JPtheGeek MASTER CLIENT SERVICE AGREEMENT

Effective Date: May 8, 2024

1. SCOPE OF AGREEMENT. This Agreement serves as a master agreement and applies to Client's ("You") purchases from JPtheGeek ("Us") of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "Products"). Services and Products may collectively be referred to as Deliverables.

   No Products or Services will be provided under this Agreement alone, but require the execution of a Statement of Work, Accepted Estimate, or Accepted Proposal (including written authorization through a ticket submission or email).

   Each Statement of Work, Accepted Estimate, or Accepted Proposal, must be executed by both parties and is then incorporated into this Agreement for all purposes. Multiple Statements of Work may be executed under this Agreement.

   JPtheGeek monthly contracts adjust automatically based on the type of quantity the agreement is set up with and prorated charges will be applied to the next month's bill. Our contracts use the high-water mark methodology, meaning as you add to the package, that becomes your minimum requirement.

2. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue until each Statement of Work expires or is terminated. JPtheGeek may immediately and without notice terminate a specific Statement of Work, Estimate, or Proposal, if Client fails to timely pay any applicable fees due for that Statement of Work within JPtheGeek's standard payment terms. Additionally, JPtheGeek may terminate this Agreement or a Statement of Work, Estimate, or Proposal, if Client commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from JPtheGeek.

   Termination before the end of the contract requires payment of 50% of the remainder of the contract. Termination requires a minimum of 60 day written notice and individual plans will be created to allow for a smooth transition. Billing will continue through the 60-day notice of termination to prevent total loss of service during that time. At termination any JPtheGeek owned hardware will be removed, the items must be removed by JPtheGeek employees.

   If termination payment of 50% of the remainder is paid, all hardware purchased under the contract will remain the property of the client, this only applies to the items on the statement of work that state ownership at the end of the contract, otherwise, it remains property of JPtheGeek.

   Early termination amounts are calculated based on the monthly billing amount at the time of termination or the contract amount, whichever is higher. Upon any termination of the right to use a Product, Client will immediately uninstall any and all Product(s) (if the Product is software) and cease to use the terminated Product(s) and return such Product(s) to JPtheGeek.

   If a Statement of Work is terminated, Client will promptly pay JPtheGeek for Services rendered, for Products provided, and expenses incurred through the termination date. JPtheGeek may terminate any license granted for a

Deliverable if Client does not pay JPtheGeek for that Deliverable or if Client materially breaches any part of this Agreement.

3. PAYMENT AND DELIVERY

3.1.   Payment. Client will pay JPtheGeek all fees due within 30 days of an invoice specifying the amounts due ("Fees"). All Fees payable under this Agreement are exclusive of sales, use, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of JPtheGeek).

If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the rate of 1.5 percent (1.5%) per month from the date due until paid in full. Client shall pay all expenses, including actual attorneys' fees, incurred by JPtheGeek in enforcing its rights under this Agreement.

Client's obligation to pay undisputed amounts due for Deliverables and JPtheGeek's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. All Fees will be detailed in an Invoice.

Client is in default of this Agreement if it (a) fails to cure any monetary breach within ten (10) days of receiving notice from JPtheGeek of the breach; (b) fails to cure any non-monetary breach of any terms of the Agreement within thirty (30) days of receiving notice of the breach from JPtheGeek; or (c) files or initiates proceedings or has proceedings filed or initiated against it, 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 even shall be a "Client Default").

In the event of a Client Default, JPtheGeek may suspend Services to Client until Client remedies the Client Default, or JPtheGeek may terminate this Agreement and/or any or all of the Services being provided hereunder. JPtheGeek may at its sole option, but without any obligation, cure a non-monetary breach at Client's expense at any point and invoice Client for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to JPtheGeek at law or in equity.

3.2.   Refund. All payments to JPtheGeek are nonrefundable. This includes any setup fees or monthly fees regardless of usage. All billing disputes must be reported within fifteen (15) days of the time of the dispute occurred. Disputed charges to your credit card issuer, also known as chargebacks, which, in JPtheGeek's sole discretion, are invalid under the terms and conditions of this Agreement, will result in service interruption, and reconnection fees to restore the desired service.

3.3.   Price Increases. Although JPtheGeek will do everything we can to keep our prices the same as agreed upon, there are times where we will need to raise our prices due to vendor price increases. JPtheGeek reserves the right to raise prices of all services for monthly recurring contracts and services by up to 10% per year.

4. PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY. JPtheGeek retains all right, title and interest in any and all intellectual property, informational, industrial property and moral rights in the Product, and copies thereof, invented or composed in the course of or incidence to the performance of this Agreement, as well as any software, materials, or methods created prior to or after conclusion of any work (collectively referred to as the "Intellectual Property"). You acquire no right or interest in any such intellectual property by virtue of this Agreement or the work performed under this Agreement. JPtheGeek neither grants nor otherwise transfers any rights of ownership in the Product to Client.

4.1.   You may only use and disclose Intellectual Property in accordance with the terms of this Agreement and applicable SOW and/or other contract documents. JPtheGeek reserves all rights in and to the Intellectual Property not expressly granted in this Agreement. You may not disassemble or reverse engineer any Intellectual Property or decompile or otherwise attempt to derive any software source code within the Intellectual Property from executable code, except to the extent expressly permitted by applicable law despite this limitation or provide a third-party with the results of any functional evaluation, or benchmarking or performance tests on the Intellectual Property, without JPtheGeek's prior written approval. Except as expressly authorized in these Terms or an SOW and/or other contract documents, You may not (a) distribute the Intellectual Property to any third-party (whether by rental, lease,

sublicense or other transfer), or (b) operate the Intellectual Property in an outsourcing or JPtheGeek business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Intellectual Property - applicable installation instructions or release notes will contain the relevant details.

4.2.   License Agreements.
(a)   License. Subject to these Terms, JPtheGeek grants You a perpetual, non-exclusive, non-transferable license to use all programming, documentation, reports, and any other product provided as part of the Services solely for Your own internal use. At all times, all software on the System must be genuine and licensed, and You agree to provide us with proof of such licensing upon our request. If JPtheGeek requires You to implement certain minimum hardware or software requirements ("Minimum Requirements"), You agree to do so as an ongoing requirement of JPtheGeek providing our Services to You.

(b)   Software Installation or Replication. If JPtheGeek is required to install or replicate Your software as part of the Services, You will independently verify that all such software is properly licensed. Your act of providing any software to JPtheGeek will be deemed Your affirmative acknowledgement to JPtheGeek that You have a valid license that permits JPtheGeek to perform the Services related thereto. In addition, You will retain the duty and obligation to monitor Your equipment for the installation of unlicensed software unless JPtheGeek in a written statement of work ("SOW") expressly agrees to conduct such monitoring.

(c)   Pre-Existing License Agreements. Any software product provided to You by JPtheGeek as a reseller for a third-party, which is licensed to You under a separate software license agreement with such third-party, will continue to be governed by the third-party license agreement.

(d)   EULA. Portions of the Services may require You to accept the terms of one or more third-party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to You, then You hereby grant JPtheGeek permission to accept the EULA on Your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in these Terms. You agree 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, JPtheGeek is required to comply with a third-party EULA and the third-party EULA is modified or amended, JPtheGeek reserves the right to modify or amend any applicable SOW with You to ensure our continued compliance with the terms of the third-party EULA.

You agree to hold harmless and Indemnify JPtheGeek against Your violation of any of the terms and conditions included in the subject EULA.

4.3.   Third-Party Products. Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through JPtheGeek ("Third-Party Products") are nonrefundable once the applicable SOW is placed in our queue for delivery. JPtheGeek will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Products to You, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and JPtheGeek will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third-Party Products. Unless otherwise expressly stated in a SOW, all Third-Party Products are provided "as is" and without any warranty whatsoever as between JPtheGeek and You (including but not limited to implied warranties).

4.4   Client Data Ownership and Responsibility. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary submitted by You to JPtheGeek.

5. MUTUAL CONFIDENTIALITY OF INFORMATION

5.1   Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary business information, including non-public information believed in good faith to contain trade secrets or sensitive commercial, financial or business information, disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in any format whether oral, written, electronic, or other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

5.2   Your Confidential Information shall include any personally identifiable information or protected health information of Your employees, Your customers, and Your Data. You acknowledge and agree that these Terms do not constitute a Business Associates Agreement ("BAA") as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996 and as amended), and that the requirement for any such agreement in addition to these Terms may be necessary to provide the Services hereunder. You shall be solely responsible for the consequences, if any, of moving forward with the Services hereunder without such a BAA and shall be the sole judge of the necessity for a BAA in addition to these Terms. Furthermore, You hereby agree to defend, indemnify and hold harmless JPtheGeek and any affiliated company, and our respective present and former shareholders, officers, directors and employees and our attorneys and agents, and our predecessors, successors, insurers, assigns, heirs, executors and administrators (collectively referred to as the "Indemnitee"), from and against any and all claims, demands, causes of action, actions, judgments, liabilities, losses, costs and expenses, including attorneys' fees and costs, as they occur, brought against, imposed upon, or incurred or suffered by, the Indemnitee which in any way relate to the failure of You to comply with these Terms in proper handling of protected health information not caused by JPtheGeek's gross negligence and/or due to the absence of any necessary BAA, or failing to notify JPtheGeek of the necessity of same.

5.3   Confidential Information of each Party shall include the terms and conditions of these Terms and all SOW's, and/or other contract documents as well as business and marketing plans, technology and technical information, products, services, product plans and designs, trade secrets, and business processes disclosed by such Party.

5.4   Confidential Information (other than Client Data) shall not include any information that:
        (i)   is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
        (ii)   was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,
        (iii)   is received from a third-party without breach of any obligation owed to the Disclosing Party, or
        (iv)   was independently developed by the Receiving Party.

5.5   Protection of Confidential Information. The Receiving Party shall:
        (i)   protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care,
        (ii)   not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment, and
        (iii)   except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, subcontractors and agents who need such access for purposes consistent with this Agreement.

5.6   Non-disclosure. Neither Party shall disclose these Terms or any SOW and/or other contract documents to any third-party other than its affiliates, legal counsel, and accountants without the other Party's prior written consent.   This provision will continue to be effective after the termination of this Contract.

5.7   Authorized Disclosure. Any waiver by You of these confidentiality obligations which allows JPtheGeek to disclose Client's confidential information to a third party must be in writing and will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

5.8   Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a Party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5.9   Return or Destruction of Confidential Information. Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody, or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party may retain a copy of any Confidential Information to the extent (a) required by applicable law or (b) it would be unreasonably burdensome to destroy. In the event that return or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of these Terms to the retained Confidential Information.

6. SERVICE TERMS AND WARRANTY

6.1 Definitions.

(i)   System. For the purposes of these Terms, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by JPtheGeek pursuant to an SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW You agree to refrain from modifying or moving the System, or installing software on the System, unless JPtheGeek expressly authorizes such activity. JPtheGeek will not be held responsible or liable for changes made by client without authorization.

(ii)   Third-Party Service Providers. "Third-Party Service Providers" means Services provided by an entity or a Party other than the JPtheGeek in fulfillment of the SOW requirements whose terms and conditions JPtheGeek and You may be legally bound.

Your right to use the Third-Party Services is subject to Your Agreement with us, and to Your understanding of, compliance with and consent to these Terms and conditions of any Third-Party agreements, which JPtheGeek does not have authority to vary, alter or amend.

Therefore, JPtheGeek may utilize a Third-Party Service Provider in its discretion to provide the Services in accordance with these Terms. JPtheGeek will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Service Provider to You. The Third-Party Provider may require the JPtheGeek to sign a contract with the Third-Party Provider for its services ("Third-Party Contract") and the terms of the Third-Party Contract may require certain conditions and requirements upon You. Access to the terms and conditions of any such Third-Party Contract(s) will be provided to You or attached to the SOW which identifies the Third-Party Service Provider. You hereby agree to review all Third-Party Terms and Conditions, and consent to those Third-Party Terms and Conditions which You have consented JPtheGeek to contract upon its behalf. Third-Party Provider terms and conditions link of PDF can be found at our website and/or SOW as applicable.

(iii)   Third-Party Product Vendors- "Third-Party Product Vendors" means machinery, equipment and/or products inclusive of component parts purchased from vendors in fulfillment of the SOW requirements.

JPtheGeek does not own certain Third-Party Products and the use thereof is subject to certain rights and limitations of which we need to inform You. Your right to use the Third-Party Products is subject to Your Agreement with us, and to Your understanding of, compliance with and consent to these Terms and conditions of the Third-Party agreements, which JPtheGeek does not have authority to vary, alter or amend.

JPtheGeek will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Product Vendor to You, but will have no liability whatsoever for the quality, functionality, or operability of any Third-Party Products, and JPtheGeek will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Product. The Third-Party Product Vendor may require the JPtheGeek to sign a contract with the Third-Party Product Vendor for its products ("Third-Party Contract") and the terms of the Third-Party Contract may require certain conditions and requirements upon You. Access to the terms and conditions of any such Third-Party Contract(s) will be provided to You or attached to the SOW which identifies the Third-Party. You hereby agree to review all Third-Party Terms and Conditions, and consent to those Third-Party Terms and Conditions which You have consented JPtheGeek to contract upon its behalf. Third-Party Product Vendor terms and conditions link of PDF can be found at our website and/or SOW as applicable.

If, in JPtheGeek's discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on Your behalf and pass through to You, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed $100, JPtheGeek will obtain Your permission before incurring such expenses on Your behalf unless exigent circumstances require otherwise.

(iv)   Subcontractors. "Subcontractors" means third-party to whom JPtheGeek contracts to provide specified services to complete the services indicated in the applicable SOW.

6.2.   Onboarding Process. You acknowledge and agree that JPtheGeek will have no responsibility for any deficiencies in the current operating systems and infrastructure until the JPtheGeek has had a reasonable opportunity to conduct a review the current system and to provide You with its recommendations and You have accepted and implemented same. Times for onboarding will vary and will be set forth in the applicable SOW.

6.3.   Service times. JPtheGeek shall provide services during regular business hours, unless otherwise specified in any subsequent SOW, or other contract documents, and in accordance with the Appendix B: JPtheGeek's Standard Rate Card.

JPtheGeek warrants and represents that We will provide the Services, and respond to any notification received by Us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in the applicable SOW ("Response Time"), except for (i) periods of delay caused by Your Downtime (defined below), Vendor-Side Downtime (defined below) or (ii) periods in which We are required to suspend the Services to protect the security or integrity of your System or Our equipment or network, or (iii) delays caused by a force majeure event.

6.4.   Downtime.

(i)   Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by Us which will not occur between the JPtheGeek's normal business hours of 8:00 AM and 5:00 PM Monday through Friday without Your authorization or unless exigent circumstances exist, during which time We will perform scheduled maintenance or adjustments to Your network. We will use Our best efforts to provide You with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime. Regularly scheduled maintenance, daily updates, and other regular service may not prompt a client notification of Scheduled Downtime.

(ii)   Your Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by Your actions or omissions ("Your Downtime").

(iii)   Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third-party service providers, third-party licensors, or "upstream" service or product vendors.

6.5.   Offboarding Process. In the event of termination of Services by either party, JPtheGeek will make reasonable accommodations to transfer Your account to Your new managed service provider or other authorized agent (the "Onboarding Provider"). You shall indemnify and hold harmless JPtheGeek, its Contracted Subcontractors and their respective directors, officers, employees, consultants and agents for any claims or losses resulting from the activities of You or the Onboarding Provider during the transition period from JPtheGeek to the Onboarding Provider, inclusive of when You obtain access to all super administrator accounts of their infrastructure.

6.6.   Provision of Materials and Services to JPtheGeek. You agree to timely furnish, at Your own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe workspaces for purposes of JPtheGeek or its contracted subcontractors, performing the Services. Client will also provide JPtheGeek or its contracted subcontractors, with access to all information, passwords and facilities requested by JPtheGeek that is necessary for JPtheGeek or its contracted subcontractors, to perform the Services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, You understand that JPtheGeek or its contracted subcontractors, may be unable to perform their duties adequately.

6.7.   Responsibility for Equipment. You acknowledge that from time to time (a) JPtheGeek may identify additional items that need to be purchased by You, and (b) changes in Your system may be required for JPtheGeek to meet Your requirements. In connection therewith, You agree to work in good faith with JPtheGeek to effectuate such purchases or changes, and such changes shall be set forth in a Change Order under the then current SOW. If JPtheGeek is required to purchase any assets, including computer hardware and/or software, in connection with JPtheGeek providing the Services, all such assets will remain the sole property of JPtheGeek, except that assets sold by JPtheGeek to You or procured by JPtheGeek on Your behalf shall be the sole property of You. You will take such reasonable precautions to ensure the quality, completeness and workmanship of any item or service furnished by You, and for ensuring that the materials provided to JPtheGeek or its contracted subcontractors, do not infringe or violate the rights of any third-party. Unless otherwise specified in the Scope of Work and/or other contract documents that it is not the intent, nor does the JPtheGeek provide any type of backup of Your data. You will maintain adequate backup for all data and other items furnished to JPtheGeek.

6.8.   Working Environment. You shall provide a suitable working environment for any Equipment located at Your facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. You shall bear the risk of loss of any Equipment located at Client's facility. In addition:
(i)   You shall provide adequate workspace, heat, light, ventilation, electric current and   outlets, internet, remote access, and long-distance telephone access for use by JPtheGeek's representatives.
(ii)   JPtheGeek's representatives shall have, and You shall provide full access to the Network to affect the necessary monitoring and/or supplemental services.
(iii)   JPtheGeek reserves the right to suspend or terminate these Terms or any SOW if, in its sole discretion, conditions at the service site pose a health or safety threat to any of JPtheGeek's representatives.
(iv)   All equipment, software, and licensing to be supported by JPtheGeek pursuant to these Terms, must be supportable by JPtheGeek and subject to patching, security updates, and manufacturer provided support.

It is the responsibility of You to promptly notify JPtheGeek of any events/incidents that could impact the services defined within these Terms and/or any supplemental service needs.

6.9.   Change of Location. JPtheGeek shall be obligated to provide service only at the Service Site(s) as outlined in the SOW. If You desire to relocate, add, or remove locations, You shall give appropriate notice to JPtheGeek of Your intention to relocate sixty (60) days in advance. JPtheGeek reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by You. Such right includes the right to refuse service at the relocation and/or new site.

6.10.   Software, Hardware, and Security. You understand and agree that data loss or network failures may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure You must maintain proper security for Your computer and information system including software and hardware updates. You will adhere to software and hardware updates and maintain specific security standards, policies, procedures set forth by the NIST Cybersecurity Framework available at https://www.nist.gov/cyberframework.

If patches and other software-related maintenance updates ("Update(s)") are provided under a SOW, JPtheGeek will install the Updates only if JPtheGeek has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. JPtheGeek will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer's or applicable vendor's instructions.

6.11.   Client Cyber Security. It is understood that within the Services provided it is not the intent, nor does the JPtheGeek provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber threats for You unless otherwise specified in the Scope of Work or other contract documents. As cyber threats are always evolving it is strongly recommended that You engage the services of a cyber protection third-party vendor to monitor the cyber controls and cyber activities in Your System. In no event, including the negligent act or omission on its part, shall JPtheGeek, whether under these Terms, a SOW, other contract documents or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

6.12.   Telemarketing & Unsolicited Emails. In no event, including the negligent act or omission on its part, shall JPtheGeek or its contracted subcontractors, whether under these Terms, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if Your data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of any form of electronic malware, wiretapping, bugging, video cameras or identification tags.

6.13.   Extraordinary Events. In no event, including the negligent act or omission on its part, shall JPtheGeek or its contracted subcontractors, whether under these Terms, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any failure or malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire,

flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God, national or global pandemic or other physical event.

6.14.   Backups. JPtheGeek may provide Managed Backup Services or Customers may maintain their own backups on their own personal computers or other computers. The sole liability of JPtheGeek regarding backup service(s) shall be in the event of gross negligence of JPtheGeek in maintaining backup processes. In the event that you need to recover data from a backup, JPtheGeek will use reasonable efforts to restore data to your account from the appropriate backup. JPtheGeek DOES NOT GUARANTEE THE AVAILABILITY, COMPLETENESS, CURRENCY, OR INTEGRITY OF ITS BACKUPS as there are many variables to go into backups including hardware and software issues, VSS writer issues, server availability at times of backups, cloud services, etc.

You understand and agree that JPtheGeek's backup policy does not create any warranties for whose breach JPtheGeek can be held liable. JPtheGeek will not be held responsible for hardware or software failures.

6.15.   Access to Network Systems. You agree that You will inform JPtheGeek, prior to, JPtheGeek making any modification, installation, or service performed on the Network by individuals not employed by JPtheGeek in order to assist JPtheGeek in providing an efficient and effective Network support response.

Only representatives authorized by JPtheGeek will be eligible to access and service Your network. Any unauthorized access or service conducted on the network without the explicit consent of JPtheGeek which results in negative network performance will not be covered by the monthly plan fee as documented in the SOW or other contract documents and will be billed according to JPtheGeek's labor rates as outlined in the SOW.

6.16.   Further Service Limitations. In addition to other limitations and conditions set forth in these Terms, the following service and support limitations are expressed:

(i)   Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this Agreement. JPtheGeek will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.

(ii)   Any unauthorized changes made to the network without JPtheGeek's written consent which causes issues or failures to the network, are beyond the responsibility of JPtheGeek and You will be billed the full cost to restore the network to its original state.

(iii)   Except as otherwise stated in any SOW, all Server, Network Device and Software upgrades are outside the scope of this Agreement.

(iv)   Manufacturer warranted parts and labor/services are outside the scope of these Terms.

(v)   Unless specifically agreed to and stated in any subsequent SOW or other contract documents, all equipment that is not currently covered by its manufacturer's warranty or support agreement is outside the scope of these Terms.

(vi)   Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes.

(vii)   Application software support is limited to the manufacturer's products listed in the SOW and/or other contract documents including any and all third-party user agreements.

(vii)   Printer maintenance support is limited to services listed in the SOW and/or other contract documents.

(ix)   Virus mitigation within the scope of these Terms is predicated on You satisfying recommended backup schemes and having appropriate Anti-Virus Software with current updates. Virus removal and disinfection services if any will be outlined in full detail in the SOW and/or other contract documents.

(x)   These Terms and support services herein are contingent on Your permission of JPtheGeek having secure remote access into Your Network. Depending on the remote access solution used, additional charges may apply to the contract.

6.17.   Limited Warranty. JPtheGeek warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the IT support industry. Client's exclusive remedy and JPtheGeek's entire liability under this warranty will be for JPtheGeek to re-perform any non-conforming portion of the Services within a reasonable period of time (not to exceed 30 days), or if JPtheGeek cannot remedy the breach during such time period then JPtheGeek shall provide an account credit for the the portion of the fee attributable to such non-conforming portion of the Services.

THIS SECTION IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRATIES MADE BY JPTHEGEEK. JPTHEGEEK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLID, 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 JPTHEGEEK.

Notwithstanding any provision to the contrary in these Terms, any warranty offered and provided directly by JPtheGeek product shall be deemed null and void if the applicable product is (i) altered, modified or repaired by persons other than JPtheGeek, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by JPtheGeek (ii) misused, abused, or not operated in accordance with the specifications of JPtheGeek or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than JPtheGeek or persons approved or designated by JPtheGeek.

Notwithstanding the above, JPtheGeek does not warrant its products or services beyond a reasonable standard or skill consistent with industry standards. JPtheGeek does not guarantee or promise any cost savings, profits, or returns on investment.

6.18.   Release with Limitation of Liability. This paragraph limits the liabilities arising under these Terms or any SOW and is a bargained-for and material part of these terms. You acknowledge and agree that JPtheGeek would not enter these terms unless it could rely on the limitations described in this paragraph. You and any of your affiliates and each of their respective agencies, employees, officers, directors, members, shareholders, nominees, consultants, successors and assigns (collectively, the "Releasor Parties") agree to the fullest extent permitted by law and except as otherwise noted in these Terms, agree to release JPtheGeek and any of their affiliates and each of their respective agencies, employees, officers, directors, members, employees, shareholders, nominees, consultants, subcontractors, successors and assigns (collectively, the "Released Parties") for special, incidental or consequential damages, indirect damages, loss of good will or business profits, work stoppage, data loss, computer failure or malfunction, any and all other commercial damages or loss, or exemplary or punitive damages. JPtheGeek's aggregate liability in the event of a finding of gross negligence on the part of JPtheGeek relating to any of the Services shall be quantified in the SOW or other contract documents as the total amount of the SOW. The foregoing sum (from the Statements of Work) represents JPtheGeek's total liability for all claims. JPtheGeek shall not be liable to you for any delay in delivery or performance, or failure to deliver or perform at or within the deadlines set forth in these terms. JPtheGeek may not be held liable due to underlying providers and their products or services.

6.19.   Disclaimer of Damages. Each party agrees, to the fullest extent permitted by law that neither party is liable to the other party, and that they shall at all times defend, indemnify, pay, save, and hold the other parties (including

their respective agencies, employees, officers, directors, members, shareholders, nominees, subcontractors, consultants, successors, and assigns) harmless for any special, indirect, incidental, punitive or consequential damages arising out of or relating to this agreement or the product, including without limitation lost profits, lost computer usage, and damage or loss of use of data), even if that party has been advised of the possibility of such damages, and irrespective of the negligence of either party or whether such damages result from a claim arising under tort or contract law.

This indemnification is conditioned on the party seeking indemnification:
- i.   Notifying the indemnifying party promptly in writing of such action;
- ii.   Reasonably cooperating and assisting in such defense; and
- iii.   Giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent.

6.20.   You agree to not engage in any activity that violates any international, foreign, federal, state, or local laws applicable to the service terms described in this Agreement.

7. NON-SOLICITATION. You acknowledge that JPtheGeek has incurred substantial recruitment, screening, training, and administrative expenses with respect to its agents, including its employees, vendors, and independent subcontractors. From the Effective Date of the last SOW and up to one (1) calendar year after the date of termination of any SOW, You shall not hire or contract directly or indirectly with any of the JPtheGeek's employees, agents or subcontractors who have communicated with and/or worked on any Service for You. You and JPtheGeek mutually acknowledge and agree that it would be impractical and extremely difficult to ascertain the amount of monetary damages that would be caused by a breach by You of this provision. Therefore, You and JPtheGeek mutually agree that in the event of a breach by You in any way of this provision, You shall pay to JPtheGeek as liquidated damages, an amount equal to Fifty Thousand Dollars ($50,000.00). This amount is an effort by both parties to properly and reasonably assess the damages that JPtheGeek would suffer as a direct result of a breach by You, taking into account the following facts and circumstances: (a) an average employee working for JPtheGeek will generate significant net revenue for the JPtheGeek and remain employed by the JPtheGeek for an extended period of time; (b) JPtheGeek will lose significant revenue and incur significant costs in connection with attempting to replace such employee; (c) there is no guarantee that such employee can be replaced; and (d) accurately assessing the value of such employee to the JPtheGeek upon such breach is virtually impossible. Considering these circumstances, You and JPtheGeek mutually agree that this is liquidated damages provision represents reasonable compensation to JPtheGeek for the losses that it would incur due to any such breach. You and JPtheGeek further acknowledge and agree that nothing in this paragraph shall limit JPtheGeek's rights to obtain injunctive relief or any other damages including, but not limited to punitive, consequential, special, or any other damages, as may be appropriate in connection with Your breach of this section.

8. INSURANCE.

8.1.   Our Insurance. JPtheGeek agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by these Terms and by law. Without limiting the foregoing, to the extent this Agreement creates exposures generally covered by the following insurance policies, JPtheGeek will provide and maintain at its own cost: (a) Worker's Compensation and related insurance as prescribed by Indiana law; (b) employer's liability insurance with limits of at least one million dollars ($1,000,000) for each occurrence; (c) comprehensive/commercial general liability insurance with two million dollars ($2,000,000) per occurrence, including coverage for the use of Statement of Workers, products liability and completed operations, and (d) comprehensive motor vehicle liability insurance, including coverage for owned, hired, leased, rented and non-owned vehicles of at least thirty thousand dollars ($30,000) for bodily injury, including death, and/or property damage.

8.2.   Your Insurance. You shall secure, at your own cost and expense the following policies:

     (i)   commercial property insurance for your equipment; and

(ii)   any cyber liability insurance to insure your cyber exposures over the policy limits set forth in 8.1 above (specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine Your specific coverage and policy limit requirements).

8.3   Mutual Waiver of Subrogation. To the extent permitted by law, each party waives all rights against the other for recovery of damages to the extent these damages are covered by the workers compensation and employer liability, professional liability, general liability, property, commercial umbrella/excess, cyber, or other commercial liability insurance obtained by either party. Client will not hold JPtheGeek, its Subcontractors, and/or Third-Party Service Providers responsible for such losses and will confirm that Your insurance policies referenced above provide for the waiver of subrogation included in the Terms of Service.

9. GENERAL PROVISIONS

9.1.   Express Remedies and Other Disclaimers. The express remedies set forth in these Terms will constitute Your exclusive remedies, and JPtheGeek's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

Except as otherwise set forth herein, the Services and Deliverables are provided strictly "as-is." We make no warranties, expressed, implied, arising from course or dealing or usage of trade, or statutory, as to the Deliverables or Services provided hereunder, or any matter whatsoever. The parties disclaim all warranties of merchantability, fitness for a particular purpose, satisfactory quality, title, and non-infringement.   JPtheGeek does not warrant that the Services or any Deliverables will meet any of your requirements not set forth herein, that any Deliverables will operate in the combinations that you may select for use, that the operation of any Deliverables will be uninterrupted, secure, or error-free, or that all errors will be corrected. If pre-production ('alpha" or "beta") releases of software are provided to you, such copies are provided "as-is" without warranty of *any* kind.

No statement by any JPtheGeek employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify these Terms in any way whatsoever.

 9.2.   Accounting Practice Limitations. JPtheGeek does not teach accounting or accounting principles. It is recommended that the person(s) who will be operating your accounting software be familiar with the basics of bookkeeping at a minimum. If these persons do not have bookkeeping experience, we recommend that they attend a beginning accounting course at a local university or technical school before operating the software. JPtheGeek does not issue opinions on accounting principles. Contact your CPA should you have any questions concerning these matters.

9.3.   Relationship. The Parties are independent parties; and these Terms do not make the Parties principal and agent, partners, employer and employee; nor does it create a joint venture. It is further understood that there is no relationship, including but not limited to a partnership, joint venture, subcontractor or other commission-based relationship, between any party that referred JPtheGeek or Client to the other party to these Terms.

9.4.   Severability. Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in effect.

9.5.   No Waiver of Rights by JPtheGeek. Any failure by JPtheGeek to enforce this Agreement in every instance in which it might apply does not amount to a waiver of any of JPtheGeek's rights.

9.6.   Notices. Unless otherwise provided, notices to either party will be in writing, generally electronic document, or as later amended, and deemed effective when received.

9.7.   Assignment. Client may not assign this Agreement or any rights granted in this Agreement to any third party, except with the prior written consent of JPtheGeek.

9.8.   Force Majeure. Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement.

9.9. Entire Agreement. This Agreement, together with each Statement of Work and Appendix, constitutes the entire agreement between Client and JPtheGeek, and supersedes any prior negotiations or agreements, whether oral or written, concerning this subject matter.

9.10. Counterpart and Electronic Signatures. These Terms must be executed as part of Your SOW and by agreeing to the SOW and initializing the SOW that you have read and understood these Terms, these Terms are now part of, and integrated into, the SOW, and each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Your electronic signature on the SOW shall have the same validity and effect as a signature affixed by Your hand.

9.11. Referencing. Client agrees that JPtheGeek and its Affiliates may refer to Client as a Client of JPtheGeek, both internally and in externally published media. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential Clients of JPtheGeek who wish to evaluate the technical specifications of Product.

9.12. Dispute Resolution and Governing Law. If a dispute or controversy arises out of or related to this Agreement, Contract, or Statement of Work, or any Provision whatsoever, the Parties agree to resolve the dispute soley and exclusively through Mediation and then binding Arbitration administered by the American Arbitration Association ("AAA"). Such Arbitration shall be conduced in accordance with the then-existing AAA Rules of Practice and Procedure, before a sole arbitrator. The arbitrator shall: (i) provide adequate discovery for the resolution of the dispute; and (ii) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action and law or equity; *provided, however,* that nothing in this subsection nshall be construed as precluding the bringing of an action for injunctive relief or specific performance as provided in this Agreement. The Parties shall split the Arbitration fees evenly, and each be responsible for its prorated share only. This dispute resolution process and any arbitration hereunder shall be confidential and neither any Party nor the neutral arbitrator shall disclose the existence, contents or results of such process without the prior written consent of all Parties, except where necessary or compelled in a court to enforce this arbitration provision or an award from such Arbitration or otherwise in a legal proceeding.

If any arbitration is filed by JPtheGeek based on a claim that Client has defaulted in its performance or observance of any of the terms, conditions, or obligations contained in this Agreement, Contract, or Statement of Work, or any Provision whatsoever, JPtheGeek shall recover from the Client all of its reasonable attorneys' fees and costs incurred in connection therewith, including any post-judgment proceedings and appeals. All disputes shall be governed by Indiana law.

9.13. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

9.14. No Oral Modification of this Agreement. This Agreement may not be modified orally.

9.15. Abuse of JPtheGeek Staff or Support Personnel. At JPtheGeek, we take pride in providing excellent service to all of our customers. It is our policy always to treat our customers with the highest level of respect and courtesy. In return, we expect the same respect and courtesy from you.

If our staff feels that you are consistently engaging in abusive content toward them, or addressing them in a demeaning or rude manner, your account(s) may be suspended, and you may be asked to take your business elsewhere.

Abusive conduct includes, but is not limited to, the following behaviors:

Repeatedly addressing members of our staff in a demeaning or rude manner;

Using profanity in any oral or written communications with our staff, by any medium of communication, including but not limited to e-mail, instant messages, chat, text messaging, fax, postal mail, telephone, voice over Internet Protocol (VoIP), or in-person communication;

Yelling or shouting at our staff;

Deliberately using all capital (uppercase) letters in any written communication to our staff;

Insulting our staff because of their personal characteristics, or on the basis of their race, ethnicity, national origin, sex, sexual orientation, religion, or housing or economic status; or

Deliberately providing false information to our staff for the purpose of harassing them or wasting their time.

9.16.   Denial of Service. JPtheGeek reserves the right to refuse or discontinue service to anyone at our sole discretion.

9.17.   Limitation of Actions Arising Under this Agreement. Any cause of action you may have with respect to JPtheGeek's performance or alleged non-performance of this Agreement must be commenced within 90 days after the claim or cause of action arises or such claim or cause of action is forever barred.

9.18.   Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

I acknowledge that I have read this document, I agree to all items in the document, and all of my questions have been answered to my satisfaction and understanding. I represent and warrant that I am an authorized agent to enter into this Agreement on behalf of Client.

APPENDIX A
Service Level Objectives

All tickets (requests for support) begin at the Tier One level. All tickets will be responded to by a Tier One technician, within the allotted plan time, beginning the process of issue resolution. Some issues or questions can be addressed very quickly and require little time to resolve or close the ticket; other may take much longer, dependent upon the issue. Response time is not to be confused with resolution time. Response can be as simple as the opening of a trouble ticket, while resolution of any given issue can take hours, days or longer. SLAs can only be applied to tickets opened on the Client (web) portal, as that is the only way to document ticket initiation reliably. Following is the escalation process for all tickets (support requests) opened by Client with JPtheGeek.

Tier One: All initial support will be provided by Tier One technicians. Tier One techs will make their best effort to resolve the issue within the contracted response time. Tier One efforts include the referencing of documentation, configuration review, work with online support, peer resources and/or the user involved to resolve the issue either remotely or on-site. ***Failing resolution at Tier One, the ticket will then be escalated to Tier Two support.***

Tier Two: Tier Two support involves further efforts to resolve the issue, including, at the discretion of JPtheGeek, escalation to the vendor or publisher (assuming such support is available), the performance of further online investigations and/or tests, as well as work with the user to resolve the issue either remotely or on-site and other methods, at the discretion of JPtheGeek. ***Failing resolution at Tier Two, the ticket will then be escalated to Tier Three support.***

Tier Three: Tier Three support usually involves escalation to and work with the vendor or publisher involved for resolution of bugs, equipment failure and/or warranty support (assuming such support is available from the vendor or publisher). For issues arising from unsupported hardware or software, no further efforts may be made. ***All tickets will be closed at this level, deemed by either JPtheGeek or Client as either fully resolved or as financially or otherwise impractical to pursue.***

Service Plan coverage does not relieve the Client of the responsibility to maintain supported hardware and software. For example, should the technician or engineer determine that an issue is the result of the failure of, or the termination of support for, a device, application or operating system, the appropriate response may be to replace the device or software deemed to be faulty, at the discretion of JPtheGeek. ***Support for hardware or software may be billable under any plan if such hardware or software is under a vendor maintenance plan and/or is not currently supported by the vendor or publisher.***

APPENDIX B
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, and New Year's Eve. 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.