

General Terms and Conditions



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Section 1: Service Agreement Terms

Generally

These General Terms and Conditions (the “Terms and Conditions”) between a “Client”, and *Stonebridge IT*, hereinafter referred to as a “Provider” is effective upon the date signed, shall remain in force until the latest to occur of the completion of the Services (defined below) under all Statements of Work (defined below) and a term of one year (the “Initial Term”), unless sooner terminated pursuant to these Terms and Conditions.

Provider shall provide the services to Client and its network (cloud- based or otherwise), computer system, peripheral or device (virtual or physical) (collectively, the “Network”) as described in more detail in each statement of work (collectively, the “Services”), which describes, summarizes, and/or defines the scope and provision of the Services in accordance with the terms and conditions of these Terms and Conditions (a “Statement of Work” or “SOW”). For purposes of these Terms and Conditions, the Network shall include all locations as outlined in a Statement of Work. In addition, these Terms and Conditions are based on Services provided to those devices described in a Statement of Work. Any additional devices added to the Network without the consent or acknowledgement of Provider will not be honored or supported by Provider under these Terms and Conditions. This list may be updated at any time, with agreement from both the Client and Provider.

By accepting Services and/or an applicable Statement of Work, Client agrees to the terms of these Terms and Conditions. If there is a specific, material difference or a direct conflict between the language in a SOW on the one hand and the language in these Terms and Conditions on the other, then the language of the Statement of Work will control. The termination of Services under one SOW shall not, by itself, cause the termination of (or otherwise impact) these Terms and Conditions or the status or progress of any other Services between the parties.

Should adjustments or modifications be required that affect monthly fees paid for the Services rendered under these Terms and Conditions, these will be negotiated and agreed to by the Client and Provider in advance. Any increases in fees will not exceed 5 % of the value of the existing monthly fees due under these Terms and Conditions.

Termination & Renewal

Upon expiration of the Initial Term, these Terms and Conditions shall automatically renew for additional one (1) year terms unless a party provides written notice of nonrenewal at least ninety (90) days prior to the end of the then-current term (each a “Renewal Term” and together with the Initial Term, the “Term”). If the Term is renewed for one or more Renewal Term, the terms and conditions of these Terms and Conditions during each Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in fees in accordance with these Terms and Conditions. If either party provides timely notice of nonrenewal, then these Terms and Conditions shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section.

Either Party, in its sole discretion, may terminate these Terms and Conditions or any SOW, in whole or in part, at any time without cause, by providing at least thirty (30) days’ prior written notice to Client.

- a. These Terms and Conditions may be immediately terminated by Provider upon written notice to Client if Client:
 - I. Fails to fulfill in any material respect its obligations under these Terms and Conditions.
 - II. Breaches any material term or condition of these Terms and Conditions.

- III. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under these Terms and Conditions.
- IV. Becomes insolvent or admits its inability to pay its debts generally as they become due;
- V. Becomes subject, voluntarily or involuntarily, to any proceeding under any Law relating to domestic or foreign bankruptcy or insolvency;
- VI. Is dissolved or liquidated or takes any corporate action for such purpose;
- VII. Makes a general assignment for the benefit of creditors; or
- VIII. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business

Without limiting the generality of the foregoing, in the event that Client or any of its staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to Client, then in addition to Provider's other rights under these Terms and Conditions, Provider will have the right upon providing Client with ten (10) days prior written notice, to terminate the Services, these Terms and Conditions, and/or any applicable SOW.

- b. Upon termination or expiration of the Term, all hardware and software installed by Provider that was required to conduct network support services are the property of Provider and will be surrendered and returned to Provider. If any such property is missing, broken or damaged (normal wear and tear excepted) or any of Provider-supplied software is missing, Provider will have the right to offset against amounts otherwise owing to Client and/or invoice Client for, and Client hereby agrees to pay immediately, the full replacement value of any and all missing or damaged items. Furthermore, Client shall be responsible for, and shall reimburse Provider for all amounts due and owing, or which are expected to become due and owing following termination or expiration of the Term, to third party in connection with third-party services and Materials provided to Client in connection with the Services, including amounts attributable to licenses and contracts that Provider may be required to remain responsible for following such termination. Upon termination or expiration of the Term, Provider will assist Client in the orderly cessation of Services, including timely transfer of the services to another designated provider, but only to the extent that all fees and amounts due and owing to Provider are paid to Provider in full prior to Provider providing its assistance to Client. Client agrees to pay Provider the actual costs of rendering such assistance. Actual costs could include but are not limited to: training, data transfer, license transfers or equipment de-installation. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. Client also understands and agrees that any software configurations that Provider custom creates or programs for Client are Provider's proprietary information and shall not be disclosed to Client under any circumstances. Unless otherwise expressly stated in a SOW, Provider will have no obligation to store or maintain any Client data in its possession or control beyond five (5) calendar days following the termination of the applicable Services, these Terms and Conditions and/or the applicable SOW. Provider will be held harmless for, and indemnified by Client against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Provider's deletion of Client's data beyond the time frames described in this section.

- c. Client agrees to allow Provider to assign, delegate, and subcontract services to third party competent contractors approved by Provider. Client understands and agrees that that such third parties are not Provider's contractors, subcontractors, or otherwise under its managerial or operational control. Provider will not be responsible, and will be held harmless by Client, for any failure of any third party service as well as the failure of any third party to provide such services to Provider or to Client.

Section 2: Payment Schedule

In consideration of the provision of the Services by the Provider and the rights granted to Client under these Terms and Conditions, Client shall pay the fees set forth in the applicable Statement of Work.

Where the Services are provided on a time and materials basis: (a) the fees payable for the Services shall be calculated in accordance with Provider's daily or hourly fee rates set forth in the applicable Statement of Work; (b) Client shall reimburse Provider, at Provider's actual cost, for any materials, machinery, equipment, and third-party services, including third party providers (collectively, "Materials"), reasonably necessary for the provision of the Services. Except as otherwise provided in these Terms and Conditions, Provider shall obtain Client's written consent prior to the purchase of all Materials, which shall not be unreasonably withheld; and (c) Provider shall issue invoices to Client monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this Section, together with a detailed breakdown of any expenses for such month.

Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work. The total price shall be paid to Provider in installments, as set out in the Statement of Work. On achieving a project milestone and/or at the end of a period specified in the applicable Statement of Work in respect of which an installment is due, Provider may, but is not required to, issue invoices to Client for the fees that are then payable, together with a detailed breakdown of any expenses incurred.

Client agrees to reimburse Provider for all reasonable travel and out-of-pocket expenses incurred by Provider in connection with the performance of the Services.

Generally, all recurring monthly prices anticipate automatic monthly recurring payment by Client. If applicable, recurring payments made by ACH will be deducted from Client's designated bank account on the first business day of the month in which the Services are to be provided, or if applicable, Client's designated credit card will be charged on the first business of the month in which the Services are to be provided. All other non-recurring Services will be due upon receipt of invoice which Provider shall issue to Client in accordance with the terms of this Section, and Client shall pay all invoiced amounts due to Provider within thirty (30) days after Client's receipt of such invoice. All payments hereunder shall be in US dollars and, other than payments by ACH and/or credit card, shall be made by check or wire transfer.

Amounts owing to Provider that remain unpaid for more than fifteen (15) days after due will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable Law. Provider reserves the right (in addition to and not in lieu of its other rights hereunder), but not the obligation, to suspend part or all of the Services without prior notice to Client in the event that any portion of undisputed fees are not timely received by Provider. Monthly or recurring charges (as applicable) shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by Provider within thirty (30) days after the

applicable Service is rendered or the date on which Client pays an invoice, whichever is later; otherwise, Client waives its right to dispute the fee thereafter. A re-connect fee of up to five percent (5%) may be charged to Client if Provider suspend the Services due to Client's nonpayment. Time is of the essence in the performance of all payment obligations by Client. If Provider is required to refer Client's account to Collections or to start any collections-related action to recover undisputed fees, Provider will be entitled to recover all costs and fees Provider incurs in the collections process, including, but not limited to, reasonable attorneys' fees and costs.

It is understood that any and all Services requested by Client that fall outside of the terms of these Terms and Conditions will be considered Projects, and will be quoted and billed as separate, individual Services. An initial setup fee may apply, to begin a proposed Project. Upon completion of the project, billing will begin effective immediately.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under these Terms and Conditions. Client shall pay any such taxes unless a valid exemption certificate is furnished to Provider for the state of use.

Section 3: Responsibilities

These Terms and Conditions and each Statement of Work is written in a spirit of partnership. The Provider will always aim to be helpful and accommodating at all times, and do its absolute best to assist (Client) whenever possible, to rectify every issue in a timely manner.

Service Responsibility of Provider

Provider will provide Services under the following conditions using the agreed upon bill rates, specified in Appendix B.

- a) Provider shall monitor, advise, and provide supplemental services as set forth in an application Statement of Work during business hours, unless otherwise specified in a Statement of Work. If Services are requested by the Client outside of normal business hours, Provider shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in these Terms and Conditions.
- b) Provider shall be obligated to provide Service only at the Service Site(s) defined in these Terms and Conditions or as otherwise set forth in a Statement of Work. If the Client desires to relocate, add or remove locations, the Client shall give appropriate notice to Provider of its intention to relocate sixty (60) days in advance. Provider reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the Client. Such right includes the right to refuse service to Network at the relocation and/or new site.

Client Responsibilities

- a) The Client shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function. Provider's representatives shall have and the Client shall provide full access to the Network in order to perform the necessary monitoring and/or supplemental services, such as maintenance, updates and fault prevention. Without limiting the generality of the foregoing, Client hereby grants to Provider and Provider's designated third party providers the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Network as necessary to enable Provider or third party providers, as applicable, to provide the Services. Depending on the Service, Client acknowledges that Provider may be required to install one or more

software agents into the Network through which such access may be enabled. It is Client's responsibility to secure, at its own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Provider or third party providers to provide Services to the Network and, if applicable, at Client's designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by Client at all times. Provider shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve;

b) It is the responsibility of the Client to promptly notify the Provider of any events/incidents that could impact the Services defined within these Terms and Conditions and/or any supplemental service needs, and for Provider to respond in a timely manner via phone, email, remote access, and/or on-site services. Without limiting the generality of the foregoing, it is imperative for Client to respond promptly to any Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Provider to perform Services in accordance with the requirements of these Terms and Conditions and to provide such Client materials and/or information as Provider may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects (including the maintenance and preservation of all passwords, keys, access codes, activations codes and other similar words, phrases and codes).

c) Client will generally refrain from modifying or moving the Network or installing software in the Network unless Provider is aware of such activity and Client will take all actions reasonably necessary to prevent any third party from making any alterations to any hardware or software subject to the Services. In all situations, Client agrees and understands that Provider will not be responsible for changes to the Environment or issues that arises from those changes that are not authorized by Provider. Client agrees that it will inform Provider of any modification, installation, or service performed on the Network by individuals not employed by Provider in order to assist Provider in providing an efficient and effective Network support response time. Furthermore, Client will obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, the Network, installation of any Provider equipment, the use of Client materials, and the use of the Client equipment in relation to the Provider Equipment, in all cases before the date on which the Services are to start. If Provider asks for proof of authenticity and/or licensing, Client must provide Provider with such proof. If Provider requires certain minimum hardware or software requirements in a SOW or otherwise ("Minimum Requirements"), Client agrees to implement and maintain those Minimum Requirements as an ongoing requirement of Provider providing the Services.

d) The Client will use the provided IT system as intended and ensure that all of its equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant legal or industry standards or requirements, abide by terms of any warranty issued by any OEM and related software subject to the Services, and keep in working order all files, directories, and code associated with any website controlled by Client. Client shall notify Provider promptly of any operational or other errors or problems with regard to any hardware or software subject to the Services and not attempt to repair any such error or other problem and to maintain reasonable and appropriate levels of physical and electronic security and protection from all environmental or physical perils, loss of data and/or any harmful or malicious electronic files. Client agrees that if, in Provider's discretion, a hardware or software issue requires vendor or OEM support, Provider may contact the vendor or OEM (as applicable) on Client behalf and invoice Client for all fees and reasonable costs involved in that process. Client will comply with all copyright and/or other intellectual property rights of third parties, as required by any applicable law

- e) Client shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by Provider 's representatives.
- f) Client will notify Provider regarding any change in Client's Internal IT personnel, if applicable.
- g) Client will designate a managerial level representative to authorize all Support Services. Whenever possible, said representative shall be present whenever Provider's service representative is on-site. This contact information shall be outlined in a Statement of Work, and it is the Client's responsibility to inform the Provider of any changes made to this representation thirty (30) days in advance.
- h) Provider's support services within these Terms and Conditions are predicated upon the Client's support and commitment to providing time/scheduling with its staff and/or users support for periodic network device reboot for such devices as firewalls, routers, and servers that are required to apply/activate critical update patches and configuration changes. If Provider's performance of its obligations under these Terms and Conditions is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, Provider shall not be deemed in breach of its obligations under these Terms and Conditions or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
- i) Except as otherwise a Service to be performed by Provider under a SOW, Client will perform all patches, updates on hardware or software subject to the Services in a timely manner and in accordance with the instructions provided to Client by the manufacturer in connection with such updates ("Updates"). If Updates are provided to Client as part of the Services, Provider will implement and follow the manufacturers' recommendations for the installation of Updates; however, Client agrees and understands that Provider (i) does not warrant or guarantee that any Update will perform properly, (ii) will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) reserves the right, but not the obligations, to refrain from installing an Update until Provider has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware subject to the Services.
- j) Client will comply fully with all reasonable specifications, rules, regulations and policies governing the Services provided to Client by Provider. Such rules, regulations and policies shall be subject to change from time to time in Provider's sole discretion.

Without limiting the generality of the foregoing, Client agrees and understand that it alone, and not Provider, is responsible for Client's own compliance with all Laws, including all confidentiality and security requirements, and any and all such requirements of the HIPAA, Gramm-Leach-Bliley Act, USA Patriot Act (along with all network rules applicable to VISA, MasterCard, Discover, and/or other networks). Unless otherwise expressly stated in a SOW, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any Law, rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.

Client warrants and represents that Client knows of no law governing Client's business that would impede or restrict Provider's provision of the Services, or that would require Provider to register with, or report Provider's provision of the Services (or the results thereof), to any government or regulatory authority. Client agrees to promptly notify Provider if Client becomes subject to any of the foregoing which, in Provider discretion, may require a modification to the scope or pricing of the Services. Similarly, if Client is subject to responsibilities under any applicable Law (including, but not limited to, HIPAA, Gramm-Leach-Bliley Act, and USA Patriot Act), then Client agrees to identify to Provider any data or information subject

to protection under that Law prior to providing such information to Provider or, as applicable, prior to giving Provider access to such information.

Client understands and agrees that data loss or network failures in its Environment may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure, Client must maintain proper security for its computer and information systems, including Updates. Client will adhere to Updates and maintain specific security standards, policies, procedures set forth by the NIST Cybersecurity Framework available at <https://www.nist.gov/cyberframework>. It is understood that within the Services provided it is not the intent for Provider to provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber threats for Client unless otherwise expressly specified in a Scope of Work.

Client understands and agrees that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. Provider does not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined, or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in an SOW, the recovery of Impacted Data is out-of- scope and not included in the Services. Moreover, unless expressly stated in an SOW, Provider will not be responsible for activating multifactor authentication in any application in or connected to the Environment. Client is strongly advised to (a) educate its employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (b) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Except as otherwise expressly set forth in these Terms and Conditions, Provider is held harmless from any costs, expenses, or damages arising from or related to such incidents.

Client acknowledges that from time to time, Provider may provide Client with specific advice and directions related to the Services ("Advice"). For example, Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or refraining from engaging in acts that disrupt the Environment or that make the Environment less secure. Client is strongly advised to follow Advice which, depending on the situation, may require Client to make additional purchases or investments in the Network at its sole cost. Client acknowledges and agrees that Provider is not responsible for any problems or issues (such as downtime or security-related issues) caused by Client's failure to promptly follow Advice. If, in Provider's discretion, Client's failure to follow Advice renders part or all of the Services economically or technically unreasonable to provide, then Provider may terminate the applicable Services for cause by providing notice of termination to Client. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by Client's failure to follow Advice, or Client's unauthorized modification of the Network, as well as any services required to bring the Network up to or maintain the Minimum Requirements, are out-of-scope and not included in the Services without further remuneration to Provider.

Client hereby represents and warrants that Provider is authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Network (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by Client. Unless otherwise stated in writing by Provider, Devices may not receive or benefit from the Services while the Devices are detached from, or unconnected to, the Environment. Client is strongly advised to refrain from connecting Devices to the Network where such devices are not previously known to Provider and are not expressly covered under a

managed service plan from Provider (“Unknown Devices”). Provider will not be responsible for the diagnosis of, any failures due to, or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Network, and Provider will not be obligated to provide the Services to any Unknown Devices.

Portions of the Services may require Client to accept the terms of one or more third party end user license agreements with Third Party Providers (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to Client, then Client hereby grants Provider permission to accept the EULA on Client’s behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in these Terms and Conditions. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, Provider is required to comply with a third-party EULA and the third party EULA is modified or amended, Provider reserves the right to modify or amend any applicable SOW with Client to ensure Provider’s continued compliance with the terms of the third party EULA.

Section 4: Applicable Coverage

Actual Liability Limitations

IN NO EVENT SHALL PROVIDER BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, LOST DATA, COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. PROVIDER OR ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, ECONOMIC OR PROPERTY DAMAGES WHATSOEVER (INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHER PECUNIARY LOSS) ARISING OUT OF THESE TERMS AND CONDITIONS.

Without limiting the generality of the foregoing, under no circumstances will Provider be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures (whether onsite or cloud-based), (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) Provider failure to backup or secure data from portions of the that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in writing by Provider, Provider does not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

IN NO EVENT WILL PROVIDER’S LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (A “CLAIM”), EXCEED THE AMOUNT OF ACTUAL AND DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT (EXCLUDING HARD COSTS FOR LICENSES, HARDWARE, ETC.) TO PROVIDER FOR THE SPECIFIC SERVICE UPON WHICH THE APPLICABLE CLAIM(S) IS/ARE BASED DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM ACCRUED OR \$5,000, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDIES LISTED IN THESE TERMS AND CONDITIONS FAIL OF THEIR ESSENTIAL PURPOSE. PROVIDER’S LIABILITY OBLIGATION SHALL BE FURTHER REDUCED TO THE EXTENT THAT A CLAIM IS CAUSED BY, OR THE RESULT OF, CLIENT WILLFUL OR INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR TO THE EXTENT THAT CLIENT FAILED TO REASONABLY MITIGATE (OR ATTEMPT TO MITIGATE, AS APPLICABLE) THE CLAIMS.

EXCEPT FOR THE EXPRESS WARRANTIES IN THESE TERMS AND CONDITIONS, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THESE TERMS AND CONDITIONS, AND (B) PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Indemnification and Insurance

Client hereby agrees to indemnify and defend at its sole expense: Provider, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon Client's use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, Client agrees to pay any judgment and costs associated with such claim.

At all times during the Term of these Terms and Conditions and for a period of three years thereafter, Client shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage: (a) commercial general liability with limits no less than \$100,000 per occurrence and \$1,000,000 in the aggregate, including cyber liability, bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Provider under these Terms and Conditions; (b) worker's compensation with limits no less than the greater of (i) \$500,000, or (ii) the minimum amount required by applicable Law; and (c) errors and omissions and professional liability with limits no less than \$100,000 per occurrence and \$500,000 in the aggregate.

Service Operations Disclaimer

Client grants Provider authorization to view any data within the regular routine of the repair or system improvement. Client also authorizes Provider to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

Section 5: Confidentiality of Service

Provider and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best efforts to protect against unauthorized use.

In order to fulfill Provider's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by Provider and not released to the Client or other third parties, except as otherwise reasonably necessary to provide the Services.

Upon the mutual agreement of Provider and the Client, including payment of all sums due to Provider, passwords and other administrative codes will be released to the Client or others at the Client's written direction.

Non-Hire/Non-Disclosure /Confidentiality

Client acknowledges that Provider is involved in a highly strategic and competitive business. Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any Client during the course of engagement and

for period of one (1) year thereafter, except as otherwise provided by law. Your signature on this document confirms your organization's agreement to adhere to this professional standard of conduct.

Client agrees that Provider damages resulting from breach by Client of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event Client violates this provision, Client shall immediately pay Provider an amount equal to 60% of employee's total annual compensation, as liquidated damages and Provider shall have the option to terminate these Terms and Conditions without further notice or liability to Client. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Provider would incur to identify, recruit, hire and train suitable replacements for such personnel.

This Confidentiality, Privacy and Compliance portion of these Terms and Conditions is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between Client and Provider. These Terms and Conditions shall under no circumstances be deemed to alter any such contract except as specifically provided below.

Provider acknowledges that in the course of providing services to said Client, Provider may learn from Client certain non-public personal and otherwise confidential information relating to said Client, including its customers, consumers or employees. Provider shall regard any and all information it receives which in any way relates or pertains to said Client, including its customers, consumers or employees as confidential.

Provider shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve Client or as expressly and specifically permitted in writing by said Client or as required by applicable law.

Said Client acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

Said Client also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by Provider or which comes to its attention during the course of business and provided under these Terms and Conditions constitute valuable assets of, and confidential and/or proprietary to Provider.

This provision shall survive termination of these Terms and Conditions and any other agreements between Client & Provider.

Section 6: Jurisdiction, Assignment and Venue of Enforcement

These Terms and Conditions shall be governed by, construed, and enforced in accordance with the laws of the State of California. Jurisdiction and venue shall exclusively lie in the County of Los Angeles. It, along with all Statements of Work, constitute the entire Agreement between Client and Provider for monitoring/maintenance/service of all equipment set forth in the applicable Statement of Work. These Terms and Conditions can be modified by a signed written Addendum by both parties.

Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms and Conditions or the transactions contemplated hereby. Except for undisputed collections actions to recover fees due to Provider ("Collections"), any dispute, claim or controversy arising from or related to these Terms and Conditions, including the determination of the scope or applicability of these Terms and Conditions to arbitrate, shall be settled by

arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA-certified arbitrator available within a twenty (20) mile radius of Provider office, then by any arbitration forum as determined by Provider, pursuant to the selected forum's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in a venue of Provider choice. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

These Terms and Conditions may not be assigned, delegated or otherwise subjugated by Client to another party, without the expressed written permission of Provider, given a minimum of ninety (90) days advanced notice of the requested change. Provider has the expressed sole capability to approve or decline assignment for any reason, as such will be provided to the Client within seven (7) business days of the receipt of the advanced notification.

The relationship between the parties is that of independent contractors. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

If any collection action, litigated or otherwise, is necessary to enforce the terms of these Terms and Conditions, Provider shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

If any provision in these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Section 7: Acceptance of Terms and Conditions

This Service Agreement covers those Services as set forth in a Statement of Work, or as modified with an addendum which may result in an adjustment to the Client's monthly charges and/or fees otherwise chargeable to Client. Should Client wish to acquire additional equipment or services and wants Provider to provide service, prior approval from Provider must be obtained.

The undersigned, for value received and hereafter valuated, hereby unconditionally guarantee(s) to Provider, a California corporation, full payment of all sums due and owing, pursuant to the terms indicated.