

INFORMATION TECHNOLOGY SERVICE AGREEMENT

This *Information Technology Service Agreement* (“**Agreement**”), effective the date executed below, is between Gigawatts Media LLC, a Kentucky Limited Liability Company, doing business as The Tech Mentor (“**Tech Mentor**”/“**Us**”), and you, as signed below (“**Client**”/“**You**”).

The parties agree as follows:

- 1. Scope of Services.** We shall provide the technology services (“**Services**”) as described in the *Service Terms* attachment.
- 2. Compensation.** In consideration for the Services provided by us, you will pay us the “**Total Fee**” amount listed in the *Service Terms* for the chosen Services.
- 3. Expenses.** You will reimburse us for all “**Expenses**” pre-approved by you in writing and any additional expenses (if any) described in the Service Terms. Expenses are not included in the Total Fee.
- 4. Invoices.** Tech Mentor will invoice you upon the completion of Services, or on a monthly basis for ongoing Services (“**Invoice**”). All invoices are payable upon receipt.
- 5. Payment.** Payments shall be paid and delivered to Tech Mentor in the full amount upon receipt of an Invoice. Payments may be made by cash, check, credit card, or ACH payment. A \$25 fee will be added for any returned checks.
 - a. Late Fees and Collections.** Invoices not paid after 30 days will incur a 1.5% late fee per month (or as limited by law). You will pay for any reasonable costs incurred (including attorney’s fees) by us necessary to collect payment from you for unpaid invoices.
- 6. Termination.** Either party may terminate this Agreement by giving 30 days’ written notice. You will still be responsible for paying us for any Services rendered or expenses incurred through the date of termination. We will transfer any personal data to you and delete all copies of your data from our systems.
- 7. Confidentiality.** Both parties acknowledge that, to perform under this Agreement, each may be in possession of the other party’s proprietary or confidential information such as trade secrets, financial data, marketing strategies, provider data, and customer lists (collectively “**Proprietary Information**”). Proprietary information excludes information that a) was known to the receiving party prior to this Agreement, b) is public knowledge not due to the receiving party’s unauthorized disclosure, or c) becomes available to the receiving party on a non-confidential basis.

The parties agree not to disclose, without consent, each other’s Proprietary Information with any third party and not to use the other’s Proprietary Information for any purpose other than as specified in this Agreement, unless required by law. The parties agree that their obligations for confidentiality of Proprietary Information in this provision shall remain in effect for the duration of this Agreement and for an additional two years following its termination.
- 8. Authorization to Access Data and Accounts.** You grant us permission to access personal accounts, passwords, and digital assets to implement administrative, physical and technical safeguards to protect your Proprietary Information. We ensure that all safeguards, including the manner in which information that can be used to identify, contact, or can be reasonably linked to you, including phone numbers, email addresses, home addresses (“**Personal Information**”) is collected, accessed, used, and stored comply with applicable data protection and privacy

laws, as well as the terms and conditions of this Agreement.

9. Proprietary Information After

Termination. Within 10 days after the termination of this Agreement, each party shall return to the other (or destroy with consent) all Proprietary Information of the other party in their possession. Additionally, within 10 days after the termination of this Agreement, each party shall revoke any physical or digital access to assets, accounts (such as web administration accounts or social media accounts), or information granted to the other party under this Agreement. No party shall be liable to the other for unauthorized access to the other party's assets, accounts, or information due to a party's failure to revoke access under this provision.

10. Indemnification. You indemnify and hold us harmless for any loss or liability arising out of

AGREED:

Tech Mentor
Gigawatts Media LLC

By: Cody Watts, *Owner*
Gigawatts Media LLC

Date: _____

this Agreement to the extent the loss or liability is not due to our own gross negligence or misconduct.

11. Limitation of Liability. For claims arising out of or related to this Agreement, each party's liability to the other shall be limited, to the fullest extent of the law, to an amount equal to three times the Total Fee and neither party shall be liable to the other for special, indirect, or consequential damages (including lost profits).

12. Other. This Agreement, and any attachments, are the entire agreement and supersede any prior understanding between the parties on this subject and may only be modified in writing signed by both parties. This Agreement is governed by the laws of Kentucky. Any invalid provision of this Agreement shall be modified to the limited extent necessary to allow enforcement, or, if not possible shall be severed with the remained left in full effectiveness.

Client

Signature

Printed Name

Date: _____