

TERMS AND CONDITIONS OF SERVICE

Namorgy Network Solutions LLC

Last Revision: 2019-02-13

Namorgy Network Solutions, LLC (“NNS”) is pleased that you have selected Us to provide the Services and Products for your IT needs. The terms “customer”, “licensee”, “client” and “you” refer to any consumer of NNS provided products and services.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY USING NNS SERVICES YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Terms and Conditions of service agreement governs your use of NNS products and services. This agreement includes and incorporates by this reference all the policies and guidelines referenced below. NNS reserves the right to change or revise the terms and conditions of this agreement at any time by posting any changes on their website <http://www.namorgy.com> and without further notice to customer. NNS will alert you to changes or revisions by indicating a last revision date at the top of this agreement as of the date it was revised. The changed or revised agreement will be effective immediately upon posting on this website. Your continued use of NNS products and services constitutes your acceptance of any such changes or revisions. NNS encourages you to visit this website often to review this agreement to ensure that you understand the terms and conditions. If you do not agree to this Terms and Conditions Agreement, you must immediately terminate your use of NNS products and services. Please print this agreement for your records.

1. PRODUCTS AND SERVICES

a. **Services.** NNS offers and provides the following services on an hourly basis on existing systems and on systems installed by NNS:

- IT Helpdesk Services
- Virus Remediation
- Printer Care
- PC Setup and Configuration
- Other IT services as needed

b. **Infrastructure Products.** NNS is able to purchase and install infrastructure products for your IT needs, including the following:

- Workstation and Server class computer systems
- Networking equipment
- Structured Cabling
- Surveillance Camera Systems
- VOIP phone systems
- Other IT Infrastructure Projects

2. RATES AND FEES

NNS has established standard billing practices

- a. **RATE:** Labor provided by NNS will be billed at \$120/hr during regular business hours, 8:00 AM to 4:00 PM Monday through Friday, and at \$240/hr after hours and on weekends and holidays.
- b. **MINIMUM BILLING:** A minimum of 15 minutes will be charged for any work performed remotely. A minimum of 2 hours will be charged for any work performed on customer location.
- c. **TRIP CHARGE:** A \$25 fee per trip will apply to any work performed customer location.
- d. **MATERIALS:** Any materials required to complete the scope of work will be billable and must be paid for in advance.
- e. **TAXES:** All labor and materials are subject to tax per TX state law.

3. BUSINESS HOURS AND HOLIDAYS.

NNS Normal Business hours are Monday to Friday from 8:00 AM to 4:00 PM Central Time. After hours, weekend, and Holiday services are available upon request.

NNS Company Holidays are January 1st, The Friday before Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

4. BILLING AND PAYMENT.

a. **BILLING.**

Client will receive a monthly invoice consisting of charges for Services rendered by **NNS**, plus Cost of Products and related Expenses incurred during the preceding month or months.

- **Normal Services.** Normal Services include communications via phone, remote access, or email on regular workdays during normal working hours, involving questions and consultation, and will include time for diagnostics, trouble-shooting, and ongoing interaction.
- **Normal On-site Services.** Includes on-site consulting, training, administrative, and investigative services plus travel and lodging expenses. A trip-charge will be assessed for each on-site visit.

- **After Hours, Weekends, Holidays and Crisis Management Services.** Any services provided after normal business hours, on weekends or holidays, and for emergencies. The hourly rate for such services is \$240/hr.
- **Special Projects.** “Special Projects” may include any or all Services listed above, in addition to such other services as are noted on separate Addenda.
- **Minimum charges.** The minimum charge for hourly remote work performed will be 15 minutes. The minimum charge for hourly onsite work performed will be 2 hours
- **Expenses.** In addition to the Fee for Services, Client will pay all costs incurred by NNS for Products, plus all expenses, including license fees, incurred by NNS in connection with the Services and Products. NNS will provide unit costs in advance and place orders when authorized by a Contact Person.

5. PAYMENTS & PAST DUE ACCOUNTS.

Payment is due within 15 days of receipt. Past due amounts will bear interest at the rate of 1.5% per month or the highest rate allowed by applicable law whichever is less. Services are billed by the hour in increments of 1/4 hour.

6. SUSPENSION OF SERVICES

If your account is delinquent, or there is an outstanding balance owed, all Services may be placed on "*hold*" or suspended, pending the outcome of any payment issues.

7. ACCURATE INFORMATION TO BE PROVIDED BY CLIENT.

Client agrees to provide all information reasonably necessary for NNS to provide the Services, along with supporting documents if requested by Us. Client represents to NNS that all information provided is accurate, true and complete, to the best of Client’s knowledge. Client is advised that Services will be based upon the information provided by the Client and that any errors or omissions in providing information by the Client could damage the effectiveness of the Services.

8. PRIVACY AND CONFIDENTIAL DATA

- A. NNS will not disclose, transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information for any purpose other than:
- i. Disclosure to authorized employees and agents of Company who are bound to maintain the *confidentiality* of the Confidential Information.

- ii. For authorized purposes in completion of the scope of work for customer; and/or
- iii. As specifically allowed or required under applicable law.

9. LICENSE

Bronze, Silver and Gold Maintenance customers: NNS grants you a limited license to utilize computer management and cyber security software (“RMM”, “Agent” “AV”) products. Licensee acknowledges that NNS is the sole and exclusive owner of all rights in and to the Licensed Software and that other than the license granted hereby, no proprietary rights, including but not limited to copyrights and patents, in the Licensed Software are being transferred to Licensee. Licensee shall not lease, lend, sell, market, license, sublicense, distribute or otherwise grant to any person or entity any right to use the Software. Licensee shall not modify, tamper with, translate or create derivative works of, reverse engineer, reverse compile, disassemble or otherwise attempt to derive the source code to any such software. Licensee shall not remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights notices, seal or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software.

10. SEVERABILITY

In case any provision in this Indenture or in any Security or coupon shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. COPYRIGHT AND PROTECTED MATERIAL.

All material provided by NNS to Client is for the sole and exclusive use of Client, and are proprietary to NNS. Such materials are copyrighted and/or registered with the U.S. Government with all rights reserved. These materials may not be reproduced or distributed, other than for use by the Client, without the prior written permission of NNS. Client may not use any meta tags or any other "hidden text" utilizing NNS name or trademarks without the express written consent of NNS. Client may not sell or distribute such material; provided, however, Client may duplicate material for internal use only.

12. DISCLAIMERS AND LIMITATIONS

a. Limitation of Liability.

BOTH PARTIES HEREBY WAIVE THEIR RIGHT TO SEEK OR RECOVER CONSEQUENTIAL, INCIDENTAL, PUNITIVE, AND EXEMPLARY DAMAGES, AND AGREE THAT AN AWARD OF ACTUAL DAMAGES IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR FAILURE TO PERFORM. Notwithstanding the foregoing, the maximum liability of NNS to You, for any reason or cause, shall not exceed the sum of the Fees paid by You to Us during the 3 months prior to any termination of this Contract.

b. Disclaimer.

For all Products purchase by Client, any manufacturer warranty will be passed along to Client. Client understands that Client's sole remedy in the event that a Product fails to function is against the manufacturer of the Product, and not NNS. Accordingly, NNS DISCLAIMS ALL WARRANTIES AS TO PRODUCTS, INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

c. Force Majeure.

Without limiting the foregoing, You shall have no claim against NNS, and NNS shall have no liability to Client for acts, errors, omissions, conditions, outages, or downtime that is beyond the control of NNS, including but not limited to internet failures or interruptions, power failures, strikes, closures, third party business failures, Acts of God, criminal conduct of third persons, extreme weather, or other conditions.

13. INDEMNIFICATION.

THE CLIENT SHALL INDEMNIFY AND HOLD NNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, COSTS, DAMAGES, PENALTIES, FINES, ATTORNEYS' FEES, EXPENSES AND JUDGMENTS ARISING FROM THE ACTS OR OMISSIONS OF THE CLIENT, IT'S AGENTS OR ITS EMPLOYEES, WHETHER FORESEEABLE OR UNFORESEEABLE, OR DIRECT OR INDIRECT, OR CAUSED OR CONTRIBUTED TO BY THE ACTIVE OR PASSIVE, PARTIAL, JOINT OR CONCURRENT, NEGLIGENCE OF SRM. CLIENT'S INDEMNITY OBLIGATIONS SHALL SPECIFICALLY APPLY TO ANY LAWSUIT, SUBPOENA,

DEPOSITION, TESTIMONY, DOCUMENT PRODUCTION OR OTHER LEGAL PROCESS DIRECTED AT SRM FROM CLIENT OR A THIRD PARTY IN CONNECTION WITH ANY ACT, ERROR OR OMISSION OF CLIENT.

14. TEXAS LAW AND TEXAS JURISDICTION.

This agreement shall be subject to and governed by the laws of the State of Texas regardless of the laws of the place of residence or business of the Client or the place where the events or Services occur. Client agrees to submit to the jurisdiction of, and any litigation arising under this agreement must be filed and pursued in, the state courts located in Tarrant County, Texas. Any and all obligations or payments are due and payable in Tarrant County, Texas. ALL PARTIES EXPRESSLY AND VOLUNTARILY WAIVE THEIR RIGHT TO A JURY TRIAL AND WAIVE THEIR RIGHT TO SEEK OR RECOVER CONSEQUENTIAL, EXEMPLARY AND PUNITIVE DAMAGES. A Party who prevails in any litigation against the other will be entitled to recover reasonable attorney fees from the non-prevailing party. If any provision in this agreement is found to violate any applicable law, that portion shall be reformed to comply with the law, or shall only be enforced to the extent permitted by law.

15. ENTIRE AGREEMENT.

This agreement represents the entire agreement by and between parties hereto and it may not be changed except by written amendment or addendum duly executed by all parties. Client acknowledges that there have been no other representations or warranties made by NNS which are not set forth in this Agreement.

PRINTED NAME

DATE

SIGNATURE