

TRINITY NETWORKX LLC
MASTER CLIENT SERVICES AGREEMENT

This Master Client Services Agreement (this “Agreement”) is between TRINITY NETWORKX LLC, a limited liability corporation that maintains an office for business at 3281 E. Guasti Rd., Ste 700, Ontario, CA 91761 (“**Company**”), and ##CustomerOrganization##, that maintains an office for business at ##CustomerStreetAddress##, ##CustomerCity##, CA ##CustomerPostalCode## (“**Client**”).

The Agreement shall be effective for a month-to-month period, beginning on the Commencement Date, which is determined by the date noted below under “Commencement Date.” This agreement renews monthly and can be terminated by either party with ninety (90) days' written notice. The recipient of this document and signing pursuant to the accepted quote will be the primary contact person and email used for any and all information about this Agreement.

Commencement Date: ##QuoteCreatedDate##

Client: ##CustomerOrganization##

THE PARTIES AGREE TO THE FOLLOWING:

1) SCOPE OF SERVICES. Trinity Networkx, LLC (hereinafter the “Company”) agrees to assist Client with professional services as set out in the SimpleIT™ Services Plan in Schedule “A” (hereinafter the “Service Plan”), in addition to, advice as outlined in one or more applicable statements of work (each, a “Statement of Work”) that may be executed from time-to-time by both parties under this Agreement (collectively, the “Services”). To be effective, each Statement of Work (if any) shall reference this Agreement, and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement, the Service Plan, and any Statement of Work, the language of the Statement of Work shall govern, but only with respect to that particular Statement of Work. Company shall perform all Services in accordance with the relevant best practices for the managed service provider industry, as well as those service levels explicitly described in the Service Plan and any relevant Statement of Work.

a) Included Services. The services and features enumerated within each selected plan are deemed included as part of the Client’s subscription; however, such services shall be implemented, activated, or utilized only as applicable to the Client’s operational requirements. Certain features (for example, Cloud VPN Access) may remain inactive if they are not required in the Client’s current environment. Should the need for any included services arise during the term of this Agreement, such services shall be made available to the Client without additional charge under the applicable plan; provided, however, that any configuration, customization project work, or other efforts necessary to integrate or enable such service within the Client’s environment shall constitute billable professional services at Trinity Networkx’s current rates. The Client acknowledges that Trinity Networkx shall have no obligation to implement or maintain any included service where the Client declines recommended changes, configurations, or integrations required for proper operation, and Trinity Networkx shall bear no liability for any resulting limitation, nonperformance, or deficiency in coverage or functionality.





2) PAYMENT. Unless otherwise stated in a statement of work, Payment is due on the first (1st) of every month for Services from the Company. For prepaid fees, monthly fees or subscriptions paid pursuant to a Service Plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in a relevant Statement of Work. Late payments shall be subject to a \$150.00 late fee five days after the invoice due date, and an additional \$150.00 late fee shall accrue weekly until paid. A Client that is more than 10 days past due is considered a material breach to this agreement. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in the collection of past due balances, including, but not limited to, collection fees, filing fees, and court costs. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY THE CLIENT.

3) AUTHORIZED CONTACT PERSON. Client shall designate one or more authorized contact person(s) (each, an "Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: ##CustomerFirstName## ##CustomerLastName##, ##CustomerTitle##. Likewise, Client may designate one or more Authorized Contacts for each Statement of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify, and approve on Client's behalf, work direction, Statements of Work, and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client (as described below) that an Authorized Contact is no longer authorized to act on Client's behalf. If, during the Term of this Agreement, Client wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s), including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address, and telephone number.

4) ACCESS TO PREMISES. To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in the Service Plan or any Statement of Work within the Premises. Access to Equipment shall include, but is not limited to, physical, virtual or cloud-based access. *Client must provide all required information, including, but not limited to, administrator passwords for all Company Equipment, to the Company to maintain access.* To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, before the commencement of any Services, any necessary rights of entry, licenses, permits, or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires to provide the Services to Client. Company shall not be liable for delay in performance or non-performance of any term or condition of this Agreement directly or indirectly resulting from Client's refusal to Company of complete and unrestricted access to Client's systems and components thereof, or Client's denial to Company of complete and unrestricted access to Client's personnel or Premises pursuant to this Agreement.

5) COVERAGE. Unless modified by a Statement of Service associated with this agreement, all remote and scheduled onsite contracted services will be provided to Client by Trinity Networkx between the hours of 8:00 am and 5:00 pm Monday through Friday, excluding holidays. Proactive network diagnostics will be provided 24/7/365. All services qualifying under these conditions, as well as Services outside this scope, will fall under the provisions of this Section, subsection b herein. Hardware, software, or project costs of any kind are not covered under the terms of this Agreement. Trinity Networkx will work with the client and their hours of business to ensure coverage, which may incur an additional service cost.

a) Support and Escalation. Service Provider will respond to Client's Trouble Tickets under the provisions of the Support Response Times (see below), and will provide best effort after-hours and holiday support. Trouble Tickets must be opened by email to our Help Desk, by phone if email is unavailable, via the Trinity Networkx Portal, or via direct chat. Each call will be assigned a Trouble Ticket Number for tracking. Issues or outages will not be attended to unless there is a Trouble Ticket to support the request.

Priority	Definition/Example of Priority	Response Time
 SEVERITY 1	Covered system unavailable or unusable for normal operations by substantially all users.	Initial assessment within two business hours after ticket opened.
 SEVERITY 2	Covered system performance substantially degraded, but normal operations possible, even if substantially slowed or key user(s) (e.g. VIP users, system-console-level operators) are unable to use the covered system for normal operations.	Initial assessment within two business hours after ticket opened.
 SEVERITY 3	Covered system available and usable for normal operations by substantially all users, but with minor or technical departures from normal operations.	Initial assessment within six business hours after ticket opened
 SEVERITY 4	<ul style="list-style-type: none"> Any item not having met the criteria for Severity 1,2 and 3 and not specifically requested to be higher priority than to be done on the Weekly or Monthly Maintenance We often refer to this as "Scheduled" work 	1-3 Days

b) Services Outside Normal Working Hours. Services performed outside of standard business hours, defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding weekends and recognized holidays, shall be billed as follows. Agreement Clients shall be charged at a discounted standard hourly rate of \$235.00. Services performed after standard business hours shall be billed at two times the standard hourly rate. Services performed on weekends or recognized holidays shall be billed at three times the standard hourly rate. Non-Agreement Clients shall be charged at a standard hourly rate of \$345.00, with the same multipliers applied for after-hours, weekend, and holiday work

Time of Service	Rates
Service Hours Monday - Friday, 8:00 am - 5:00 pm	Onsite: Included in Agreement Remote: Included in Agreement
After Hours Monday-Friday, 5:00 pm to 8:00 am Saturday-Sunday, 12:01 am Saturday to 8:00 am Monday	Onsite: \$470.00/hr. Minimum 2 Hours Remote: \$470.00/hr. Minimum 2 Hours Onsite: \$1,035.00/hr. Minimum 2 Hours Remote: \$1,035.00/hr. Minimum 2 Hours
Unavailable Holidays: Trinity Networx's Holidays shall consist of the following: <ul style="list-style-type: none"> • New Year's Day • Memorial Day • Independence Day • Labor Day • Thanksgiving Day (and the following Friday) • Christmas Eve • Christmas Day 	Onsite: \$1,035.00/hr. Minimum 2 Hours Remote: \$1,035.00/hr. Minimum 2 Hours

c) Out of Scope Services. Any services that fall outside of the items and services covered within this agreement are considered out of scope and billable outside of this agreement and are subject to the provisions of § 5(b).

d) Increased Subscription/User/Licensing Counts Post Initial Agreement. On a random basis, our Remote Monitoring Software performs an inventory of your environment and compares the number of users it detects to the number currently allocated under the agreement. If additional users are added to the environment, the agreement count will be manually increased upon deployment. This will then, in turn, increase the monthly agreement commensurate with each user's management pricing. It is the sole responsibility of the client to notify Trinity Networx of any user, subscriptions, etc., that are not in use. All notifications of said reductions must be sent to

Trinity Networkx Support at help@trinitynetworkx.com. If the email is received after the fifteenth (15th) of the month for said reduction, the changes will take effect in the next billing cycle.

e) Account Review. On a quarterly basis or when deemed necessary, an in-depth account review will be conducted. This review analyzes service tickets, equipment usage, complexity, on-site calls, scheduled calls, unscheduled calls, and related metrics. The Company has the right to reevaluate current charges and, based on analysis, raise or lower item charges as required.

f) Complex Clients: Complex clients are defined as, but not limited to, clients that have very in-depth, detailed, and precise handling of account creation (onboarding), account removal (offboarding), third-party application support particular to the client outside of standard client onboarding. Clients that are deemed complex will be allocated two onboarding and two offboarding service events per month. In addition to the included onboarding and offboarding, an onboarding fee of \$650.00 per user and an offboarding fee of \$300.00 per user will be assessed and added as a line item on the next invoice. These charges are subject to change.

g) Microsoft NCE Subscriptions. Any new, renewal, migration, or other changes to the Company reseller control on or after March 1, 2022, are subject to this provision. The Services include, inter alia, a subscription to Microsoft 365 (hereinafter, the "Microsoft Services") from Microsoft, a third-party vendor. Microsoft has made material changes to its subscription plans, including a 1-year term and price increase. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Client hereby agree as follows:

1. The preamble shall form an integral part hereof.
2. The Agreement is as follows:
 - a. The client may not terminate the Microsoft Services until the Microsoft subscription has expired.
 - b. Upon termination of the Master Client Services Agreement, the client will have the option to purchase the remaining vendor subscription or continue paying the monthly dues until expiry via automated bank withdrawals (ACH).
 - c. Client acknowledges that Microsoft Services shall automatically renew on an annual basis, subject to Client providing written notice of cancellation at least 45 days before the renewal of each one-year term.
 - d. Quantities may fluctuate during the term of the Agreement as per Client Requirements. Client assumes responsibility for increased quantities unless a written cancellation is received at least forty-five days before renewal of the Microsoft Services.

h) Hardware NOT Purchased from Trinity Networkx. Hardware purchased from another vendor or reseller that is requested to be introduced into the client's network will be assessed on-site hourly charges under § 5(b).

i) Mobile Device Management. Under the agreement, one mobile device (iPhone, etc.) will be covered for assistance with setting up and configuring email. Any other application, issues, setup, etc., is billable according to § 5.

6) WARRANTIES; LIMITATIONS OF LIABILITY. Any third-party products provided to Client pursuant to this Agreement, including but not limited to third-party hardware, software,

peripherals, and accessories (collectively, “Third Party Products”) shall be provided to Client “as is”. Company shall use reasonable efforts to assign all warranties (if any) for the Third-Party Products to Client, but will have no liability whatsoever for such third-party products. All Third-Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or quality of Third-Party Products.

a) Company assumes no liability for failure of equipment or software or any losses resulting from such failure, except for Company-provided Equipment. In the event of a failure of Company-provided Equipment, Company will repair or replace the Equipment at its discretion within thirty (30) days.

b) Client warrants and represents that it shall not use the System for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).

c) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY’S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY BEFORE THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THE PRECEDING SENTENCE.

7) INDEMNIFICATION. Each party (an “Indemnifying Party”) hereby agrees to indemnify, defend and hold the other party (an “Indemnified Party”) harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys’ fees, (collectively, “Damages”) that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party’s employees or subcontractors, and from any damages arising from or related to the Indemnifying Party’s uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party’s actions and not due to the Indemnified Party’s fault, in whole or in part.

8) COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY. Each party (a “Creating Party”) owns and retains all intellectual property rights in and to all of the Creating Party’s works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, “Creating Party’s IP”). The Creating Party’s IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by Company pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer Company’s intellectual property, and (iii) do not negatively impact the security or integrity of any of Company’s equipment, or the integrity or implementation of the Services. Each party’s limited right to use the other party’s intellectual property as described herein automatically terminates upon the termination of this Agreement.

9) TERMINATION.

a) Without Cause. The Company may terminate this Agreement or any Statement of Work if any proceeding under the Bankruptcy Act is commenced by or against the Client, if the Client becomes insolvent or makes any assignment for the benefit of its creditors, for non-payment of fees, or illegal activity as defined in paragraph 10.

b) Consent. The parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time, with ninety (90) days' prior written notice. The Client may retain the Equipment provided under the Service Plan if the balance due under the Agreement is paid as stipulated above.

c) Default. Either party may terminate this Agreement or any Statement of Work for any reason by providing the other party with ninety (90) days' prior written notice. Notwithstanding the foregoing, either party may terminate this Agreement or any Statement of Work immediately upon written notice in the event of (a) non-payment by the other party of any undisputed amount when due, or (b) a material breach of this Agreement or any Statement of Work by the other party that, by its nature, is not capable of cure or, if capable of cure, is not cured within ten (10) days after written notice of such breach. Default includes the event when a proceeding under the Bankruptcy Act is commenced by or against the Company or the Company becomes insolvent or makes any assignment for the benefit of its creditors.

d) Equipment Removal. Subject to paragraph 8 a, b, and c, upon termination of this Agreement for any reason, Client shall provide Company with access, during regular business hours, to Client’s Premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment, if any, from such Premises within fifteen (15) business days.

e) Transition. In the event this Agreement is terminated for any reason whatsoever, all Client data, if any, held by Company shall be returned to the Client in a commercially reasonable manner and time frame, not to exceed fifteen (15) calendar days following the date of the Client's request for the return of such data by Client. The data shall be returned in comma-separated values (CSV) format, unless another industry-standard format is mutually agreed upon by the parties. Backups, not limited to emails, calendar, contacts, and general data, if protected by Trinity Networx's proprietary backups, are destroyed in the event of notice to terminate or failure to pay. If Client

requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid to Company in full prior to Company providing its assistance to Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront amounts to be paid to Company as agreed upon between the parties. Company shall have no obligation to store or maintain any Client data in Company's possession or control beyond fifteen (15) calendar days following the termination of this Agreement. Company shall 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, Company's deletion of Client data beyond the time frames described in this Section.

f) Impact. Termination of a Statement of Work shall not act as a termination of any other Statement of Work or as a termination of this Agreement as a whole. Termination of this Agreement, however, shall act as a termination of all Statements of Work then pending, unless the parties agree otherwise in writing.

g) No Liability: Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's goodwill or business.

h) Bankruptcy: In the event a proceeding under the Bankruptcy Act is commenced by or against the Company or the Company becomes insolvent or makes any assignment for the benefit of its creditors, this agreement or any Statement of Work terminates.

10) INSURANCE. Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers' compensation and general liability. The company agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence, a bodily injury liability policy with a limit not less than \$250,000 per person, and a property damage liability policy with a limit not less than \$100,000. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of California. The Client shall ascertain that insurance coverage is in force for physical damage (example: fire, theft, etc.) for an amount that is not less than the full insurable value of the Company's hardware and property installed on the property, and providing for loss payable firstly to the Company for Company-owned Equipment. The Company shall also be named as an Additional Insured on the Client's insurance policy. The value of the Company's hardware and property to be provided to the Client by the Company. Client shall provide a copy of insurance coverage to Company for approval, and said evidence of insurance coverage will be kept together with the Client Agreement.

11) ILLEGAL ACTIVITIES. Client may not use the Company server, Equipment, or services in any way to infringe on the intellectual property rights of others. This includes, but is not limited to, selling products that cannot be legally sold and shipped within the United States, distributing information that primarily describes illegal activities, attempting to gain unauthorized entry to any

computer system, or distributing information describing how to do so, or to perform any other illegal activities.

Client further agrees that all software stored on Company Equipment will be fully licensed and legal from its respective software company.

The distribution of SPAM, or unsolicited bulk emails, is prohibited by law and will not be permitted. Client agrees it will not violate any provincial or federal legislation, including, but not limited to, Human Rights legislation.

Client further agrees that it will not use Company Equipment or services to publish, distribute, endorse, or encourage anything of a pornographic, discriminatory or violent nature.

If Company believes, at its sole discretion acting reasonably, that Client is using Company Equipment or services for any illegal activities, Company has the right to terminate its services immediately and pick up its Equipment.

12) UPTIME; REPORTING; REMEDIES.

a) Uptime. Company warrants and represents that the Services shall be available to Client in any relevant Statement of Work (“Uptime”), except during Scheduled Downtime (defined below), or due to client-side downtime (described below) or when outages or issues occur due to a force majeure event.

b) Scheduled Downtime. For this Agreement, Scheduled Downtime shall mean those hours, as determined by Company, but which shall not occur between the hours of 8 AM and 5 PM Monday through Friday without Client’s authorization or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use its best efforts to provide Client with at least forty-eight (48) hours of notice before scheduling Scheduled Downtime.

c) Client-Side Downtime. Notwithstanding any provision to the contrary, Company shall not be liable or responsible for any delay, interruption, failure, or deficiency in the performance of the Services arising out of or resulting from any act or omission of Client, including without limitation (a) Client’s failure to make timely payments to any third-party vendors or service providers upon which the Services depend; (b) downtime, suspension, or degradation of any third-party systems, applications, or services used, maintained, or procured by Client, including but not limited to Internet Service Providers, messaging or collaboration platforms (such as Slack or similar), Customer Relationship Management systems, accounting or payroll applications, or cloud service platforms such as Google Cloud, Microsoft Azure, or Amazon Web Services; or (c) any configuration, access, or connectivity issue within Client’s environment. In the event of any such delay or deficiency, Company shall be entitled to an equitable extension of any applicable performance period, milestone, or delivery deadline, as Company reasonably deems necessary, and shall incur no liability or penalty therefor.

d) Reports. Upon Client’s written request, Company shall make available to Client service reports for the prior calendar month. If Company failed to adhere to its Uptime commitments as described in paragraph (a) above, the relevant monthly report shall state (i) the time period in which the uptime requirement was not met, and (ii) the reasons (if reasonably known to Company) why the Uptime requirement was not met.

e) Remedies; Limitations. Notwithstanding any provision to the contrary, except for the Startup Exception (described below), if Company fails to meet its Uptime commitment in a given calendar month, then upon written request from Client, Company shall issue Client a credit in an amount equal to the period of time of the outage. All requests for credit shall be made by Client no later than thirty (30) days after Client either (i) reports the outage to Company, or (ii) receives the monthly report showing the outage. Further, if Company fails to meet its Uptime commitment on ten (10) or more occasions over the course of a three (3) contiguous month period, Client shall have the right to terminate this Agreement immediately for cause by providing Company with written notice of termination, with no further liability to Company whatsoever. The remedies contained in this paragraph are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to Client for Company's failure to meet any service level during the term of this Agreement.

f) Exemption. The parties acknowledge and agree that for the first thirty (30) days following the Effective Date, the Uptime commitment described in this Section shall not apply to Company, it being understood that there may be unanticipated downtime or delays due to Company's initial startup activities with Client (the "Startup Exception").

13) CONFIDENTIALITY.

a) Defined. For this Agreement, Confidential Information shall mean any and all non-public information provided to Company by Client, including but not limited to Client's customer data, customer lists, internal Client documents, and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of Company, (ii) was developed independently by Company, or (iii) is or was lawfully and independently provided to Company before disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) Use. The Company shall keep Client's Confidential Information confidential. It shall not use or disclose such information to any third party for any purpose except (i) as expressly authorized by Client in writing, or (ii) as needed to fulfill Company's obligations under this Agreement. If Company is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then Company shall ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.

c) Due Care. Company shall exercise the same degree of care with respect to the Confidential Information it receives from Client as Company takes typically to safeguard and preserve its own confidential and proprietary information, which in all cases shall be at least a commercially reasonable level of care.

d) Compelled Disclosure. If Company is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, or similar process) to disclose any of the Confidential Information, Company shall immediately notify Client in writing of such requirement so that Client may seek a protective order or other appropriate remedy and/or waive Company's compliance with the provisions of this Section. The Company will use its best efforts, at Client's expense, to obtain or assist the Company in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, Company may disclose, without liability hereunder, that portion (and only that portion) of the Confidential

Information that Company has been advised by a written opinion of counsel reasonably acceptable to Company that it is legally compelled to disclose.

14) ASSIGNMENT.

a) Agreement. This Agreement or any Statement of Work may not be assigned or transferred by Company without the prior written consent of the Client. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.

b) Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.

c) No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

d) Merger. This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptions of Services to be provided and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.

e) Force Majeure. Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of Company.

f) Amendment. No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification refers explicitly to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.

g) Time Limitations. The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within one (1) year after the cause of action accrues or the action is forever barred.

h) Severability. If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction. In that case, such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.

i) Other Terms. Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed.

15) GOVERNING LAW; VENUE. This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the County of San Bernardino, California. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and local courts in the County of San Bernardino, California, for any and all claims and causes of action arising from or related to this Agreement.

16) ADDITIONAL TERMS AND CONDITIONS.

a) Non-Solicitation. Client acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. If Client violates the terms of the restrictive covenants in this Section (16a), the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with Client (including any signing bonus).

b) No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

c) Usage in Trade. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

d) Business Day. If any time period outlined in this Agreement expires on a day other than a business day in Ontario, California, such period shall be extended to and through the next succeeding business day in Ontario, California.

e) Notices. Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, when receiving party's email system confirms receipt into their email tenant or account to the user's emails determined in the opening paragraph of this Agreement, or to such other email(s) as the parties may designate from time to time

f) Independent Contractor. Each party is an independent contractor of the other, and neither is an employee, partner, or joint venture of the other.

g) Subcontractors. The Company may subcontract part or all of the Services to one or more third parties, provided, however, that the Company shall be responsible for, and shall guarantee, all work performed by any Company-designated subcontractor as if the Company performed such work itself. Notwithstanding the foregoing, Company shall not delegate or subcontract any Services that are expressly designated as being non-delegable by Client on a statement of work.

h) Counterparts. The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

17) GENERAL PROVISIONS.

a) Passwords. Client acknowledges that Trinity Networx may need access to any and all systems and resources to perform its duties under this contract. As such, Trinity Networx must have access to any and all passwords necessary to perform duties under this agreement.

b) This AGREEMENT is subject to change without notice, and the current version can be found at <https://www.trinitynetworx.com/TN-terms/>.

18) THIRD-PARTY PROVIDER(S). To enhance the Service Offerings provided to the Client, Trinity Networx may use third-party providers for certain services. In addition to Trinity Networx, Client MAY BE legally bound to the third-party provider's Terms and Conditions. The third-party provider and link is available at our website at <https://www.TrinityNetworx.com/thirdparty-terms/>. Client may also be subject to any other agreements and documents presented by the third-party provider that are required to provide the services, each as amended by the third-party provider from time to time.

Schedule “A”

SimpleIT™ Service Plan Sign-up

Terms and conditions

1. Trinity Networkx has the right to determine whether a call can be resolved remotely or on-site.
2. Trinity Networkx has permission to capture asset information for supported stations.
3. Changes to the agreement may be arranged with at least 30 days' notice before the start of the next billing cycle.
4. On-site support is available at the agreed business workplace of [Organization name (organization name)] in [Organization address (organization address)]. Additional hourly charges may apply for on-site support at a location other than the business workplace.
5. The contract cannot be used and/or is not eligible for project work or consulting services. Projects and consulting services are subject to our hourly rate.
6. Emergency issues requiring immediate attention will be communicated to the client by email and/or phone. If an immediate response and/or approval are not received within 24 hours, an hourly rate will be applied to any work related to the ensuing failures or outages.
7. Stations not included in the support agreement are subject to our hourly rate.
8. Work completed before or after regular business hours is subject to our hourly rate. Business hours are Monday to Friday, 8:00 to 5:00, and do not include US statutory holidays.
9. Trinity Networkx cannot be held responsible for the following items:
 1. Loss of data
 2. Loss or physical damage to any computer system or hardware
 3. Infringement of any type to any local or network station (hacking, phishing, etc.)
 4. Stations are being harmed by a virus, spyware, hijack or any cyber-attack.
10. Full access to any network peripheral or workstation will be given to Trinity Networkx on request.
11. Trinity Networkx assumes that the Client's existing server and equipment are appropriately licensed.

Payment Schedule

Trinity Networkx requires that all Managed Services, hardware, and software sales be paid in advance via electronic fund transfer. SimpleIT™ payments are due and processed on the first of the month. This includes any Hardware as a Service (HaaS), Software as a Service (SaaS), equipment rentals, remote monitoring and patch management, remote support, or other licensing and hosted services as required. Project labor is to be paid in installments: 50% due at the start of the project, with the remainder paid on schedule. The schedule is based on the completion of stages.

Annual Inflation Adjustment

Services listed are subject to a 9% annual increase, effective on the anniversary of the commencement date of this agreement. Any price increase from third-party vendors (e.g., Microsoft) will take effect immediately and be prorated as prices increase.