

Master Services Agreement / Standard Terms and Conditions

The following terms and conditions govern Envolve Technical Solutions, LLC's ("ETS") provision of ETS's network, remote services and software, backup solutions, and all other ETS services ("Service") to the company or individual ("Customer"), together (the "Parties") as described on the Service Order Form ("Order"). The term Service is limited to the software and professional services provided by ETS to facilitate ETS Services and does not include any equipment, facilities, programming or software not owned by ETS.

Article 1. Term and Termination

The Term commences on the Billing Commencement Date as specified below and continues for one year (or as otherwise specified on the Service Order Form(s)) from the Effective Date. The initial Term shall automatically renew for one-year renewal periods, or as otherwise specified on the Order form, absent contrary written notice provided at least thirty (30) days in advance. Termination for cause by ETS may occur upon: (a) unremedied material breach by Customer of any term herein or in any attached document after thirty (30) days written notice; (b) Customer's failure to function as a going concern or operate in the ordinary course; or (c) breach of the confidentiality restrictions in Article 7. Exiting from ETS will incur billable labor time to remove any software from any/all systems/devices including service fee's for onsite visits if applicable. Either Party may terminate the Service by providing written notice to the other Party at least thirty (30) days prior to the requested termination date; provided, however, that such termination shall not affect Customer's obligations hereunder, including payment of Fees for all Services rendered prior to termination and payment of all applicable Cancellation Fees. Except where early termination occurs due to breach by one of the parties, lack of agreement on new pricing or Force Majeure, if Customer terminates Services or this Agreement prior to end of the Term, Customer shall pay to ETS all amounts then due and unpaid plus one hundred (100) percent of the amount Customer would otherwise have had to pay to ETS over the remainder of the Term for each current Service Order ("Cancellation Fee"), calculated based on the remaining number of months of the Term, at the monthly rate shown on each current Service Order form. Customer will not be liable for Termination charges if Services of the same or greater monthly base price are purchased at the same time as the notice of termination is received. The cancellation fee also applies, at ETS's election, upon its termination of this Agreement for Customer's material breach, without any offset or mitigation of damages required therefore. Customer agrees to pay any Cancellation Fee within ten days of any specified early termination event. Customer acknowledges that such Cancellation Fee is not a penalty but is in the nature of liquidated damages.

Article 2. Fees and Invoicing.

Base prices, rates and payment terms shall be as set forth on the Service Order Form(s), as well as the costs of third-party services or products including increases thereto, purchased by ETS on the Customer's behalf at Customer's request (collectively, the "Fees"). **Setup/startup fees are nonrefundable.** Onboarding and installation will be free unless having to uninstall conflicting software or asked to perform tasks outside of this scope and will be charged at \$150 an Hour and anything in-between will be bill in increments of 15-minute sessions.

For devices falling under the gold or platinum plan the term Maintenance does not include free remote or onsite support for adds, moves, or changes. Once a device has been onboarded, it is then classified as under ETS maintenance. Maintenance support is only free during standard business hours of 8am-5pm. Project labor will always be at \$150 an Hour. Hourly rates vary outside of business hours. Remote after-hours support will be billed at \$250 an Hour and onsite after-hours support will be billed at \$330 an Hour. Short term emergency service regardless of onsite or remote support any time of the day will be billed at \$330 an Hour.

Add-move-change explained more: If something is installed and working, then it is covered. If anything goes wrong, we will fix it for no additional charge during normal business hours. If it breaks again, we'll fix it again. If something needs to be installed, that labor is billable. Why? Because it is not maintenance, it is an add or a change. As soon as the installation is complete and successful, that software is now covered. If something goes wrong, we'll fix it for free. To give an example: Let's say you want ETS to install QuickBooks on a computer. That installation is billable because it is an addition. As soon as the installation is successful and QuickBooks opens, then it is covered. From then on, all "maintenance" or support for QuickBooks on that machine is covered. Removal of any software/hardware is considered a change and is billable time.

Dispatch/service fees will be assessed on all onsite visits outside a 10-mile radius from the dispatch location. A dispatch fee of \$25 will be assessed for any location between 11-25 miles from the dispatch location. Any location above 25 miles up to 80 miles, will be assessed with a \$25 dispatch fee, plus an automatic 1-hour professional service fee appropriate to time of dispatch (see professional service rates above). Anything above 80 miles will be assessed on a case by case basis.

Fees shall be invoiced together with any applicable sales, use or other taxes one month in advance of when the Services are to be provided. Automated payments will be initiated up to 5 business days prior to the first day of the month for which the Service is to be provided. Customer agrees to pay all charges incurred. Payment shall be made in U.S. Dollars. Charges shall be due and payable prior to the first of each month for that month's Service, whether or not an invoice is received. Customer shall provide ETS with automated payment information, either bank routing and account or credit card information as changes occur from time to time. Late payment fees equal to 5% of the unpaid balance due shall be assessed on all amounts not paid within thirty (30) days of the invoice date. Unless otherwise stated on the Service Order, setup fees and fees for the first month of Service are due and payable upon execution of the Order.

Customer is responsible for, and shall pay any applicable federal, state, municipal, local, or other governmental sales, use, excise, value-added, personal property, public utility, or other taxes, fees, or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices. If Customer is exempt from payment of such taxes, Customer shall provide ETS with documentation attesting to tax-exempt status. Tax exemption will only apply from and after the date ETS receives the tax-exempt documentation. Customer agrees that failure to pay all fees then due and owing constitutes a material breach and default of this Agreement. ETS may, without additional notice, suspend performance or provision of the Service or terminate this Agreement for late or nonpayment of Fees and Customer shall be liable for any attorney's or collection agency fees incurred by ETS in connection therewith. If Customer is delinquent in its payments ETS may, upon written notice to Customer, modify the payment terms to require full payment before the further provision of any Services or require other assurances to secure Customer's payment obligations hereunder. ETS shall provide Customer, at its request, with a schedule of any fees for additional services not covered in the Sales Order Form. ETS may price such additional services in its sole discretion. Any Services upgrades requested by Customer may result in additional fees or other charges. ETS may price such additional Service in its sole discretion. Any Service upgrades requested by Customer may result in additional fees or other charges. ETS may reclassify service levels, revise product or Service descriptions, or modify published prices. ETS will give thirty (30) days written notice of any change in base prices. If the Parties fail to agree within fourteen (14) days before the date of the effective reclassification or modification of such Services or prices, either Party may terminate this Agreement without liability therefore except for accrued Fees. Customer shall otherwise be responsible for Service fees according to the new base prices for Services installed.

Article 3. Billing Commencement.

Billing for ETS Service Fees commences upon the earliest of (a) execution of new service orders or (b) activation of the ordered Service.

Article 4. ETS Warranty and Disclaimer.

ETS will make every commercially reasonable effort to deliver a high-quality Service to Customer. Unless otherwise specified by ETS in writing, Customer is purchasing a best effort Service, "as is" with no performance or reliability warranty either expressed or implied. Customer's sole and exclusive remedy for breach of the above warranty or any claim related to the Service shall be repair or replacement of the Service in accordance with the Service description, Service Level Agreement, or termination. For equipment provided by ETS, ETS's responsibility shall be strictly as set forth in the agreements covering such provisioning, and if none, then all such responsibility and any representation or warranty, is hereby expressly disclaimed, whether express or implied, to the maximum amount allowed by law.

WITH RESPECT TO THE SERVICES, ANY EQUIPMENT OR SERVICE ARE PROVIDED BY ETS "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. ETS DOES NOT WARRANT UNINTERRUPTED USE OF THE EQUIPMENT OR SERVICE. ETS DOES NOT WARRANT THAT ANY DATA OR ANY FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN

UNCORRUPTED FORM OR WITHIN A REASONABLE TIME. ANY EQUIPMENT AND/OR THE SUBJECT MATTER OF THIS AGREEMENT, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Article 5. INDEMNITIES.

Customer shall indemnify and save ETS harmless from and against all loss, liability, damage and expense, including reasonable attorney's fees, caused by Customer's officers, employees, agents, vendors or contractors arising from claims or demands: (a) for damages to property or for injury or death to persons, including without limitation any disability, death or Worker's Compensation benefits; (b) arising from data transmitted, received or stored on or over ETS's network; (c) for any damages or loss incurred directly by ETS as a result of a failure of any Customer provided equipment installed within ETS's facilities or on Customer's premises, including, but not limited to, failures resulting in fire, electrical malfunction, and heat and/or water damage, even when such Customer provided equipment was installed with the permission or assistance of ETS; (d) of infringement of a third party's proprietary rights based on any information, materials or access to property provided by Customer; or (e) arising out of or relating to the conduct of Customer's business, including without limitation, claims by any customer or end user of Customer's products or services, and claims relating to the acquisition or use by Customer of any product or Services to be provided under this Agreement.

Article 6. Confidentiality.

In connection with this Agreement, the Parties may obtain information of the other Party that is confidential or proprietary in nature ("Confidential Information"). With respect to ETS, such Confidential Information shall include, without limitation: (a) any specifications, protocols, router configuration syntax and routing data and tables related to its remote management technology and network services; (b) any processes, methods, ideas, techniques, drawings, works of authorship, inventions, knowhow, software, algorithms and formulae related to the products or Services of ETS; (c) information concerning research, development, financials, procurement, customer lists, investors, employees, third party relationships, forecasts and marketing plans of ETS; (d) Specific pricing information related to the Service; (e) any other information or material that is proprietary to ETS; and (f) any other information that is marked confidential, restricted, proprietary or with a similar designation. Such information shall be deemed Confidential Information, whether or not described as such at the time of communication. The Parties agree: (i) to take all reasonable steps necessary to maintain the confidentiality of any such Confidential Information and not to disclose such Confidential Information without the other Party's prior written consent; (ii) to not use or copy any Confidential Information for any purpose other than in direct furtherance of the purposes of this Agreement; and (iii) that their obligations under this Section 5 shall survive the termination of this Agreement for a period of three years. Notwithstanding the foregoing, each Party's confidentiality obligations shall not apply to the extent that disclosed Confidential Information: (1) is already known to the other Party without an obligation of confidentiality; (2) becomes publicly available through no fault of the other Party; (3) is received from a third party rightfully and without restriction; (4) is independently developed without exposure to the Confidential Information; or (5) is required to be disclosed by law, provided the nondisclosing Party is provided reasonable notice prior to the disclosure and the disclosing Party reasonably cooperates in any attempt by the nondisclosing Party to quash the legal requirement or otherwise prevent disclosure of its Confidential Information through legal means. The terms and conditions of this Agreement shall be deemed to be Confidential Information except that ETS may disclose and list Customer as a customer of the Service in connection with ETS's advertising, publicity and promotion of the Service.

Article 7. Express permission

To provide support via Remote Access, we need permission. This permission can be granted by signing the Billing Agreement. The permission is explicitly and contains permission for the Envolve support engineer to gain remote access and make necessary changes on the device on which you guarantee to be the owner or that is within your management. By agreeing with the use of Remote Access software, you give Envolve your permission to watch on your screen and take control of your computer. You give Envolve permission to create an administrator account for the Envolve support engineer to login to your machine without needing your password. Envolve will

only perform activities related to the issue reported, unless otherwise agreed upon. The permission is granted under certain conditions:

(a) Remote support preferably takes place through tools that you can watch. You can see exactly what the support engineer is doing, and you can learn from this as well. It is possible to resolve most issues without you being present by accessing the computer administrator account we create, but we would prefer if you were there to watch how we fix any issues reported. (b) Envolve will only install or remove software with prior permission granted by you or your company.

Article 8. General.

A. Parties may assign this Agreement to a parent company, assigns or an affiliate. Customer shall provide ETS with thirty (30) days' notice prior to such assignment.

B. The Parties will not be responsible for performance of its obligations hereunder where delayed or hindered by war, riots, embargoes, strikes, or other concealed acts of workmen (whether of ETS or others), casualties, accidents or other occurrences beyond ETS's control (Force Majeure). ETS shall notify Customer in the event of any of the foregoing occurrences. Should such occurrence continue for more than sixty (60) days, ETS or Customer may cancel the affected Services with no further liability.

C. ETS may, in its sole discretion, interrupt Services and retake possession of Services and Devices, before, during or after action to recover sums hereunder, retain all payments made hereunder, and recover charges and costs owed by Customer as well as any other damages ETS may have sustained because of Customer's default. "Default" shall mean where Customer becomes subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within ten (10) days after written notice to remedy any breach of this Agreement.

D. This Agreement shall be governed by the laws of the State of Colorado. Any legal action arising out of failure, malfunction or defect in Services shall be brought within one (1) year of the occurrence or is deemed waived. Any and all actions shall be brought in the appropriate court system in the State of Colorado.

E. This Agreement may not be modified except by written amendment or exhibit by the parties. No agent, employee or representative of ETS or Customer has authority to bind the parties to any representation or warranty unless such is specifically included in this Agreement, the Order, or written amendments thereto.

F. Notice addresses and contacts shall be as shown on the Service Order or as changed in writing from time to time by the Parties. Notice to the Parties of disputes arising under this Agreement shall be sent in writing by regular mail or by email to the notice address.

G. Customer is responsible for assessing its own need for property, casualty, and liability insurance and shall obtain such insurance as Customer sees fit. Customer shall bear the risk of loss to its own equipment and agrees to not make any claims against others for any property loss.

H. Should any part or portion of the Agreement be found invalid; the balance of the provisions shall remain unaffected and shall be enforceable.

I. It is understood and agreed by the parties hereto that this Agreement constitutes the entire Agreement between the parties and supersedes any and all agreements previously made. Each party hereby specifically advises the other that any representations inconsistent with these Standard Terms and Conditions contained herein made by any officer, agent or employee are wholly unauthorized and specifically repudiated.