

# Master Client Services Agreement

## Client Information

Company Name:

Billing Address:

Service Address:

Primary Authorized Contact:

This Master Client Services Agreement (this “Agreement”) is between **Technology Visionaries LLC**, a New Jersey limited liability company that maintains an address for correspondence at 321 Main Street, 1<sup>st</sup> Floor, Woodbridge, NJ 07095 (“**Company**”) and the corporate entity referenced in the Client Information section above, (“**Client**”).

### 1. Services; Statement of Work.

- a) *SOW.* Company agrees to assist Client with professional information technology services and advice as set forth in one or more applicable statements of work (each, a “Statement of Work” or “SOW”) executed from time-to-time by both parties under this Agreement (collectively, the “Services”).
- b) *Requirements.* To be valid, an SOW must be signed by Company and Client, and must specifically reference this Agreement. Once accepted and signed by both parties, the SOW will automatically be deemed a part, and governed by the terms, of this Agreement.
- c) *Conflict.* In the event of a direct conflict between the language of this Agreement and any SOW, the language of the SOW shall control, but only with respect to that particular SOW.
- d) *Change Orders.* In the event that Client desires to modify the Services performed under an SOW, Client shall notify Company of the requested change(s) in writing. If the changes can be accommodated by Company, then Company shall issue a change order (“Change Order”) detailing the proposed modifications, including modified Fees and Fee payment (if any). Company will not be under any obligation to agree to modifications or any proposed change; however, Company will act in good faith to accommodate Client’s proposed changes. A Change Order must be signed by Company and Client to be effective, and shall automatically amend the relevant SOW once executed by both parties.
- e) *Third Party Contracts.* Unless expressly stated in an SOW, Company shall not be responsible for maintaining, administering or otherwise monitoring any contracts or agreements between Client and third party vendors (“Third Party Contracts”), or the activities that take place pursuant to such Third Party Contracts. Client is advised to notify Company of all existing Third Party Contracts prior to the commencement of the Services to minimize any service, hardware or software potential conflicts. Client shall alert Company, on an ongoing basis, to any new Third Party Contracts or modifications to Third Party Contracts to which Client may be bound.

### 2. Term.

The term (the “Term”) of this Agreement shall begin on the Effective Date (defined in the heading of this Agreement), and shall continue for twelve (12) calendar months or the term of any SOW, whichever is longer (“Initial Term”). Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional twelve (12) month terms unless sooner terminated in accordance with the provisions of this Agreement.

### 3. Rates; Payment.

- a) *Fees.* Client agrees to pay those fees and costs listed in the SOW for the Services provided by Company (collectively, “Fees”).
- b) *Hourly Rates.* If hourly rates are listed in an SOW, then Company will bill for the Services on an hourly



basis in quarterly hour increments, unless otherwise specified in an SOW. Hourly rates are subject to change without notice if, on the date of such change, no open invoice or current SOW with Client exists. If a change in hourly rates will impact an open invoice or current SOW with Client, then Company shall provide Client with sixty (60) days prior written notice of any hourly rate changes.

c) *Increase.* Company reserves the right to increase the Fees by no more than five percent (5%) each calendar year, and not more than once each calendar year.

d) *Payment.* Invoices for fees will be sent to Client by email, and payment is due within thirty (30) calendar days from the date of invoice. If Client agrees to payment by ACH, such payments will be deducted from Client's bank account in accordance with the parties' agreed-upon ACH schedule. For prepaid fees or fees paid pursuant to a managed service plan, Client will be invoiced in advance of work performed. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.** Client's agreement to pay Service Fees hereunder shall be absolute and unconditional, and shall not be subject to any abatement, reduction, set-off, defense, or counterclaim for any reason whatsoever.

e) *Suspension Upon Default.* In addition to all other remedies available to Company under this Agreement, Company shall have the right to suspend the Services in the event that Client defaults in the payment of the Fees, and such default continues for ten (10) calendar days or more after notice of such default is delivered to Client. Company shall be held harmless from and against any and all costs, fees, expenses, claims or causes of action incurred by Client as a result of the suspension of Services as described in this Agreement.

#### **4. Authorized Contact Person.**

a) *Contact.* Client has designated one or more authorized contact person(s) above (each, an "Authorized Contact"). Client may also designate one or more Authorized Contacts with respect to individual Statements of Work.

b) *Authority.* Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify and approve on Client's behalf, all work direction, Statements of Work, and Change Orders.

c) *Modifications.* If during the Term of this Agreement, Client wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client (as described below) that an Authorized Contact is no longer authorized to act on Client's behalf.

#### **5. Access.**

a) *Physical Access.* To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any SOW within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.

b) *Virtual Access.* Client understands and agrees that as part of the Services, Company will install and use software on Client's computer network that enables Company to monitor, in real-time, all activity

taking place on Client's network, at both the server and workstation levels. Such access will be used by Company only for the purposes of performing the Services, and to train Company's employees to enable them to provide the Services to Client, and for no other purposes. Client hereby grants to Company the right to access and monitor Client's computer network(s) for the purposes described in this paragraph.

## **6. Warranties; Limitations of Liability.**

a) *Third Party Products.* Any third party products provided to Client pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Client, but will have no liability whatsoever for such third party products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products.

b) *Limited Warranties.* OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS" AND COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO CLIENT OR ANY OTHER PARTY WITH RESPECT TO THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH CLIENT'S ENJOYMENT OF THE SERVICES. COMPANY DOES NOT REPRESENT THAT ITS SERVICES TO CLIENT ARE, OR WILL BE, WITHOUT DEFECT OR ERROR.

c) *Limited Liability.* IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d) *Limited Damages.* COMPANY'S AGGREGATE LIABILITY TO CLIENT FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF CLIENT'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THE PRECEDING SENTENCE.

e) *Exclusion for Backup Services.* Unless expressly and specifically stated in an SOW, Company shall not be responsible for the backing up, storage or restoration of any of Client's data, website(s) or computer applications. Client is strongly advised to run period checks of Client's backup and recovery system to ensure the integrity, security and reliability of such system(s), and Client understands and agrees that unless otherwise stated in an SOW, Company will neither run such periodic checks, nor alert Client to any problems, errors or defects with Client's backup systems.

## **7. Indemnification.**

Client hereby agrees to indemnify, defend and hold Company harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to from the acts or omissions of Client, or that arise from or are related to Client's breach of the terms of this Agreement. Client shall indemnify, defend and hold Company harmless from any and all Damages arising from or related to (i) Client's possession, use or resale of any Third Party Product or equipment installed or owned by Company; and, (ii) the use of the Services by Client.

## 8. Confidential Information.

a) Defined. As used in this Agreement, the term “Confidential Information” shall mean (i) all information designated by one party to the other as being confidential, and (ii) all nonpublic information provided by one party to the other, which may include, but shall not necessarily be limited to, a disclosing party’s customer lists, products, procedures, methods, designs, strategies, plans, development efforts, assets, liabilities, or general business plans.

b) Exclusions. Confidential Information shall not include (i) information which is or becomes in the public domain through no fault or act of the receiving party; (ii) information which was independently developed by the receiving party without the use of, or reliance on, the disclosing party’s Confidential Information; (iii) information which was provided to the receiving party by a third party who was under no duty of confidentiality to the disclosing party; or (d) information which is required to be disclosed by law.

c) Obligations. All Confidential Information shall be deemed confidential and proprietary to the party disclosing such information. Each party may use the Confidential Information of the other party during the term of this Agreement only as permitted or required for the receiving party’s performance under this Agreement. The receiving party shall not disclose or provide any Confidential Information to any third party, other than as permitted or required for the receiving party’s performance hereunder and, in all cases, such disclosure shall be tailored to those persons who “need to know” such information. The receiving party shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants during the term of this Agreement.

## 9. Term.

The obligations of the recipient of Confidential Information with regard to Confidential Information that constitutes trade secrets of the other party remain in effect for as long as such information shall remain a trade secret under applicable law. With regard to all other Confidential Information, shall remain in effect during the term of this Agreement and for five (5) years thereafter.

## 10. Ownership.

Company owns and retains all intellectual property rights in and to all of Company’s works of authorship, including but not limited to all plans, software or software modifications developed by Company, and all modules derived or created from such materials (collectively, “Company’s IP”). Company’s IP shall also include any and all software licensed to Client under a managed service plan, or which is hosted by Company and accessed by Client pursuant to this Agreement. Company’s IP may not be distributed or sold in any form or manner without the express written consent of Company. During the term of this Agreement, Client may use the Company’s IP as provided to Client, however, Client shall not do so in a manner that (i) results or is likely to result in the infringement of any intellectual property rights of any third party, (ii) requires Client to reverse engineer the Company’s IP, or (iii) negatively impacts the security or integrity of any of Company’s equipment or the integrity or implementation of the Services. Client’s limited right to use the Company’s IP as described herein automatically terminates upon the termination of this Agreement or any SOW in which Client is granted rights to access or use the Company’s IP.

## 11. Termination.

a) *Without Cause.* Client may terminate the Services under any SOW at any time for any reason (“Without Cause”), by providing Company with thirty (30) days prior written notice of termination. However, if Client terminates any Services Without Cause and such termination occurs at any time prior to the end of the relevant SOW term, Client shall (i) automatically forfeit all discount(s) (if any) provided to Client under the terms of the terminated SOW, and immediately pay to Company the entire value of such discount(s), and (ii) pay to Company a sum equal to fifty percent (50%) of the remaining balance due under the SOW. Notwithstanding the foregoing, Client shall have a thirty (30) day period, commencing immediately after the relevant Services are initially provided to Client, to terminate the Services Without Cause and without any liability to Company whatsoever.

b) *Consent.* The parties may mutually consent, in writing, to terminate this Agreement or any particular SOW at any time.

c) *Default.* In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or an SOW, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within thirty (30) days following receipt of written notice from the non-Defaulting Party. Notwithstanding the foregoing, a breach by Client due to non-payment shall have a ten (10) day cure period.

d) *No Liability.* Company shall not be liable to Client or any third party for any compensation, reimbursement, losses, expenses, costs or damages arising from or related to, directly or indirectly, the termination of this Agreement for any reason. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with Client's or any third party's goodwill or business.

## 12. MISCELLANEOUS.

a) *Licenses.* Client shall be responsible for obtaining and maintaining any and all software licenses ("Software Licenses") for all software installed on Client-owned or Client-controlled computer networks and equipment. Client warrants and represents that Client is authorized to install, maintain and use all software that is installed or stored on Client's computer network(s). Client agrees to provide copies of all Software Licenses to Company upon written request by Company.

b) *Assignment.* This Agreement or any SOW may not be assigned or transferred by Client without the prior written consent of Company. If such assignment is permitted by Company, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, either party, without the prior written consent of the other party, may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred, provided such assignee expressly assumes the assignor's obligations hereunder.

c) *Amendment.* No amendment or modification of this Agreement or any SOW (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by Company and one of Client's Authorized Contacts.

d) *Time to Bring Claims.* The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any SOW must be commenced within one (1) year after the cause of action accrues or the action is forever barred.

e) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW shall be valid and enforceable to the fullest extent permitted by applicable law.

f) *Entire Agreement.* Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed SOW. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.

g) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

h) *Merger.* This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by

either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not set forth herein.

i) *Force Majeure*. Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond its control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the control of Company.

j) *Non-Solicitation*. Client acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this paragraph, the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with Client (including any signing bonus), plus stock or equity in Client's organization equivalent to fifty percent (50%) of any stock or equity grant made as part of Client's hiring of such employee or subcontractor.

k) *Survival*. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement shall survive.

l) *Insurance*. Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability. Company agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence.

m) *Governing Law; Venue*. This Agreement and any SOW shall be governed by, and construed according to, the laws of the State of New Jersey. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Union County, in the State of New Jersey, U.S.A. for any and all claims and causes of action arising from or related to this Agreement. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY for any and all claims and causes of action arising from or related to this Agreement.

n) *No Third Party Beneficiaries*. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

o) *Independent Contractors*. The parties are independent contractors, and neither party is an agent, partner or representative of the other.

p) *Usage in Trade*. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

q) *Non-Exclusive*. Client acknowledges and agrees that the Services are not exclusive to Client, and Company may provide the same or similar services to any of Company's other customers.

r) *Business Day*. If any time period set forth in this Agreement expires on a day other than a business day in Woodbridge, New Jersey such period shall be extended to and through the next succeeding business day in Woodbridge, New Jersey.

s) *Notices*. Whenever under the provisions of this Agreement, notice is required or permitted to be

given, either party may deliver such notice(s) to the other by electronic mail (“email”). Email notice shall be deemed given to when such notice is sent to the last known email address provided, regardless of whether such email address is functional or not. Notice provided in any method other than by email shall be deemed given either when delivered personally, or by courier, or by facsimile machine with printed transmittal confirmation sheet; or, three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to the party for whom it is intended with copies provided to the address set forth above or to such other addresses as a party shall hereafter designate in writing to another party.

Subject to the terms described herein, the parties acknowledge and agree that electronic mail (“email”) and/or digital copies or electronic transmissions satisfy all “writing” requirements under this Agreement. Each party may designate other addresses and/or persons to receive notice under this Agreement by providing the other party with complete designated contact information, in writing, no less than five (5) days before such notice modifications take effect.

t) *Counterparts*. The parties may execute and deliver this Agreement and any SOW in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any SOW) electronically (e.g., by a digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

**AGREED AND ACCEPTED:**

**Signer Name:**  

Signer Name

**Job Title:**  

Job Title

**Effective Date:**  
May 3, 2024

X

X

Albert J. Gyomber

Signed By AJ Gyomber  
Signed On: June 2, 2023



# Signature Certificate

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online activity and events recorded for this contract.