Client Agreement

Version 2.3 – Updated 10/18/2026

You have asked to retain Waldron Digital LLC ("Waldron Digital," "we," "us," or "our") to provide you ("Client," "you," or "your") with information technology management, helpdesk, and computer consulting services for your business and/or personal needs. This Client Services Agreement ("Agreement") sets forth the rights and obligations of each party regarding the products and services to be provided by Waldron Digital LLC for your benefit. This Agreement will become effective upon the earlier of: (a) your written or electronic acceptance of this Agreement, (b) your request for and our commencement of services, or (c) our receipt of payment for our products or services. Any time spent on systems or computer services for your benefit will be billed to you according to the terms contained herein.

The terms of this Agreement are as follows:

1. **Support Plans & Engagement Options:** You have the option to engage Waldron Digital LLC for monthly, recurring support or on a pay-per-use basis. The available options, pricing, billing increments, system allotments, and plan disclosures are set forth on the Monthly Support Plans Listing on our website at https://waldrondigital.com/pricing, all of which are incorporated into this Agreement by reference.
   Monthly support plan fees are non-refundable and are payable whether or not you use all of the hours allocated for the month under your selected plan; unused hours do not roll over to subsequent months. Enrolling in a monthly

support plan allows you to lock into a discounted hourly rate during the term of your engagement with Waldron Digital LLC. Any time spent by Waldron Digital LLC in excess of your plan’s allocated monthly hours shall be billed to you on the monthly invoice immediately following the month in which the excess hours were provided.

2. **Invoicing & Payment Terms:** Waldron Digital LLC shall send you an invoice each month during the term of this Agreement. Payments are due within thirty (30) days of the invoice date (or on or before the last day of each month for services provided in the previous month, as stated on your invoice). Monthly support plan fees, additional hourly services, system overage fees, and any reimbursable costs incurred on your behalf will be billed to you on a monthly basis.
3. **Reimbursable Costs & Expenses:** In addition to monthly support fees and/or hourly fees, you will also be billed for all reasonable costs and expenses incurred in connection with providing your systems and computer services. Examples of such costs include excess travel or fuel charges, after-hours/overtime fees, and client computer/office equipment, hardware, licensing, and software. Although Waldron Digital LLC may elect to advance these costs on your behalf, you may be required to pay directly or prepay any expense in excess of $100.00. All billable costs advanced by Waldron Digital LLC shall be billed to you on the monthly invoice immediately following the month in which the costs were incurred.
4. **Default & Cure Period:** In the event that payment is not received from you within thirty (30) days after the date of invoice, your account shall automatically be deemed in default. In the event of default, you are required to cure all payment defaults within ten (10) days. If your payment

default is not timely cured, Waldron Digital LLC shall have the right, without liability, to suspend services and/or terminate its obligations under this Agreement.

5. **Invoice Review & Waiver of Objections:** If in any month you do not receive an expected invoice, please notify us promptly. Please review your invoices carefully immediately upon receipt. Any objections or disputes you may have regarding our billing must be communicated to us in writing within twenty (20) days of the date of the applicable invoice or statement; otherwise, all objections to such charges shall be deemed waived and the invoice shall be deemed final and accurate.
6. **Late Payment & Finance Charges:** Any unpaid balance of fees and costs not paid when due is subject to FINANCE CHARGES at the ANNUAL PERCENTAGE RATE of eighteen percent (18%) per annum, which corresponds to a monthly periodic rate of 1.50%, or the maximum rate permitted by applicable California law, whichever is less.
7. **Disclaimer of Warranties & Limitation of Liability:** WALDRON DIGITAL LLC HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL WALDRON DIGITAL LLC BE LIABLE FOR: (A) ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL; OR (B) ANY DAMAGES, COSTS, OR LOSSES WHATSOEVER (WHETHER DIRECT OR INDIRECT) ARISING OUT OF OR RELATING TO NETWORK INTRUSION, UNAUTHORIZED ACCESS, RANSOMWARE, MALWARE, PHISHING, CYBERATTACK, THIRD-PARTY SOFTWARE OR HARDWARE FAILURES, OR LOSS OR CORRUPTION OF DATA OR INFORMATION. IN ANY EVENT, WALDRON DIGITAL LLC’S

TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE EXPRESSLY LIMITED TO THE TOTAL AMOUNT OF SERVICE FEES ACTUALLY PAID BY YOU TO WALDRON DIGITAL LLC (EXCLUDING HARDWARE, SOFTWARE, AND THIRD-PARTY COSTS) WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.

8. **Force Majeure & Emergency Response Priority:** Waldron Digital LLC shall not be responsible or liable for any losses, costs, damages, or expenses incurred by you resulting from any flood, fire, earthquake, severe weather, terrorist act, civil unrest, power or telecommunications outage, ISP or cloud provider failure, access delays, access interruptions, pandemic, epidemic, non-delivery or mis-delivery of data, data loss, theft, Acts of God, or any other accident or incident beyond its reasonable control. In the event of an emergency arising from such events, Waldron Digital LLC shall be limited in its response to your requests for services under this Agreement. In such cases, customers enrolled in the Enterprise Tier shall be given first priority for emergency computer services, followed in order by the Advanced Tier, the Standard Tier, and the Basic Tier. Pay-per-use customers are not eligible for emergency computer services. While Waldron Digital LLC will use its best efforts to timely and efficiently provide support services to its customers during local emergency situations, not all customers will be serviced on an immediate basis. You acknowledge and agree that in the event of a local emergency or Act of God, there is no expectation or guarantee under this Agreement of an immediate response (including within seventy-two (72) hours) for your systems needs.
9. **Termination:** Either party may terminate this Agreement at any time upon written notice to the other party, and

Waldron Digital LLC reserves the right to terminate this Agreement immediately at any time with or without cause. Upon any termination, you shall remain responsible for paying all fees for services rendered, monthly support plan fees for the then-current billing cycle (which are non-refundable and non-prorated), and all reimbursable costs incurred through the effective date of termination.

10. **Successors & Assigns:** This Agreement shall be binding and conclusive upon and inure to the benefit of the respective parties hereto and their permitted successors, heirs, assigns, executors, administrators, and legal representatives.
11. **Governing Law & Exclusive Venue:** This Agreement shall be deemed to be made in the State of California and shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The parties to this Agreement agree that any action or proceeding arising under or relating to this Agreement shall be venued exclusively in an appropriate state or federal court located in Ventura County, California, and that such court shall have exclusive jurisdiction and venue for any such adjudication.
12. **Attorneys' Fees & Costs:** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement (including any arbitration, litigation, collection action, or otherwise), the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
13. **Severability:** The invalidity or unenforceability of any particular provision (or portion thereof) of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or

modified to the minimum extent necessary to make it valid and enforceable.

14. **Entire Agreement, Modification & Electronic Acceptance:** Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein (including the incorporated Pricing Page terms), and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement by the Client will be effective only if it is in writing and signed by an authorized representative of the party to be charged. Waldron Digital LLC may update or modify this Agreement from time to time upon thirty (30) days' written or electronic notice (including notice via email or invoice), and your continued use of our services or payment of an invoice following such notice shall constitute your binding acceptance of the updated Agreement. Each of the parties to this Agreement represents and warrants that they have not relied upon any statement, promise, representation, or warranty in entering into this Agreement other than those expressly contained herein. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement may be executed in counterparts or accepted electronically (including via electronic signature, email confirmation, continued use of services, or payment of an invoice), each of which shall be deemed an original and fully binding.