability to cease performing any work under the Master Service Agreement or any SOW, and to cancel, terminate and permanently delete any subscriptions, accounts, licenses and permissions managed, maintained and/or paid for by Us on Your behalf ("**Managed Accounts**"), including but not limited to any third-party vendor accounts and any and all user licenses, credentials, data, and information associated therewith, which may all be deactivated, permanently deleted and/or unrecoverable. By signing this Agreement You hereby expressly agree that We shall not be liable for any losses or damages arising out of such suspension, cancellation or termination of Managed Accounts.

ARTICLE 4 – SOFTWARE & THIRD PARTY VENDORS

Licenses and Indemnity. We will not install unlicensed software. Each software that is purchased and/or installed shall be accompanied by a valid license agreement. You are solely responsible for the retention of the license documentation. We will provide You with all licenses and warranty information provided by third party suppliers of all software purchased by Us on Your behalf. Unless expressly agreed upon by Us in writing otherwise, it is at all times exclusively Your duty and responsibility to adhere to all licensing rules applicable to any software on Your IT Network, and to store all licenses for all software used by You, so that that they can be reproduced if and when required. This includes all Software installed by Us.

Breach or Unauthorized Use. You agree to indemnify and hold Us and each of Our members, shareholders, successors, assigns, directors, officers, employees, agents and subcontractors (the "**Released Parties**") harmless from and against any and all liabilities, claims, causes of action, lawsuits and/or demands of whatever kind or nature, either in law or equity, including all direct, indirect, incidental, special or consequential damages (including without limitation, damages for

interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use client or any third party incurs), as well as any and all other claims, whether in an action in contract, warranty, tort (including without limitation, negligence), or strict liability, which arise out of or are in any way related, directly or indirectly, to a) any unauthorized software use by You or your employees, directors and officers, agents, representatives and contractors, b) any breach of any software license in respect of software provided to Us by You to be installed on one or more of Your computers or equipment, c) otherwise as a result of Us installing Software at Your direction and supplied by You where You are not authorised to use the Software, or d) any problem, defect or malfunction associated with any software (or related services) supplied by third parties.

Power of Attorney. If You request Us to procure software licenses on Your behalf, You agree and irrevocably appoint Us as Power of Attorney to accept terms and conditions or end user license agreement (EULA) for any and all Software requested installed by You. This enables Us to thoroughly ensure the proper acquisition, installation, and usage of all necessary Software for Your specific purpose and IT set up.

Copyright. All copyright in custom software owned by Us remains the sole property of Ours or its owner, unless alternate arrangements are made as part of a separate software agreement.

Third Party Vendors. In providing Our Services, We may incorporate services and software provided by third parties ("**Third Party Vendors**"). These Third Party Vendors may have their own agreements (terms and conditions) and privacy policies that govern the scope of their services; Your use of their Services; Your privacy rights and their use of Your information; limits on the Third Party Vendor's liability; and other important information regarding Your rights ("T**hird Party Agreements**"). We provide a list of Third Party Providers we use at https://jpthegeek.com/third-party-vendor-list, along with links to any relevant Third Party Agreements. You understand and agree that a) You may be legally bound by the Third Party Agreements of Third Party Vendors whose software and services You use; b) We are not responsible for the failure, interruption or deficiency in any service or software provided by a Third Party Vendor; and c) You will not attempt to hold Us liable for the acts or omissions of Third Party Vendors or any losses, damages, claims or expenses resulting from the failure, interruption or deficiency in any service or software provided by a Third Party Vendor.

ARTICLE 5 – RETURNS, REFUNDS, AND CLAIMS

General Returns, Refunds & Cancellation Policy. If You terminate or cancel a SOW prior to the expiration of its Term, You will be responsible for all costs and expenses incurred by Us pursuant to the SOW, including any and all software, equipment, third party contractor labor, subscription, installation and special construction costs, and any and all other costs and other fees incurred by Us as a result of the Service, in addition to any applicable Cancellation Fee. We have a no-return policy, and We may not be able to issue refunds for an item.

Customised Goods Not Returnable. Where the hardware and equipment We supply have any element of customisation for You, or are supplied pursuant to an order that is in Our determination special or unusual, the goods are obtained from overseas or from a supplier who is no longer trading, or are otherwise not readily returnable by Us to the manufacturer or supplier or any related services may not be cancelled, the goods are not eligible for return.

You further acknowledge that Services provided by Us that involve the task of customising goods for particular purposes may involve substantial Labor outside of the scope of any of our Managed Service Plans. All such work will be payable pursuant to Our Hourly Rates set forth in **Appendix II**, and must be paid on time, in full, without any offset or claim, whether or not We are able to achieve the desired purposes, suitability or function, provided that We have acted in good faith and have made what We consider to be all reasonable endeavours to achieve those outcomes.

Duty to Inspect; Limited Returns. You agree to inspect all products received by You immediately upon their delivery. You have 7 days from the date of delivery to provide Us with written notice of a dispute about any product. Your notice must include one of the following reasons for your request: a) the products are damaged or faulty; b) You were supplied with the incorrect product; or c) the quality of the product is materially lower than what was represented. If no such notice

is given on time, You shall be deemed to have accepted the products and have waived the right to any return or refund. If notice is timely provided, We may, in our sole discretion, assist You in good faith to attempting to obtain a refund or exchange from the supplier or manufacturer of the product, subject to the provisions and limitations set forth in this Section. You will be responsible for payment of all costs and expenses incurred by Us in having any products shipped to You and in arranging the return of the products to a manufacturer or supplier.

Consequences of use, installation, customization or sale. You agree to indemnify and hold Us harmless with respect to any allegations and claims relating to any products that have been used, installed, customised, changed, donated or re-sold by You.

Refunds and Cancellations of Services. The fees paid or payable for Services already rendered by Us are non-refundable. On projects performed pursuant to a pre-determined fixed fee or quote, refunds and cancellations may be requested, and partial refunds may be issued at Our discretion, subject to an administrative and cancellation fee of 15% of the fees specified in the mutually agreed/accepted Quote or SOW. The foregoing cancellation fees are on top of and in addition to any costs and expenses We may have incurred in ordering hardware, equipment, software licenses, third party contractor Labor, and other expenses which cannot be cancelled and must be paid in full.

ARTICLE 6 – EQUIPMENT SUPPLIED BY US

Ownership of Equipment. You agree that all equipment listed in **Appendix I** that is provided "As a Service", and all other equipment, hardware and tools provided by Us to You at any time, including equipment being provided as part of a HaaS Plan ("**Supplied Equipment**"), will remain Our sole property, unless the purchase price of same was invoiced to and/or paid by You, or the ownership of the Supplied Equipment was transferred to You as provided below.

Servicing of Equipment. You agree and understand that all Supplied Equipment is to be serviced and maintained solely by Us. You will not attempt to sell, re-sell, loan, rent out, tamper, troubleshoot, repair, move, alter, modify, add to, or perform any other action to any Supplied Equipment, or permit any third party to do so, without Our express written permission ("**Prohibited Actions**"). Any Prohibited Actions shall constitute a material breach of this Agreement and shall render same subject to immediate termination by Us without any refund to You. Any issues arising out of or relating to any Prohibited Actions are specifically excluded from all Managed Service Plans and shall be handled at Our Hourly Rates set forth in **Appendix II**.

Return of Equipment. If this Agreement is terminated and You do not meet or comply with the requirements to transfer ownership of Supplied Equipment to You under the "Ownership of Equipment" paragraph above You hereby agree to return all Supplied Equipment to Us as specified in the applicable SOW, or pay Us the Equipment Transfer Fee specified in this Agreement no later than three (3) days after termination of the Services (the "**Equipment Return Deadline**").

If You do not return all Supplied Equipment to Us or make payment in the full amount due to keep the Supplied Equipment by the end of the Equipment Return Deadline, We may enter Your premises at any time during regular business hours, with or without permission, and take possession of all Supplied Equipment. All such efforts to recover Supplied Equipment will be deemed consensual and not a trespass. You agree to fully cooperate with the removal of all of Supplied Equipment, and will not interfere in any way, including but not limited to involving law enforcement. You agree to compensate Us for any expenses accrued as a result of having to recover Supplied Equipment, in addition to any amounts owed by You under the Master Service Agreement or any applicable SOW or other agreement between You and Us.

You further acknowledge that if Supplied Equipment is purchased by You rather than returned to Us, then management of said equipment, as well as renewing and maintaining any associated licenses following the expiration of the current license on same, will be Your responsibility.

Protection of Equipment. You agree to make all logical and earnest attempts to keep all Supplied Equipment safe, secure and protected while in Your possession. You agree to keep current insurance on all of Supplied Equipment while same is

in Your possession and to list Us as an additional loss payee on any policy covering Supplied Equipment. You will provide proof of insurance and additional loss payee status to Us in the form of a current copy of Your insurance declaration sheet showing Us as a loss payee for all relevant coverages, including mobile equipment coverage. You further agree to be responsible for any and all costs for the repair or replacement of Supplied Equipment while in Your possession should it be damaged, altered, repaired or tampered with by an unauthorized party and/or in an unauthorized manner.

ARTICLE 7 – YOUR RESPONSIBILITIES

Client Handbook and IT Policy Manual. By using our Services, You agree to read and abide by the processes, procedures and policies outlined in the Client Handbook and the IT Policy Manual, copies can be found here: https://jpthegeek.com/legal.

Using Products and Services Only as Intended. In order for Us to be able to provide the Services in a timely and effective manner, You agree to use Your IT Network and all components thereof only as intended and advised by Us.

Updates, Communication and Timely Notification of Issues. You agree to notify Us of any issues or problems with Your IT Network or any component thereof in a timely manner, so that We can maximize Our chances to address problems and issues before they escalate and get out of hand. You further agree to keep Us informed about potential changes to Your IT Network and maintain good and prompt communication with Us at all times.

Logging of Service Requests. In order for Us to provide You with the agreed Service, You agree to follow Our process for logging of Service Requests as outlined in this Agreement, the Client Handbook, the IT Policy Manual or other similar document which We may issue from time to time regarding Our policies, procedures and processes.

Access to Systems, Sites and People. In order to provide You with the agreed Services, You agree to give Us access to Your IT Network, as well as Your personnel, sites, and other items as and when requested by Us for the purposes of maintenance, updates and fault prevention. You agree to allow Us to install software on Your Equipment that allows Our technicians to access, monitor and/or make changes to Your systems at any time. Among other things, this type of software will allow Us to view system statuses, send and receive monitoring information, see users' desktops and control Your PCs. If the performance of Our work requires that You leave devices powered on overnight or weekends, You agree to do so upon Our request.

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 to deal with Us on Your behalf. It is Your responsibility to ensure that We are able to deal freely with these providers. A sample letter to providers is attached to this Agreement in order to assist with the timely obtaining of all required authorizations.

Limitation of Liability. By signing this Agreement, You acknowledge and agree that We shall not be liable for any loss, damage, injury, claim, expense or liability resulting from Your failure to follow the above requirements of this Article.

ARTICLE 8 – BILLING AND PAYMENTS

Charges and Billing. You shall pay all Charges for the Services as specified in **Appendix I or Appendix II**. Monthly recurring charges, including but not limited to Monthly Managed Service Fees and any additional recurring subscriptions or license fees ("**MRC**") are payable as indicated in the applicable SOW. All charges shall be payable in U.S. Dollars. Invoices are payable as indicated on the invoice due date ("**Due Date**") via check, credit card, ACH payment or as otherwise specified on the Invoice and shall be exclusive of any applicable taxes.

"**Charge**s" means the fees, rates, costs, expenses and charges for the goods and Services provided by Us, as specified in **Appendix I** and/or the applicable SOW. Unless otherwise agreed to by the Parties in writing, Charges for each SOW shall

begin to accrue on the date that work on the Service is commenced by Us. Charges for the Services are subject to change at any time if third party charges in connection with a Service are increased or newly charged to Us.

Late Payments. Your failure to pay any Charges in full on or before the applicable Due Date shall constitute a "**Payment Default**." If You are late in making payment, You shall pay a late fee on any late payments at the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by applicable law. If We use a collection agency or attorney to collect a late payment or returned payment, You agree to pay all reasonable costs of collection or other action. These remedies are in addition to and not in limitation of any other rights and remedies available to Us under the Agreement, at law or in equity.

Taxes and Other Fees. All Charges for the Services are exclusive of any taxes and other fees and surcharges. You shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("**Taxes**").

Invoice Disputes. To the extent that You dispute any portion of an invoice in good faith, You shall notify Us in writing and provide detailed documentation supporting Your dispute within fifteen (15) days of the invoice date; otherwise, Your right to any billing adjustment shall be waived. In the event of a billing dispute, You shall timely pay all undisputed amounts. If the dispute is resolved against You, You shall pay all amounts due plus interest from the original Due Date. You may not offset disputed amounts from one invoice against payments due on the same or another account or invoice.

Changes and Fee Estimates. Our Hourly Rates and Monthly Managed Service Fees are subject to change by Us annually, on the anniversary of the Effective Date of this Agreement, by giving You notice of same no less than 21 days prior to the upcoming anniversary of the Effective Date or at any time in that year. Per the Proposal and this Agreement, the annual increase shall not exceed 10%. You agree that any increase of the Hourly Rates and Monthly Managed Service Fees within the scope of this Agreement – which is, up to but not exceeding 10% – shall not be cause for Your termination of the Agreement. You may elect not to renew this Agreement at the conclusion of the Commitment Term if You do not consent to a fee increase, provided that You provide Us with at least 90 days' notice of Your intent not to renew. Any fee estimates provided by Us at Your request are for informational purposes only, and may differ from the rate(s) ultimately payable by You pursuant to a subsequent invoice, SOW or Service Schedule. If after this 90 day-deadline, You renew the Agreement, any subsequent termination of the Agreement by you must be in strict compliance with the terms and conditions herein.

Refunds and Cancellations. The fees charged under this Agreement are non-refundable. No refunds will be given after We have commenced work pursuant to this Agreement or any SOW or Service Schedule.

Acceleration. In the event of a Payment Default, all sums which would have become due and payable by You to Us shall become immediately due and payable, including any Termination Payment due.

ARTICLE 9 – LIMITED WARRANTY

Limited Warranty. We warrant, for a period of thirty (30) days following delivery of any Services hereunder (the "**Warranty Period**") that all Services will be performed in a professional manner and in accordance with generally applicable industry standards. Our sole liability (and Your exclusive remedy) for any breach of this Warranty shall be for Us to re-perform any deficient Services, or, if We are unable to remedy such deficiency within thirty (30) days of being notified of same, to void the invoice for the deficient Services. We shall have no obligation with respect to any Warranty claim if (1) We are notified of such claim after the Warranty Period, or (2) the claim is the result of third-party hardware, software or services; Your actions, including those of Your employees, agents, members, representatives, affiliates and contractors; the actions or omissions of any person or entity not under Our direct supervision or control; or (3) the claim is otherwise caused by factors outside Our reasonable control.

THIS SECTION IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY US. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, EITHER IN

FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, WITH RESPECT TO ANY GOODS AND/OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY US. YOU MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

Upon Your request, We will pass along to the You any third-party warranties relating to any goods purchased and/or installed by Us.

ARTICLE 10 – INDEMNITY & LIMITATION OF LIABILITY

Aggregate Limit of Liability. In recognition of the relative risks and benefits to both You and Us, the risks have been allocated such that both Parties agree, to the fullest extent permitted by law, that We shall not be liable for any indirect, incidental, special or consequential damages (including without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use client or any third party incurs), whether in an action in contract, warranty, tort (including without limitation, negligence), or strict liability ("**Losses**"), even if We have been advised of the possibility of such liabilities. Limitations of liability, waivers and indemnities in this Agreement are business understandings between the Parties and shall apply to all legal theories of recovery. We shall not be responsible for any Losses, damages, injuries, claims or expenses of any nature which may occur as a result of the use of or the failure of any third-party software or hardware. In no event shall the aggregate amount You may recover from Us under this Agreement for any and all Losses, damages, injuries, claims, or expenses arising out of or in any way related to the Services and/or this Agreement, from any cause or causes, including but not limited to Our negligence, errors, omissions, strict liability, breach of contract or breach of warranty, exceed the total Insurance Proceeds paid to Us or on Our behalf pursuant to Our insurance policies applicable to and covering the alleged Loss. The term "**Insurance Proceeds**" as used in this paragraph refers to sums paid by Our insurer(s) in satisfaction of a claim, and excludes any fees, costs and expenses of investigation, claims adjustment, defense, and appeal which may be paid under Our policies. The foregoing sum represents Our total liability for all of Your claims and Losses. You agree that You will not seek damages in excess of these contractually agreed-upon limitations. The limitations set forth in this section shall not apply to personal injury or damage to tangible property caused by Our gross negligence or willful misconduct.

Artificial Intelligence. You acknowledge and agree that We may use artificial intelligence, machine learning, and generative AI tools and technologies, whether Our own or provided by third parties (collectively, "**AI Tools**"), in performing, supporting, automating, or delivering the Services. By signing this Agreement, You consent to Our use of AI Tools in connection with the Services. You further acknowledge and agree that: (a) any output, analysis, recommendation, code, content, or other result generated by or with the assistance of AI Tools ("**AI Output**") is provided on an "AS IS" and "AS AVAILABLE" basis, and We make no representation or warranty of any kind, whether express, implied, statutory or otherwise, regarding the accuracy, completeness, reliability, timeliness, non-infringement, or fitness for a particular purpose of any AI Output; (b) given the nature of AI Tools, AI Output may be incorrect, incomplete, biased, outdated, or otherwise unsuitable, and may not reflect Our views; (c) You are solely responsible for reviewing, verifying, and validating (including through appropriate human review) any AI Output before relying on, using, or distributing it, and for any decision, action, or omission made in reliance on any AI Output; (d) to the fullest extent permitted by law, We shall not be liable for any Losses, damages, claims, or expenses of any nature arising out of or relating to any AI Tools or AI Output, including any error, omission, inaccuracy, or failure thereof, and any such liability shall in all events be subject to the Limitation of Liability and Aggregate Limit of Liability set forth in this Article; and (e) any AI Tools provided by third parties are Third Party Vendors, and any AI Output derived therefrom constitutes software or services provided by Third Party Vendors, in each case subject to the provisions of Article 4 governing Third Party Vendors. You agree to release, indemnify, defend, and hold Us harmless from and against any and all claims, losses, damages, liabilities, and expenses arising out of or relating

to Your use of, or reliance on, any AI Output, on the same terms set forth in the Release and Indemnification provisions of this Agreement. Nothing in this Agreement obligates Us to use AI Tools in providing the Services.

Cyber Security Testing. You understand the serious implications to Your business of malicious emails and/or websites designed to obtain sensitive data ("phishing"). As part of managing this risk, You allow and authorize Us to create simulated phishing emails and/or webpages to be sent to Your business environment, without advance notice to You, in order to determine Your security weaknesses. These simulated attacks help clients understand the different forms a phishing attack can take, identifying features, and to avoid clicking malicious links or leaking sensitive data in malicious forms, in addition to assisting Us in improving Your cybersecurity.

Cybersecurity Breach Waiver of Liability. YOU HEREBY WAIVE, HOLD US HARMLESS AND RELEASE US FROM ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, LIABILITY, LOSS, COSTS, EXPENSES AND DAMAGES, INCLUDING INDIRECT OR INCIDENTAL DAMAGES, AND INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATING TO ANY CYBERSECURITY BREACH OR INCIDENT, INCLUDING BUT NOT LIMITED TO ANY DATA BREACH (INCLUDING BUT NOT LIMITED TO INCIDENTS INVOLVING THEFT OF INFORMATION), PRIVACY VIOLATIONS, DAMAGE TO OR DESTRUCTION OF ELECTRONIC INFORMATION, VIRUS OR RANSOMWARE ATTACK, ALTERATION OF ELECTRONIC INFORMATION, INTENTIONAL AND/OR UNINTENTIONAL RELEASE OF PRIVATE INFORMATION, CYBER ATTACKS ON DATA HELD BY YOU OR ANY VENDORS OR OTHER THIRD PARTIES, CYBER ATTACKS INCLUDING BREACHES OF YOUR NETWORK (THAT OCCUR ANYWHERE IN THE WORLD), LOST INCOME DUE TO NETWORK AND BUSINESS INTERRUPTION, CYBER EXTORTION AND FRAUD, AND ANY FINES, FEES AND PENALTIES RELATED TO ANY SUCH INCIDENT, WHETHER SUCH INCIDENT OCCURRED BEFORE, DURING OR AFTER WE PROVIDE THE SERVICES UNDER THIS AGREEMENT, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US, OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, LIABILITY, LOSS, COSTS AND DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATING TO ANY THIRD PARTY CLAIM ARISING FROM ANY DATA BREACH.

YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A DATA BREACH, VIRUS OR RANSOMWARE ATTACK OR OTHER CYBERSECURITY INCIDENT, WHILE WE WILL MAKE REASONABLE EFFORTS TO ASSIST YOU WITH CONTAINMENT AND REMEDIATION IF INCIDENT RESPONSE AND BREACH REMEDIATION ARE SPECIFICALLY LISTED AS PART OF OUR SERVICE TO YOU, ANY DAMAGES WHICH MAY RESULT FROM SUCH ATTACK, INCLUDING BUT NOT LIMITED TO DOWN-TIME, LOSS OF DATA, THIRD-PARTY LOSSES AND CLAIMS, FINES, PAYMENT OF THE RANSOM, AND ANY OTHER LIABILITIES, LOSSES, COSTS, EXPENSES, FEES, FINES AND DAMAGES DUE TO SUCH BREACH SHALL BE EXCLUSIVELY YOUR RESPONSIBILITY. FURTHERMORE, IF WE NEED TO BRING IN A THIRD-PARTY INCIDENT RESPONSE VENDOR, ANY COSTS RELATED TO THAT ENGAGEMENT SHALL BE OUTSIDE OF THE SCOPE OF THE SOW AND SHALL BE YOUR RESPONSIBILITY.

E-Mail Backup, Storage and Data Retention. Unless You are receiving email backup and archiving services under the Managed Service Plan section of the SOW, Our Email Services do not include any archive or backup services. If these services are not included within the Services rendered to You, then it is Your sole and exclusive responsibility to maintain independent backups of Your email messages at all times. You acknowledge and agree that We shall have no liability to You or any third party for any loss, damage, or destruction of Your email messages, contacts, distribution lists, or other data or content stored in connection with any email accounts or services. Upon request, We can assist You in setting up a backup service with a third party of Your choice. You understand that if You request any email account to be deleted, that any data from that account will not be recoverable. It is Your responsibility to request Us to backup any data before deleting the account. Our Standard rates will be charged for any time spent setting up backup services and creating a copy of a mailbox. At any time, You may request in writing for Us to provide a list of all email accounts charged to the You for review.

WE WILL NOT BE LIABLE FOR ANY (a) SUSPENSION OR LOSS OF THE EMAIL SERVICE, (b) USE OF THE EMAIL SERVICE, (c) INTERRUPTION OF THE EMAIL SERVICE OR INTERRUPTION OF YOUR BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE EMAIL SERVICE; (e) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (f) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (g) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT OR PASSWORD; OR (h) APPLICATION OF ANY DISPUTE POLICY. WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ("**EMAIL LOSSES**"). IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY FOR ANY EMAIL LOSSES EXCEED $1,000. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Declined Services. We may, from time to time, recommend additional products, services and/or managed IT/security solutions designed to improve Your overall IT Network and security platform or address specific developments in the field of information technology or cybersecurity. We may also recommend additional products and services in response to a change in Your business, users or operations that in Our opinion necessitates or is reasonably served by an upgrade or modification of the products and services being provided.

While We strive to evolve Our technology platform and services to accommodate new developments at minimal inconvenience to Our clients, adding new products and services does entail additional charges and fees, including but not limited to setup fees, equipment charges, new/additional licensing and software subscription fees, ongoing management fees, and more.

All recommendations made by Us are made with Your best interest in mind, in terms of network efficiency, integration, fast and effective troubleshooting, and reducing information technology / cybersecurity risks.

While You are always free to elect not to follow Our recommendations, if You refuse a recommended product or service on account of cost, or for any other reason, You agree that by doing so, You fully accept all risks associated with not following Our recommendations. You further agree to release, indemnify and hold Us harmless from and against any and all liabilities, claims, causes of action, lawsuits and/or demands of whatever kind or nature, either in law or equity, including all direct, indirect, incidental, special or consequential damages (including without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use client or any third party incurs), as well as any and all other claims, whether in an action in contract, warranty, tort (including without limitation, negligence), or strict liability, which arise out of or are in any way related, directly or indirectly, to any hardware or software which We advised you to change or upgrade, or any other decision by You to not follow Our recommendations with regard to improving Your IT Network. If a cybersecurity/data breach, data loss or other damage occurs involving any hardware, software or equipment which We recommended to be upgraded or replaced, You accept full responsibility for remediating any such loss, breach or damage, and further accept and agree that all labor to repair any damage or otherwise handle any issues associated with such loss, breach or damage will not be covered under any Managed Service Plan and will be charged to You at Our Hourly Rates set forth in **Appendix II**.

You agree to not hold Us responsible or legally liable for the Your decision to not follow Our recommendations and/or any future consequences relating to or arising out of that decision.

Vulnerability During Implementation. Both Parties understand that the Services are not fully operational, and protection of Your IT Network is incomplete, until Onboarding and Implementation is finished and all hardware and software solutions are fully implemented and deployed. You understand that the IT Network will be vulnerable to cybersecurity risks during both the initial Onboarding and Implementation phase, as well as during subsequent phases of procurement, installation and

deployment of new hardware, software or other security measures being added to Your Services during the Commitment Term ("**Implementation Period**"). By engaging Our Services, You agree that we are not liable for any claims, suits, causes of action, liabilities, losses, costs, expenses and damages, including indirect or incidental damages and attorney fees, arising out of or relating to any cybersecurity breach or other incident occurring during any Implementation Period. Such cybersecurity breach or incident may include, but is not limited to any data breach (including but not limited to incidents involving theft of information), privacy violations, damage to or destruction of electronic information, virus or ransomware attack, alteration of electronic information, intentional and/or unintentional release of private information, cyber attacks on data held by you or any vendors or other third parties, cyber attacks including breaches of your network (that occur anywhere in the world), lost income due to network and business interruption, cyber extortion and fraud, and any fines, fees and penalties related to any such incidents.

Release and Indemnification. Subject to the limitations set forth in this Agreement, including the Limited Warranty and Limitation of Liability articles above, each Party ("**Indemnifying Party**") agrees to release, indemnify, defend and hold harmless the other Party, its directors, officers, employees, and agents, successors and assigns ("**Indemnified Party**"), from and against all claims, losses, expenses, fees, damages and liabilities, including reasonable attorney fees and disbursements, costs, and judgments, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that We are not obligated to indemnify You, and You shall defend and indemnify Us hereunder, for any claims by any third party, including any clients and/or customers of You, arising from services provided by You that use, incorporate or otherwise involve any of the Services being provided by Us hereunder, including but not limited to (a) the violation of any applicable law by the You or Your clients and/or customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of Your clients and/or customers; (c) termination or suspension of Services of You or Your clients and/or customers due to a Client Default; or (d) claims by any third party, including without limitation Your clients and/or customers, arising out of or related to the use or misuse of any Service. You further agree to release, indemnify, defend and hold Us harmless from and against all claims, losses, expenses, fees, damages and liabilities, including reasonable attorney fees and disbursements, costs, and judgments, arising out of or relating to Your IT Network, commenced or alleged to be sustained by any party, after the completion of Offboarding. In all claims for Indemnity under this paragraph, the Indemnifying Party's obligation shall be calculated on a comparative basis of fault and responsibility. Neither party shall be obligated to indemnify the other in any manner whatsoever for claims, losses, expenses, or damages resulting from the other party's own negligence.

Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 11 – INSURANCE

Insurance. We agree to maintain the following insurance coverages, for so long as We are providing Services to You pursuant to this Agreement:

- **Cyber liability coverage**, with minimum limits of Two Million Dollars $2,000,000 each and every claim and Two Million Dollars ($2,000,000) in the aggregate, providing reasonable coverages for losses resulting from security breaches and other claims for damage to property or personal injury for which We are liable;
- **Professional liability insurance**, with minimum limits of Two Million Dollars $2,000,000 each and every claim and Two Million Dollars ($2,000,000) in the aggregate, providing reasonable coverages for network

security/data protection liability, including liabilities for financial losses resulting or arising from acts, errors or omissions in Our rendering of any professional services described in this Agreement.
- **Worker's compensation and disability insurance** in compliance with statutory requirements.

We will make available copies of all such policies for review upon Your written request.

Client Insurance Requirement. As a condition of entering into this Agreement, you also agree to procure and maintain first-party cyber insurance, from a reputable insurance broker, in commercially reasonable amounts, providing coverage for claims involving data breaches (including but not limited to incidents involving theft of information), privacy violations, damage to or destruction of electronic information, alteration of electronic information, intentional and/or unintentional release of private information, cyber attacks on your data held by vendors and other third parties, cyber attacks including breaches of your network (that occur anywhere in the world), lost income due to network and business interruption, cyber extortion and fraud, and any fines, fees and penalties related to the cyber incident.

You agree that neither You nor Your insurers and/or any other person or entity acting or claiming by, through, under or on Your behalf, shall have any claim, right of action, or right of subrogation against Us for or based upon any loss, claim or damage. You acknowledge that this is a waiver of Your and Your insurers' right of subrogation against Us, and agree that all insurance policies required to be maintained by You under this Agreement shall include a clause stating that the insurer waives all rights of recovery, under subrogation or otherwise, against Us. To the fullest extent permitted by law and notwithstanding any provisions of this Agreement to the contrary, You hereby waive any rights of recovery against Us for injury or loss to the extent covered by any insurance carried by You or which would have been covered had You carried the insurance required to be carried by You under this Agreement. All deductibles in such insurance shall be treated as "insurance" for purposes of the foregoing waiver. This waiver shall apply to, and be for the benefit of, Us.

You agree to provide Us with satisfactory proof of insurance upon request, and to immediately notify Us in writing of any lapse, cancellation, or modification of the insurance coverage required herein. Failure to maintain insurance, provide Us with required notifications, and failure to obtain new cyber insurance in accordance with the requirements of this section within thirty (30) days of a lapse or cancellation shall constitute a Client Default and a material violation of this Agreement.

ARTICLE 12 – CONFIDENTIALITY AND DATA PROTECTION

Confidentiality. Each Party acknowledges that, in connection with this Agreement, it may be furnished with, or given access to, certain confidential and/or proprietary information of the other Party, and that, subject to the provisions of his section, such information shall not be disclosed by the Party receiving the information to any third party, and shall not be used by either Party for purposes other than those contemplated by this Agreement.

Information Subject to Confidentiality. Confidential Information may include, but is not limited to, the following:

- Any materials regardless of form furnished by either Party to the other for use;
- Any information furnished by any Party that is stamped "confidential," "proprietary," or with a similar legend, or any information that any Party makes similar reasonable efforts to maintain secret;
- Any business or marketing plans, strategies, customer lists, operating procedures, design formulas, know-how, processes, programs, software, inventories, discoveries, improvements of any kind, sales projections, strategies, pricing information; and other confidential trade secrets, data and knowledge of either Party;
- Any information belonging to employees, agents, members, shareholders, owners, customers, suppliers, vendors, contractors, business partners and affiliates of either Party;
- Any non-public inventions the rights to which have not been assigned to the Party receiving the information;
- Any non-public and proprietary technical information belonging to either Party, the rights to which have not been assigned to the party receiving the information;
- Our Standard Technology Suite;

- And other proprietary information owned by either Party which are valuable, special and/or unique assets of that Party.

Any templates, schematics, processes or any technical documentation provided by Us shall be deemed Our Confidential Information and proprietary information without any marking or further designation. You may use such information solely for Your own internal business purposes.

We shall maintain the confidentiality of information in Our possession regarding individual protected health information in accordance with applicable law, and shall not release such information to any other person or entity, except as required by law.

Non-Disclosure. Neither Party will disclose or use, either during or after the term of this Agreement, in any manner, directly or indirectly, any Confidential Information of the other Party, for their own benefit or the benefit of any third party. Neither Party will use, share, divulge, disclose or communicate in any manner whatsoever any Confidential Information to any third party without the prior written consent of the other Party, except to the extent specifically permitted under this Agreement.

Both Parties will protect all Confidential Information of the other, and will treat it as strictly confidential, unless and until: a) said information becomes known to third parties not under any obligation of confidentiality to the party whose confidential information is at issue ("**Disclosing Party**"), or becomes publicly known through no fault of the other party (the "**Receiving Party**"); or b) said information was already in the Receiving Party's possession prior to its disclosure, except in cases where the information has been covered by a preexisting Confidentiality Agreement; or c) said information is subsequently disclosed by a third party not under any obligation of confidentiality to the Disclosing Party; or d) said information is approved for disclosure by prior written consent of the Disclosing Party; or e) said information is required to be disclosed by court order or governmental law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure; or f) said information is proven independently developed by the Receiving Party without recourse or access to the information; or g) disclosure is required in order for a party to comply with its obligations under this Agreement, provided that prior to disclosure, the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.

A violation of this Section shall be a material violation of this Agreement.

Employees and Agents. The Parties further agree to disclose the Confidential Information to their officers, directors, employees, contractors and agents (collectively, the "**Agents**") solely on a need-to-know basis and represent that such Agents have signed appropriate non-disclosure agreements and/or that the Party receiving Confidential Information has taken appropriate measures imposing on such Agents a duty to (1) hold any Confidential Information received by such Agents in the strictest confidence, (2) not to disclose such Confidential Information to any third party, and (3) not to use such Confidential Information for the benefit of anyone other than the party to whom it belongs, without the prior express written authorization of the party disclosing same.

Unauthorized Disclosure of Confidential Information. If either party to this Agreement discloses or threatens to disclose the other party's Confidential Information to another party or to the Disclosing Party's detriment or damage, in violation of this Agreement, the party whose information is at issue will suffer irreparable damage and shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction to restrain the other party from such unauthorized use or disclosure, in whole or in part, of such Confidential Information, without the need to post a bond, and/or from providing services to any party to whom such information has been disclosed or may be disclosed.

The infringing party further agrees to reimburse the Disclosing Party for any loss or expense incurred as a result of the infringement, including but not limited to court costs and reasonable attorney fees incurred by the Disclosing Party in enforcing the provisions of this Agreement, in addition to any other damages which may be proven. The parties shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

Data Protection. We may have access to Your computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Us or Our employees, agents or contractors, which pertains to Your business or financial affairs or to Your projects, transactions, clients, customers, partners, vendors or any other person or entity, We will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement and any valid Service Schedule or SOW. We will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("**PII**") and data privacy with respect to any such data that We receive or have access to under this Agreement or in connection with the performance of any Services for You. We will otherwise protect PII and will not use, disclose, or transfer such PII except as necessary to perform under this Agreement or as specifically authorized by the data subject or in accordance with applicable law. To the extent that We receive PII related to the performance of this Agreement, We will protect the privacy and legal rights of Your personnel, clients, customers and contractors.

ARTICLE 13 – NON-SOLICITATION

Non-Solicitation of Personnel. You agree that, as long as this Agreement is in effect, and for twelve (12) months following termination of same, You may not, directly or indirectly, individually or on behalf of any person or entity, solicit or contact any employee, contractor, vendor, supplier, affiliate or business partner of Ours ("**Business Personnel**") with a view to inducing or encouraging such Business Personnel to discontinue, curtail or not engage in any business relationship with Us. You further agree that You will not request, advise, induce, aid, endeavor or influence any of Our established Business Personnel to withdraw, curtail or terminate its business with Us. If you violate this provision, you agree to pay us liquidated damages in the amount of $200,000.00 per Business Personnel. You agree that this liquidated damages amount is reasonably calculated to reflect the anticipated damages that would be caused by your breach of this provision, and that it is not punitive. This liquidated damages amount shall be in conjunction with and addition to, and shall not detract from, any other damages awarded to us based on your breach of this provision or any other term or condition of this Agreement, including any appendix hereto.

Permitted Hirings and Business. (a) **Voluntary Contacts**. Either Party ("**Employing Party**") may employ or accept the business of the other Party's officers, directors, employees, customers, consultants, or patrons who contact the Employing Party on their own initiative without any direct or indirect solicitation or encouragement by the Employing Party. (b) **Former Employees**. The Parties may employ any former officer, director, or employee of the other Party whose employment with the other Party has terminated without any inducement from or involvement of the Employing Party. (c) **Former Customers**. Either Party may do business with any former customer, consultant, or patron of the other Party who no longer does business with the other Party, where the termination of that business relationship occurred without any inducement from or involvement of the Employing Party.

Injunctive Relief. You hereby acknowledge that 1) if You violate any of Your duties under this Agreement, We may suffer irreparable damage; and 2) that monetary damages will be inadequate to compensate Us for such damage resulting from the breach. Therefore, in the event of a breach, We shall be entitled to seek injunctive relief and/or preliminary injunction against You, without the need to post a bond, in addition to any other remedies at law or equity, to enforce such provisions.

ARTICLE 14 – DEFAULT

Default by You. You are in default of this MSA if You (a) commit a Payment Default; (b) fail to cure any non-monetary breach of any terms of this Agreement or applicable SOW within fifteen (15) days of receiving notice of the breach from Us; or (c) file or initiate proceedings or have proceedings filed or initiated against You seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "**Client Default**").

In the event of a Client Default, We may suspend Services to You until You remedy the Client Default, or We may terminate this Agreement and/or any or all of the Services being provided hereunder with immediate effect and without penalty or

obligation to issue any refund. We may at Our sole option, but without any obligation, cure a non-monetary breach at Your expense at any point and invoice You for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to Us at law or in equity.

Default by Us. We are in default of this Agreement if We fail to cure any non-monetary breach of any material term of this Agreement within thirty (30) days of receiving written notice of the breach from You ("**Consultant Default**"); provided, however, that You expressly acknowledge that malfunctioning of hardware, software and equipment, other service-related failure or degradation in performance, and issues caused by events and circumstances beyond Our control are not subject to a claim of a Consultant Default. Your sole and exclusive remedy for any failure of Service is limited to the remedies set forth in this Agreement. In the event of a Consultant Default, You may terminate the Services and this Agreement upon seven (7) days' written notice to Us. Any termination shall not relieve You of Your obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 15 – OFFBOARDING

Offboarding Assistance. If either Party terminates this Agreement, We will make our team available to provide You with assistance ("**Offboarding Assistance**") in the orderly termination or transfer of the services to another designated provider ("**Offboarding**"). If You are on a Managed Service Plan, We will render up to ten (10) hours of Offboarding Assistance free of charge. If You are not on a Managed Service Plan, Offboarding Assistance is available at Our Hourly Rates set forth in **Appendix II**. The availability of Offboarding Assistance is conditioned upon all of the following requirements being met no less than fourteen (14) calendar days prior to the expiration of the applicable Termination Notice Period, or if this Agreement is being terminated with immediate effect, no later than forty-five (45) days following the date of the notice of termination ("**Offboarding Assistance Request Deadline**"):

a) You complete and return to Us the Offboarding Assistance Request Form provided to You in the Client Handbook**,** or any other similar form We may request You to complete that lists Your duties, acknowledgements and releases, cutoff dates, and the specific services that are being terminated;
b) If You are not on a Managed Service Plan, You submit payment in advance for the first ten (10) hours of Offboarding Assistance at our regular Hourly Rates;
c) If You request transfer of services to a new IT service provider, then the new provider is designated and their contact information is supplied to Us on the Request to Cancel Services Form;
d) You return or pay for all Supplied Equipment being used on Your premises, unless ownership of same has been transferred to You pursuant to the terms of this Agreement;
e) You remit payment for all amounts payable to Us under this Agreement or any SOW, including any current invoices, past-due payments owed for Services rendered, and any Termination Payment required to be made under this Agreement.

Failure to comply with all of the foregoing requirements within the applicable time frame stated above may result in a) Offboarding Assistance being unavailable, and b) the final and permanent deletion, termination, and cancellation of any or all of Your Services, accounts, licenses, subscriptions and all data, content, credentials and other information associated with same after seven (7) days following the effective date of the termination of this Agreement or the missed Offboarding Assistance Request Deadline, whichever occurs later.

Offboarding Assistance Request Form. By using our Services and signing any SOW (Appendix I), You certify that You will read and comply with all terms, deadlines, and responsibilities outlined above and in the Offboarding Assistance Request Form provided in the Client Handbook. In order to take advantage of Our Offboarding Assistance services, and to ensure that important licenses, accounts and information are not irrevocably lost before We terminate any Service, You must complete and return, via e-mail to accounts@jpthegeek.com, the Offboarding Assistance Request Form or any other similar form or any other similar form We may request You to complete that lists Your duties, acknowledgements and releases, cutoff dates, and the specific services that are being terminated, by the Offboarding Assistance Request Deadline.

Offboarding Timeframe. Offboarding Assistance will only be available until the end of the applicable Termination Notice Period; or, if this Agreement is being terminated with immediate effect, for no more than forty-five (45) calendar days following the date of the notice of termination ("**Offboarding Completion Deadline**"). You acknowledge and agree that We will not render Offboarding Assistance outside of these time frames, unless Our invoice for any such assistance is paid for in advance of any such services being rendered.

Cooperation and Designation of New Service Provider. Due to the limited time available for offboarding, You agree to fully cooperate with Us in every step of downloading, backing up and/or transferring Your accounts and data. This includes but is not limited to a) completing and returning to Us the Offboarding Assistance Request Form or other updated service cancellation We may provide; b) providing immediate responses to Our requests for information and access; c) following Our instructions in a timely manner; and d) designating a new managed service provider whose contact is shared with Us via the Service Cancellation Form.

Failure to Cooperate. Failure to provide us with a properly executed Offboarding Assistance Request Form, failure to cooperate with Us and timely providing Us with requested access/information, delays in designating a new managed service provider, and/or failure of Your new managed service provider to diligently cooperate or communicate with Us during the offboarding process so that all tasks may be completed during Regular Business Hours prior to the Offboarding Completion Deadline, may result in a) Offboarding Assistance being unavailable, b) additional charges billed at Our After-Hours and Emergency Rates in effect at the time of termination; and c) the final and permanent deletion, termination, and cancellation of any or all of Your services, subscriptions, licenses, accounts and all data, content, credentials and other information associated with same.

Completion. Offboarding is considered complete when You have complied with all of Your payment and cooperation obligations under this Agreement, and We have a) transferred all accounts, subscriptions and licenses to You or Your designated IT service provider; b) provided You with all passwords, credentials and login information; c) provided You with a copy of all data on the virtual server or transferred ownership of the server account(s) and any associated purchased hardware to You. You understand that data backups to our cloud service provider CANNOT be moved or migrated and that new backups must be implemented. You understand that upon completion of Offboarding, We will no longer have any control over the management and security of Your IT Network; and therefore You agree to release, indemnify, defend and hold Us harmless from and against all claims, losses, expenses, fees, damages and liabilities, including reasonable attorney fees and disbursements, costs, and judgments, sustained in any action arising out of or relating to Your IT Network, commenced by any party after the completion of Offboarding.

ARTICLE 16 – EMERGENCY BREAK-GLASS ACCESS

Purpose and Conditional Grant. As a business-continuity safeguard, We may, in Our sole discretion, elect to issue to the owner or other designated principal of You a sealed emergency administrative credential (the "**Break-Glass Account**"). This Article applies only if and when We actually issue a Break-Glass Account to You, and nothing in this Agreement obligates Us to create, issue, or maintain one. The Break-Glass Account exists for one purpose only: to allow You to regain administrative access to Your own IT Network in the narrow circumstance where We have become unable to deliver the Services due to a Qualifying Emergency. It is not a general-use, backup, redundancy, convenience, or audit credential, and is not to be accessed or used in the ordinary course under any circumstances.

Qualifying Emergency. Use of the Break-Glass Account is authorized only upon the occurrence of one or more of the following (each, a "**Qualifying Emergency**"): (a) We have permanently ceased business operations, dissolved, or wound down and are no longer delivering the Services; (b) We have become subject to bankruptcy, receivership, or an assignment for the benefit of creditors and are no longer delivering the Services; (c) We have suffered a catastrophic event (including, without limitation, ransomware, a prolonged outage, a natural disaster, or loss of personnel) that renders Us unable to deliver the Services, and We have failed to restore the Services or to respond to You through any standard support channel for a continuous period of seventy-two (72) hours following Your written notice; or (d) You are experiencing an active emergency

materially affecting Your IT Network and are unable to reach Us through any standard support channel for a continuous period of seventy-two (72) hours, where the delay would cause material harm to Your business.

Notice Requirement. Except where We have ceased to exist or are otherwise incapable of receiving notice, You shall provide Us written notice, sent to accounts@jpthegeek.com and Your account manager, of Your intent to invoke the Break-Glass Account before use or, where that is not practicable, as soon as reasonably practicable thereafter and in no event later than twenty-four (24) hours after use. The notice shall identify the Qualifying Emergency relied upon.

Sealed Custody; No Routine Access. You shall hold the Break-Glass Account credentials in sealed, secured custody (for example, a sealed envelope, an offline credential store, or a designated break-glass vault), and shall not retrieve, unseal, load into any active system, share, test, or otherwise make the credentials available for routine access. You shall limit knowledge of and access to the credentials to Your owner and other named principals only.

Prohibited Use; Immediate Material Breach. Any access to, authentication with, or use of the Break-Glass Account at any time while We are delivering the Services in the normal course — that is, in the absence of a Qualifying Emergency — is strictly prohibited and constitutes an immediate and material breach of this Agreement and a Client Default, not subject to any cure period. All sign-in and authentication events arising out of the same course of conduct or the same underlying circumstances shall together constitute a single breach for purposes of the liquidated damages set forth in this Article.

Monitoring and Audit Rights. You acknowledge and agree that We may log, monitor, audit, alert upon, and retain records of all authentication and usage events associated with the Break-Glass Account, and that We may rely upon such records as conclusive evidence of use. You waive any objection to such monitoring as it pertains to the Break-Glass Account, and You agree that such monitoring does not constitute a breach of any confidentiality or data-protection provision of this Agreement.

Consequences of Prohibited Use. Upon any prohibited use described in this Article: (a) a Client Default shall be deemed to have occurred with immediate effect, without any obligation on Us to provide notice or any opportunity to cure; (b) You shall pay Us, as liquidated damages and not as a penalty, an amount equal to the sum of (i) Our reasonable and documented costs of investigating the unauthorized access and of re-securing, re-credentialing, auditing, and restoring the integrity of Your IT Network following such access, plus (ii) $10,000.00 as agreed compensation for the operational disruption, administrative burden, and loss of the protected administrative control that the Break-Glass Account is designed to preserve (together, the "Break-Glass Liquidated Damages"), which amount shall be due and payable no later than thirty (30) days following Our written notice setting forth the amount claimed; (c) the Parties acknowledge and agree that: (i) the harm resulting from unauthorized use of the Break-Glass Account is real but uncertain and difficult to ascertain at the time of contracting; (ii) the Break-Glass Liquidated Damages are a reasonable pre-estimate of, and bear a reasonable relationship to, that anticipated harm, and are not disproportionate to it; and (iii) the Break-Glass Liquidated Damages are intended solely to compensate Us and are not intended as a penalty or to secure Your performance; (d) any amount not paid when due shall accrue a late fee at the rate set forth in the Late Payments provision of Article 8; and (e) We may suspend and/or terminate any or all of the Services with immediate effect, with no obligation to provide further Services, Offboarding Assistance, or data beyond what applicable law requires, and You shall remain responsible for Our costs of collection and reasonable attorney fees as provided in this Agreement. The Parties further acknowledge and agree that the Break-Glass Liquidated Damages are Our sole and exclusive monetary remedy for the harm arising from the unauthorized access itself, and in the alternative, We may elect by written notice to pursue Our actual damages in lieu of the Break-Glass Liquidated Damages, but We may not recover both. Notwithstanding the foregoing, nothing in this paragraph limits Our right to (A) recover any amounts otherwise due under this Agreement, including Charges for Services rendered and any Termination Payment arising from a separate termination of this Agreement; (B) suspend or terminate the Services as provided in this Agreement; or (C) seek injunctive or other equitable relief.

Your Responsibility for Use. You assume full and sole responsibility for all actions taken, and all consequences arising, from any use of the Break-Glass Account, whether authorized or prohibited, including any system change, misconfiguration, data loss, security incident, or third-party claim. We shall have no liability for any outcome resulting from Your use of the

Break-Glass Account, and You agree to release, indemnify, defend, and hold Us harmless from and against any resulting claims on the same terms set forth in the Indemnity and Limitation of Liability provisions of this Agreement.

Credential Rotation and Revocation. We may rotate, revoke, suspend, and reissue the Break-Glass Account credentials at any time, including immediately following any use or any suspected compromise. Following any use, You shall cooperate with Us in good faith to re-secure Your IT Network and to seal a replacement credential.

Co-Managed Engagements Excluded. This Article applies only to engagements in which We maintain exclusive administrative control of Your IT Network. It does not apply to co-managed engagements, or to any other arrangement in which You or Your personnel retain independent administrative access to the IT Network. In any such engagement, no Break-Glass Account will be issued, and the prohibitions and consequences set forth in this Article shall not apply.
Survival. This Article, and Your obligations under it, shall survive the expiration or termination of this Agreement.

ARTICLE 17 – MISCELLANEOUS

Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed delivered when sent by e-mail or registered mail, addressed to the address of the Party to be noticed as set forth on the signature page of this Agreement, or to such other address or e-mail address as such party last provided to the other by written notice conforming to the requirements of this paragraph.

Entire Agreement. This Agreement, together with all appendices, attachments, schedules, exhibits and other documents that are incorporated by reference herein, including the Client Handbook and IT Policy Manual, constitute the entire agreement between the Parties, represent the final expression of the Parties' intent and agreement relating to the subject matter hereof, contain all the terms and conditions that the Parties agreed to relating to the subject matter, and replaces and supersedes all prior discussions, understandings, agreements, negotiations, e-mail exchanges, and any and all prior written agreements between the Parties. Any subsequent changes to the terms of this Agreement may be amended or waived only with the written consent of both Parties, and shall be effective upon being signed by both Parties.

Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, void, unenforceable or invalid for any reason under applicable law, the remaining parts of this Agreement shall remain in full force and effect, and shall continue to be valid and enforceable. If a court finds that an unenforceable portion of this Agreement may be made enforceable by limiting such provision, then such provision shall be deemed written, construed and enforced as so limited.

Successors and Assigns. You shall not transfer or assign, voluntarily or by operation of law, your obligations under this Agreement without Our prior written consent. This Agreement may be assigned by Us (i) pursuant to a merger or change of control affecting Us, or (ii) to an assignee of all or substantially all of Our assets. Any purported assignment in violation of this section shall be void.

Survival. All provisions that logically ought to survive termination of this Agreement, including but not limited to applicable Warranties, Limitation of Liability, Indemnity, Choice of Law, Forum Selection, and Confidentiality provisions, shall survive the expiration or termination of this Agreement.

No Waiver. The failure of any Party to insist upon strict compliance with any of the terms, covenants, duties, agreements or conditions set forth in this Agreement, or to exercise any right or remedy arising from a breach thereof, shall not be deemed to constitute waiver of any such terms, covenants, duties, agreements or conditions, or any breach thereof.

Force Majeure. Either Party who fails to timely perform their obligations under this Agreement ("**Nonperforming Party**") shall be excused from any delay or failure of performance required hereunder if caused by reason of a Force Majeure Event as defined herein, as long as the Nonperforming Party complies with its obligations as set forth below.

For purposes of this Agreement, "**Force Majeure Event**" means any event, circumstance, occurrence or contingency, regardless of whether it was foreseeable, which is a) not caused by, and is not within the reasonable control of, the nonperforming Party, and b) prevents the Nonperforming Party from its obligations under this Agreement. Such events may include, but are not limited to: acts of war; insurrections; fire; laws, proclamations, edicts, ordinances or regulations with a material effect on the Nonperforming Party's business and/or ability to comply with its obligations under this Agreement; epidemics, pandemics and disease outbreaks; strikes, lock-outs or other labor disputes; riots; explosions; and hurricanes, earthquakes, floods, and other acts of nature.

The obligations and rights of the Nonperforming Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations under this Agreement shall resume. In the event that the interruption of the Nonperforming Party's obligations continues for a period in excess of thirty (30) days, either Party shall have the right to terminate this agreement upon ten (10) days' prior written notice to the other Party.

Upon occurrence of a Force Majeure Event, the Nonperforming Party shall do all of the following: a) immediately make all reasonable efforts to comply with its obligations under this Agreement; b) promptly notify the other Party of the Force Majeure Event; c) advise the other Party of the effect on its performance; d) advise the other Party of the estimated duration of the delay; e) provide the other Party with reasonable updates; and f) use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Indiana.

Choice of Forum. The Parties hereby agree that all demands, claims, actions, causes of action, suits, proceedings between the parties shall be filed, initiated, and conducted in the State of Indiana. Any litigation must be filed and litigated in a state or federal court located in the State of Indiana. Each Party hereby consents and submits to the exclusive jurisdiction of those courts for purposes of any such proceeding, and waives any claims or defenses of lack of jurisdiction of, or proper venue by, such court.

Attorney Fees. In the event that any arbitration, suit or action is instituted to resolve a dispute pertaining to matters covered under this Agreement, or enforce any provision thereof, the prevailing Party in any such dispute or proceeding shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, all reasonable fees and expenses of attorneys and accountants, court costs, and expenses of any appeals.

Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

Counterparts. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same Agreement. The Parties further agree that e-signatures carry the same weight and effect as traditional paper documents and handwritten signatures; therefore, this Agreement may be electronically signed via any e-signature service compliant with the Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act (UETA) as of the Effective Date of this Agreement. This applies through the acceptance of terms on any SOW.

APPENDIX I

Please see your SOW

APPENDIX II
Standard Rate Card
JPtheGeek reserves the right to adjust these prices at any time without notice.

Time of Service	Rates	Minimum
BUSINESS HOURS		
Monday – Friday 8:00 AM – 5:00 PM	Onsite: $175/Hour Remote / Telephone: $175/Hour	1 Hour Minimum / 30 minutes thereafter. 30 minute increments and/or part thereof.
AFTER HOURS		
Monday – Friday 5:01 PM – 7:59 AM Weekends All Day	Onsite: $350/Hour Remote / Telephone: $500/Hour	2 Hour Minimum / 30 minutes thereafter. 30 minute increments and/or part thereof.
HOLIDAYS		
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Years Day. JPtheGeek reserves the right to close for holiday when an observed holiday falls on a weekend.	Onsite: $500/Hour Remote / Telephone: $500/Hour	2 Hour Minimum / 30 minutes thereafter. 30 minute increments and/or part thereof.