

OFFBOARDING ASSISTANCE REQUEST FORM

If You would like JPtheGeek LLC (“We”, “Us”) to assist You in the orderly termination and/or transfer of Your Services to another designated provider (“Offboarding Assistance”), all outstanding invoices and any applicable Termination Payment required by your Master Service Agreement (“MSA”) must be paid, and this form MUST be completed and returned via email to accounts@jpthegeek.com by either:

- a) **Ninety (90) calendar days** prior to the expiration of the applicable Termination Notice Period, as defined in the MSA, if the Services are being terminated under circumstances that require a Termination Notice Period; or
- b) if the MSA is being terminated with immediate effect, then within **seven (7) calendar days** of the date of the notice of termination (“Offboarding Assistance Request Deadline”).

Offboarding Timeframe. Offboarding assistance will only be available until the end of the applicable Termination Notice Period; or, if the MSA is being terminated with immediate effect, for **fourteen (14) calendar days** following the notice of termination (“Offboarding Completion Deadline”). Any offboarding assistance requested to be provided after the Offboarding Completion Deadline is subject to availability and approval by Us, and if approved, will be invoiced at our applicable hourly rates (Regular or After Hours, depending on Your request) and payable in advance of any labor being performed.

Cooperation and Designation of New Service Provider. You agree to fully cooperate with Us in every step of backing up and/or transferring Your accounts and data, including promptly responding to Our requests for information and access, and timely designating a new managed service provider.

Failure to Cooperate. Failure to complete and return this form by the Offboarding Assistance Request Deadline, failure to timely remit payment for all amounts due including any applicable Termination Payment, failure to cooperate with Us and promptly provide Us with all requested access/information, failure to timely designate a new managed service provider, and/or failure of Your new managed service provider to cooperate with Us in any respect during the offboarding process may result in:

- a) offboarding assistance after the Offboarding Completion Deadline being unavailable;
- b) any work performed being billed at Our After-Hours and Emergency Rates in effect at the time of termination; and
- c) the final and permanent deletion, termination, and cancellation of any or all of Your services, accounts and all data, content, credentials and other information associated with same after the seventh (7th) day following the expiration of any applicable Termination Notice Period, or if the MSA is being terminated with immediate effect, after seven (7) days following receipt of the notice of termination.

No Waiver. This form relates only to the cancellation and transfer of the accounts, services and/or licenses (“Services”) listed below, and **does not constitute a release or waiver** of any claim by Us for the payment of any sums owed by You under any MSA, Client Agreement, Service Agreement, Service Order or any other agreement between You and Us. Submitting this notice does not relieve You of the obligation to pay any Termination Payment due under the Managed Service Agreement, along with any additional sums due for goods delivered and Services rendered. We reserve the right to enforce Our right to compensation for all costs, fees and expenses which may be outstanding and/or due and payable through the end of any applicable notice period and/or the applicable Commitment Term.

Acknowledgements. By signing this form, You acknowledge that all of the following tasks will have to be completed in order for Your licenses, accounts and data to be saved, backed up, and/or remain active, as applicable. We will only assist with the following tasks if this Form is returned signed by the Offboarding Assistance Request Deadline; otherwise, completing these tasks by the date of the Termination of the MSA is the sole responsibility of You and Your new managed service provider, if any.

- **Managed Servers:** If you have our Server as a Service offering. You must work with our IT to get all data downloaded onto a new equipment. You are responsible for verifying that all moved data is moved in it's entirety. You understand that Backups cannot be moved or migrated (if cloud hosted) and the new company is responsible to start backups. Your backups will be deleted on the final date of service with JPtheGeek.

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- **Office 365 Licenses and Subscriptions:** Your Office 365 Licenses and Subscriptions will have to be transferred into Your name/account no later than the Offboarding Completion Deadline. If this is not done, You acknowledge that We have the right to remove all of Your licenses in Our portal for your Office 365 subscriptions with no additional notice to You. You understand that any information, content and data contained in such accounts will be unrecoverable after this date unless properly backed up and transferred to You or Your new managed service provider.

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- **Password Management Program:** Your passwords must be transitioned to a new platform no later than the Offboarding Completion Deadline, after which We will remove all passwords stored in the shared space and You will no longer have access to same. We can provide a printed or digital copy of these at Your request.

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- **Hardware and Equipment:** Unless ownership of any physical goods, hardware, tools and equipment supplied by Us to You ("Our Equipment") has been transferred to You pursuant to the terms of the MSA or other agreement between You and Us, You understand that Our Equipment is Our property and You must a) return all of Our Equipment by the Equipment Return Deadline stated in the MSA; or b) make all of Our Equipment available for pickup by the Equipment Return Deadline; or) pay Us the fair market value of same by the Equipment Return Deadline. If any hardware and/or equipment is retained by You, management of said equipment, as well as renewing and maintaining any associated licenses following the expiration of the current license on same, will be Your responsibility.

Equipment which has not been transferred to You pursuant to the MSA, and which must therefore be returned or paid for as a condition of receiving Offboarding Assistance includes but is not limited to:

- ⇒ [Managed Firewall\(s\)](#)
- ⇒ [Servers provided as a service](#)
- ⇒ [All Managed Network Equipment](#)
- ⇒ [Any Desktops or Laptops Provided as a Service](#)
- ⇒ [Etc.](#)

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- **Anti-Virus / Security Programs:** You will no longer receive anti-virus or security services, and all anti-virus and cyber security protections used by Us will be turned off following the Termination Date.

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- **Any Additional Cyber Security Programs:** You will no longer receive any additional cybersecurity services from JPtheGeek, it is your responsibility to ensure that all systems are safe and secure.

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BY SIGNING THIS FORM, YOU UNDERSTAND THAT CANCELLATION OF THE ABOVE SERVICES MAY RESULT IN THE PERMANENT DELETION OF ALL CONTENT, DATA AND INFORMATION ASSOCIATED WITH THE ABOVE SERVICES AND YOUR ACCOUNT(S). UPON BEING PROVIDED WITH THE NECESSARY AUTHORIZATIONS AND RELEASES FROM US, IT WILL BE YOUR RESPONSIBILITY TO ENSURE THE PROPER BACKUP AND TRANSFER OF ACCOUNTS. UNDER NO EVENT SHALL WE BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS OR REVENUES, AND ECONOMIC INJURIES) RESULTING FROM LOSS OF ANY ACCOUNT AND/OR ANY DATA OR INFORMATION ASSOCIATED THEREWITH DURING THE TRANSFER PROCESS OR AT ANY TIME FOLLOWING THE SERVICE TERMINATION DATE.

By signing below, You authorize Us to turn over all account access and information, passwords, private files, licenses, content, and data to the party listed below:

Name	Phone Number	Location	Email

SIGNATURE

Printed Name

Company

Title

Date