

# Client Agreement

You have asked to retain our company to provide you with information technology management, helpdesk and computer consulting services for your business and/or personal needs. This agreement ("Agreement") sets forth the rights and obligations for each of us regarding the services to be provided by Waldron Digital LLC for your benefit. This Agreement will become effective upon receipt of payment for our products and services. Any time spent on systems/computer services for your benefit will be billed to you according to the terms contained herein.

The term of our representation are as follows:

1. You will have the option to engage Waldron Digital LLC for monthly, recurring support or on a pay per use basis. The available options and pricing are set forth on the Monthly Support Plans Listing on our website at <https://waldrondigital.com/pricing>.

The amounts due under each respective support plan are payable whether or not you use all of the hours allocated for the month under the particular chosen plan. The plan allows you to lock into the best hourly rate for the term of the engagement with Waldron Digital LLC. Any time spent by Waldron Digital LLC in excess of the plan's allocated hours for the month shall be billed directly to the client on a monthly basis, and billed to the client on the invoice following the month that excess hours were provided to the client.

2. Waldron Digital LLC shall send you an invoice each month

during the term of this Agreement. Payments shall be made on or before the last day of each month for services provided in the previous month. Support plan fees, additional hours spent on your matters, along with any costs incurred thereof, will be billed to you on a monthly basis.

3. In addition to the monthly support fees and/or hourly fees, you will also be billed all costs incurred and associated with providing you system/computer services. Examples of some expected costs are excess fuel charges, overtime fees, client computer/office equipment, hardware and software. Although Waldron Digital LLC may advance these costs, you may be required to pay directly any costs in excess of \$100.00. All billable costs shall be billed directly to the client on a monthly basis, and billed to the client on the invoice following the month that the costs were incurred by Waldron Digital LLC.
4. In the event that payment is not received from you within thirty-days after the date of invoice, your account shall automatically be deemed in default. You are required to cure all defaults within ten-days in the event of being automatically deemed in default. In the event that your default on payments due to Waldron Digital LLC has not been timely cured, Waldron Digital LLC has the right to terminate its obligations under the Agreement.
5. If in any month you do not receive a bill, please let us know. Please review your bills carefully immediately upon receipt. Any objections you may have to our billing must be communicated to us in writing within twenty (20) days of the date of each statement. Otherwise, all objections to our charges will be deemed waived.
6. Your unpaid balance of fees and costs are subject to FINANCE CHARGES at the ANNUAL PERCENTAGE rate of thirty (30%) per annum, which corresponds to a monthly periodic

rate of 2.50%.

7. Waldron Digital LLC hereby disclaims any and all warranties, whether expressed or implied, including without limitation, the implied warranty of merchantability or fitness for a particular purpose. In no event shall Waldron Digital LLC be liable for any incidental, consequential, special, and/or punitive damages (whether arising from contract, tort, or otherwise), including without limitation, lost profits, business interruption, network intrusion, ransomware, cyberattack, loss of information, or other such damages arising out of the use of Waldron Digital LLC for goods and services provided under this Agreement. In any event, Waldron Digital LLC's damages shall be expressly limited to the amount of moneys paid by you to Waldron Digital LLC in fees, within the past six months from the date of your claim.
8. Waldron Digital LLC shall not be responsible for any losses, costs, damages or expenses, incurred by you because of any flood, fire, earthquake, terrorist act, power outage, access delays, access interruptions, pandemics, non-delivery or mis-delivery of data, data loss, theft, acts of god or other accident or incident beyond its control. In the event of an emergency arising from such acts, Waldron Digital LLC shall be limited in its response to your request for services under the Agreement. In such a case, those customers under the Enterprise Tier shall be given first priority for emergency computer services, followed by customers under the Advanced Tier, then the Standard Tier, then 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 its support services to its customers under local emergency

situations, however, not all customers will be serviced on an immediate basis. You acknowledge that in the event of a local emergency or other act of god, there is no expectation under this Agreement to have an immediate response (within seventy-two hours) for your systems needs.

9. Waldron Digital LLC reserves the right to terminate this Agreement at any time.
10. This Agreement shall be binding and conclusive upon and inure to the benefit of the respective parties hereto and their successors, heirs, assigns, executors, administrators, and legal representatives.
11. This Agreement shall be deemed to be made in the State of California and shall be governed by the laws of the State of California. The parties to this Agreement agree that any action arising under this Agreement shall be venued in an appropriate court located in Ventura County, California, and that such a court shall have exclusive jurisdiction and venue for such adjudication.
12. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement (including any arbitration, litigation, or otherwise), the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled.
13. Invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
14. Each party to this Agreement acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not

embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged. 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 the promises, representations and warranties contained herein. The parties to this Agreement agree that the normal rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be employed in interpretation of this Agreement.