

# **Lazer IT Consultants MASTER CLIENT SERVICE AGREEMENT**

## **GENERAL TERMS**

"This MASTER CLIENT SERVICE AGREEMENT (the 'Agreement') shall come into effect upon the signing of the IT proposal, as agreed upon by the parties, and is subject to the client's concurrent acknowledgment, by checking a designated box, that they have thoroughly reviewed and understood the terms and conditions outlined in this MSA."

### **1. SCOPE OF AGREEMENT.**

1.1 Master Agreement: This Agreement serves as the foundational framework and applies to all services ("Services"), software and hardware licenses, support and maintenance services, and subscription services (collectively referred to as "Products") provided by Lazer IT Consultants to the Client. Collectively, Services and Products shall be referred to as "Deliverables."

1.2 Statement of Work, Quote, or Proposal: No Products or Services shall be rendered under this Agreement independently. Instead, the provision of Products and Services necessitates the execution of a separate Statement of Work (SOW), Quote, or Proposal, as applicable.

1.3 Incorporation: Each Statement of Work, Quote, or Proposal shall be mutually executed by both parties and is hereby incorporated into this Agreement for all intents and purposes. This Agreement may accommodate the execution of multiple Statements of Work, Quotes, or Proposals, as needed."\*\*

### **2. TERM AND TERMINATION**

**2.1 Commencement and Duration: This Agreement shall commence on the date of signing the "IT Proposal" and continue for a period of 27 months, unless terminated earlier in accordance with the terms and conditions herein.**

**2.2 Early Termination: Within the First 90 Days: The Client may terminate this Agreement within the first 90 days from the Effective Date without incurring any penalty.**

**a. After 90 Days: If the Client terminates this Agreement after the initial 90-day period, the Client shall be liable to pay 50% of the remaining contract balance as a termination fee.**

**b. Non-Payment: In the event the Client fails to remit payment within 30 days in accordance with the agreed-upon schedule, Lazer IT Consultants reserves the right to terminate the contract. In such cases, Lazer IT Consultants may collect the 50% balance of the contract and/or pursue legal action, including taking the customer to collections, to recover the remaining balance.**

**c. Material Breach: In case the Client commits a material breach of this Agreement, Lazer IT Consultants may terminate either this Agreement as a whole or a specific "Deliverables", provided the Client does not rectify said breach within thirty (30) days of receiving written notice from Lazer IT Consultants.**

**2.3 Product Usage Upon Termination: Upon termination of the right to use a Product, the Client shall promptly:**

**a. Uninstall Software: If the terminated Product is software, the Client must uninstall it and cease all further usage.**

**b. Return of Product: Return the terminated Product to Lazer IT Consultants.**

**2.4 Payment Obligations: In the event of a "Deliverables" termination, the Client shall expeditiously settle all outstanding payments to Lazer IT Consultants for Services rendered, Products provided, and expenses incurred up to the termination date.**

**2.5 License Termination: Lazer IT Consultants retains the right to terminate any granted license for a Deliverable in the event of the Client's non-payment for said Deliverable or material breach of any provision outlined in Section 4 of this Agreement."\*\***

**2.6 Auto renewal: This agreement shall automatically renew for successive periods of 24 months term unless either party provides written notice of non-renewal at least 30 days written notice prior to the expiration of the then-current term. The terms and conditions of the agreement shall remain in full force and effect during any renewal term.**

**2.7 Price Increase Clause: The contracted pricing is subject to an annual increase of 5% to keep up with natural inflation. The new rate will be applied to the total contract value, and the client will be notified at least 30 days prior to the increase.**

### **3. PAYMENT AND DELIVERY.**

**3.1 Payment.** Client will pay Lazer IT Consultants all fees due upon receipt of an invoice specifying the amounts due ("Fees"). All Fees payable under this Agreement are exclusive of sales, use, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of Lazer IT Consultants).

If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the rate of fifteen percent (15%) per month from the date due until paid in full. Client shall pay all expenses, incurred by Lazer IT Consultants in enforcing its rights under this Agreement, provided that Lazer IT Consultants is successful on the merits.

Client's obligation to pay undisputed amounts due for Services and Lazer IT Consultants right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. All Fees will be detailed in an Order.

**3.2 Refund.** All payments to Lazer IT Consultants are nonrefundable. This includes any setup fees or monthly fees regardless of usage. All billing disputes must be reported within thirty (30) days of the time of the dispute occurred. Disputed charges to your credit card issuer, also known as chargebacks, which, in Lazer IT Consultants sole discretion, are invalid under the terms and conditions of this Agreement, will result in service interruption, and reconnection fees to restore the desired service.

#### **3.3 Additional Limitations**

No Refunds: Customers should be aware that refunds are not available for cloud services such as Microsoft 365, Google Workspace, GoDaddy Hosting, Arista Networks, Kaseya, Cytracom, Keeper, or any other cloud related services . This policy is binding and non-negotiable.

3.4 Before subscribing, carefully evaluate the service, its duration, and your commitment, as no refunds will be issued once a purchase is made.

3.5 For any issues or concerns, contact customer support for assistance.

3.6 Billing Disputes: If billing disputes arise, follow the dispute resolution procedures outlined in the terms of service.

### **4 PROPRIETARY RIGHTS AND CONFIDENTIALITY.**

#### **4.1 Ownership:**

a. If the Deliverables are developed or provided by Lazer IT Consultants ("Provider"), the Provider shall retain all rights, title, and interest in and to any and all intellectual property, informational property, industrial property, and moral rights associated with the Deliverables. The Client acknowledges that it has no right, title, or interest in or to the Provider's intellectual property, and is expressly prohibited from sharing, reproducing, or using the information.

b. If the Deliverables are developed or provided by the Client, the Client shall retain all rights, title, and interest in and to any and all intellectual property, informational property, industrial property, and moral rights associated with the Deliverables. The Provider acknowledges that it has no right, title, or interest in or to the Client's intellectual property, and is expressly prohibited from sharing the information with third parties.

#### **4.2 No Transfer of Ownership:**

By entering into this agreement, the Client acknowledges and agrees that Provider does not grant, convey, or transfer any rights of ownership in the Deliverables to the Client. The Client is granted a limited, non-exclusive, non-transferable license to use the Deliverables in accordance with the terms and conditions of this agreement.

#### **4.3 Restrictions:**

The Client shall not, and shall not allow any third party to, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Deliverables. The Client shall not remove, alter, or obscure any proprietary notices, labels, or marks from the Deliverables or any related materials.

#### **4.4 Client's Materials:**

Any materials, data, or information provided by the Client to Provider for the purpose of receiving the Deliverables shall remain the property of the Client. However, Provider may use such materials, data, or information solely for the purpose of fulfilling its obligations under this agreement.

#### **4.5 Feedback:**

The Client may, at its discretion, provide feedback, suggestions, or ideas to Provider regarding the Deliverables ("Feedback"). Provider may use and incorporate the Feedback into its products and services without any obligation or restriction, and Feedback shall not be considered the Client's confidential information.

#### **4.6 Violation of Proprietary Rights:**

In the event of any breach or violation of the proprietary rights provisions of this agreement, Provider may take appropriate legal action to protect its rights, including seeking injunctive relief and damages.

**4.7 Mutual Confidentiality.** The parties may not disclose Confidential Information to any third party without prior written consent. The term "**Confidential Information**" means all proprietary or confidential information that is disclosed by either party, and includes, among other things, any and all information relating to products or, its Client-related and financial information, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials, the Product, and the terms of this Agreement. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Client of these confidentiality obligations which allows Lazer IT Consultants to disclose Client's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

#### **4.8 Survival:**

The provisions of this section regarding proprietary rights shall survive the termination or expiration of this agreement, ensuring the continued protection of Provider's rights and interests.

## **5. ALLOCATION OF RISK**

**5.1 Disclaimer of Damages.** Except for violations of **Section 4**, neither party is liable to the other party for any special, indirect, incidental, punitive or consequential damages arising out of or relating to this agreement or the product, including without limitation lost profits, lost computer usage, and damage or loss of use of data), even if that party has been advised of the possibility of such damages, and irrespective of the negligence of either party or whether such damages result from a claim arising under tort or contract law.

**5.2 Limitation of Liability.** Except for violations of **Section 4**, Lazer IT Consultants liability for direct damages arising out of or relating to this agreement is limited to the greater of the amount paid or payable by Client for the applicable Product. Lazer IT Consultants may not be held liable due to underlying providers and their products or services.

**5.3 Injunctive Relief.** Both parties acknowledge that their violation of **Section 4** may cause the other party immediate and irreparable harm, and in the event of such breach, the breaching party agrees that the other party may seek, in addition to any and all other remedies available at law, an injunction, specific performance or other appropriate relief. Customer agrees not to engage in any activity that violates any international, foreign, federal, state, or local laws applicable to the service terms described in this Agreement.

## **6. SERVICES-SPECIFIC TERMS.**

**6.1 Limited Warranty.** Lazer IT Consultants warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the IT support industry. Client's exclusive remedy and Lazer IT Consultants entire liability under this warranty will be for Lazer IT Consultants to re-perform any non-conforming portion of the Services within a reasonable period of time, or if Lazer IT Consultants cannot remedy the breach during such time period then refund the portion of the fee attributable to such non-conforming portion of the Services.

**6.2 Backups.** Customers may maintain their own backups on their own personal computers or other computers.

**6.3** Lazer IT Consultants does not provide any sort of compensation for lost, inaccurate, incomplete, or outdated data in the event that Lazer IT Consultants backups do not function properly, regardless of the reason(s) for any such malfunction, even if the malfunction was due to the fault or negligence of Lazer IT Consultants or any of its employees or agents, and regardless of whether Lazer IT Consultants had been informed of the possibility of such malfunction, or any fault or negligence that might cause it. In the event that you need to recover data from a backup, Lazer IT Consultants will use reasonable efforts to restore data to your account from the appropriate backup. HOWEVER, PLEASE NOTE THAT THIS SERVICE IS INTENDED TO COMPLEMENT YOUR OWN BACKUPS TO YOUR OWN COMPUTER AND IS NOT A SUBSTITUTE FOR THOSE BACKUPS. AGAIN, Lazer IT Consultants DOES NOT GUARANTEE THE AVAILABILITY, COMPLETENESS, CURRENCY, OR INTEGRITY OF ITS BACKUPS.

**6.4** You understand and agree that Lazer IT Consultants backup policy does not create any warranties for whose breach Lazer IT Consultants can be held liable.

**6.5 Independent Contractor.** Nothing in this Agreement will be construed to make either party an employer, employee, agent or partner of the other. All of the Services performed by Lazer IT Consultants will be performed as an independent contractor. Lazer IT Consultants will be responsible

for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to Lazer IT Consultants and Lazer IT Consultants employees.

**6.6 Mutual Non-Solicitation.** During the term of this Agreement, and for a one year period thereafter, neither party will solicit for employment any employees of the other party who, within six (6) months prior to such solicitation directly performed work under this Agreement, had substantial contact with the hiring party in relation to this Agreement, or the hiring party became aware of due to this Agreement. The parties acknowledge and agree that a breach of this "Non-Solicitation" will give rise to cause to recover direct damages from the breaching party.

**6.7 Holidays Observed.** Lazer IT Consultants offices are closed for holiday on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Eve, Christmas, and New Year's Eve. Lazer IT Consultants reserves the right to close for holiday when an observed holiday falls on a weekend.

**6.8 Sickness or Acts of God.**

In addition to the specified holidays, Lazer IT Consultants may also close its offices due to unforeseen circumstances, including but not limited to, widespread illness, natural disasters, acts of God, or any other events beyond the control of Lazer IT Consultants. In such cases, Lazer IT Consultants will make reasonable efforts to inform clients and employees of office closures and will take necessary measures to minimize disruptions to services.

These terms provide clarity regarding the holidays observed by Lazer IT Consultants and the circumstances under which the company may close for holidays that fall on weekends or due to unforeseen events. It's important to communicate such terms clearly to clients and employees to manage expectations regarding office closures.

## **7 MISCELLANEOUS/OTHER PROVISIONS.**

**7.1 Severability.**

Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in effect.

**7.2 No Waiver of Rights by Lazer IT Consultants.**

Any failure by Lazer IT Consultants to enforce this Agreement in every instance in which it might apply does not amount to a waiver of any of Lazer IT Consultants rights.

**7.3 Notices.**

Unless otherwise provided, notices to either party will be in writing to the address indicated above, or as later amended, and deemed effective when received.

**7.4 Accounting Practice Limitations.**

Lazer IT Consultants does not teach accounting or accounting principles. It is recommended that the person(s) who will be operating your accounting software be familiar with the basics of bookkeeping at a minimum. If these persons do not have bookkeeping experience, we recommend that they attend a beginning accounting course at a local university or technical school before operating the software. Lazer IT Consultants does not issue opinions on accounting principles. Contact your CPA should you have any questions concerning these matters.

**7.5 Assignment.**

Client may not assign this Agreement or any rights granted in this Agreement to any third party, except with the prior written consent of Lazer IT Consultants.

**7.6 Force Majeure.** Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement. This provision does not apply to the payment of monies or any breach of Section 4.

**7.7 Entire Agreement.** This Agreement, together with each Statement of Work and Appendix, constitutes the entire agreement between Client and Lazer IT Consultants, and supersedes any prior negotiations or agreements, whether oral or written, concerning this subject matter.

**7.8 Referencing.**

Client agrees that Lazer IT Consultants and its Affiliates may refer to Client as a Client of Lazer IT Consultants, both internally and in externally published media. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential Clients of Lazer IT Consultants who wish to evaluate the technical specifications of Product.

**8. Dispute Resolution and Governing Law.**

**8.1** If a dispute or controversy arises out of or related to this Agreement, Contract, proposal, or Statement of Work, or the Service Level Agreement or any Provision whatsoever in any of this contracts or written modifications to them between the Parties, the Parties agree that in consideration of these terms and covenants of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows.

The matters to be submitted to mediation in the desert, and if unsuccessful at mediation, to arbitration are all disputes and controversies of any kind and nature between the parties to this Agreement arising out of or in connection with any service or purchase or contracts or agreements.

Either party may demand such arbitration in writing within 60 days after the controversy arises, that could not be resolved by mediation which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

Within 25 days after such demand, the other party shall name *his/he/it's* arbitrator, or in default of such naming, such arbitrator shall be named within 10 days, and the two arbitrators so selected shall name a third arbitrator within 30 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed.

The arbitration costs and expenses of each party shall be borne by that party.

The arbitration hearing shall be held at *the arbitrator's office or location preferred by the arbitrator in the Desert* on 35 days' notice to the parties after arbitrator determines if additional time is needed to prepare by either side subject to arbitrators full and complete discretion.

The arbitration will be conducted under the law of evidence of the State of California and it shall govern the presentation of evidence at such hearing.

The arbitration hearing shall be concluded within 50 days following the completion of mediation unless otherwise ordered by the arbitrators and the award on the hearing shall be made within the number prescribed by law not to exceed (45) days after the close of the submission of evidence.

An award rendered by the arbitrator appointed under this agreement shall be final and binding on all parties to the proceeding during the period of this agreement, and judgment on such award may be entered by either party in the highest court, state or federal, having jurisdiction.

The provisions of this agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute arising during the period of this agreement and which is arbitrable as set forth in this agreement.

The arbitration provisions of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of *the agreements entered by the parties..*

Nothing contained in this agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of *agreement or agreements or contracts.*

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

This agreement constitutes the entire agreement on alternative dispute resolution and the process agreed to between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

ALL PARTIES KNOWINGLY AND VOLUNTARILY ENTER INTO THIS DISPUTE RESOLUTION PROCEDURE AS FURTHER REFERENCED AT THE END OF THIS AGREEMENT

**8.2 Survival Sections 2, 4, 5, 6, 7, and 9 will survive the termination or expiration of this Agreement.**

**8.3 Construction and Interpretation/Severance Clause.**

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort. Additionally, all agree that should any portion of this Contract be deemed illegal or unenforceable said section or sections are severed and all agree by way of execution at this time that the remainder of this Contract will remain in place and be enforceable without said severance section or sections.

**No Oral Modification of this Agreement.**

**This Agreement may not be modified orally.**

**Abuse of Lazer IT Consultants Staff or Support Personnel.** At Lazer IT Consultants, we take pride in providing excellent service to all of our customers. It is our policy always to treat our customers with the highest level of respect and courtesy. In return, we expect the same respect and courtesy from you.

If our staff feels that you are consistently engaging in abusive content toward them, or addressing them in a demeaning or rude manner, your account(s) may be suspended, and you may be asked to take your business elsewhere.

Abusive conduct includes, but is not limited to, the following behaviors:

- Repeatedly addressing members of our staff in a demeaning or rude manner;
- Using profanity in any oral or written communications with our staff, by any medium of communication, including but not limited to e-mail, instant messages, chat, text messaging, fax, postal mail, telephone, voice over Internet Protocol (VoIP), or in-person communication;
- Yelling or shouting at our staff;
- Deliberately using all capital (uppercase) letters in any written communication to our staff;
- Insulting our staff because of their personal characteristics, or on the basis of their race, ethnicity, national origin, sex, sexual orientation, religion, or housing or economic status; or
- Deliberately providing false information to our staff for the purpose of harassing them or wasting their time.

**Denial of Service.** Lazer IT Consultants reserves the right to refuse or discontinue service to anyone at our sole discretion.

**Limitation of Actions Arising Under this Agreement.** Any cause of action you may have with respect to Lazer IT Consultants performance or alleged non-performance of this Agreement **must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred.**

## **9. Hardware as a Service (HaaS) Agreement**

### **9.1 Equipment Ownership and Use:**

The Client acknowledges that all equipment listed as a service in the IT Proposal by Lazer IT Consultants ("Service Provider") shall remain the exclusive property of Lazer IT Consultants. The Client agrees not to sell, lease, encumber, resell, tamper with, troubleshoot, repair, move, or make any additions to such equipment without prior written permission from Lazer IT Consultants.

### **9.2 Equipment Return:**

Upon termination of this Agreement, the Client shall promptly return all Lazer IT Consultants-owned equipment within 10 days from the final cancellation date. Should the Client fail to do so within this timeframe, Lazer IT Consultants reserves the right to take possession of the equipment, and the Client shall compensate Lazer IT Consultants for any expenses incurred during the recovery.

### **9.3 Maintenance and Repairs:**

The Client agrees not to perform any maintenance or repair on Lazer IT Consultants's equipment. Any tampering, repair, or service, except by Lazer IT Consultants, constitutes a breach of this Agreement.

### **9.4 Equipment Security and Insurance:**

The Client shall take reasonable measures to ensure the safekeeping, security, and protection of Lazer IT Consultants's equipment while in their possession. The Client must maintain current insurance coverage for the equipment and list Lazer IT Consultants as an additional loss payee. In the event of loss or theft of the equipment, replacement costs shall be borne by the Client.

### **9.5 Default and Equipment Removal:**

In the event of a Client default under this Agreement, Lazer IT Consultants reserves the right to enter the Client's premises at any time to retrieve all of Lazer IT Consultants's equipment. Such entry will be considered consensual and not a trespass. The Client must fully cooperate and refrain from interfering with the removal process. The Client shall maintain peace during the removal process.

Hardware as a Service (HaaS) Warranty

### **9.6 Warranty Coverage:**

Lazer IT Consultants provides warranty coverage for all hardware provided as part of the Hardware as a Service (HaaS) arrangement. The warranty covers faulty, failing, or non-working hardware.

### **9.7 Duration of Warranty:**

The Hardware as a Service provided under this Agreement shall be warranted for the entire duration of this Agreement at no cost to the Client. These revised terms provide clarity and conciseness while maintaining the essential elements of your HaaS Agreement. Please ensure that you customize and review these terms to align with your specific needs and consult with legal counsel if necessary.

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