

Welcome .

Here is our full, unabridged Managed Service Agreement for your review. IT and Cybersecurity re-invented, with you in mind.

This Agreement is the unabridged version of our one-page agreement that is made effective as of the date signed on the one page, by and between the Client and RelevantTec.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "RelevantTec".

RelevantTec has backgrounds in Technology, IT, Cybersecurity, Network Infrastructure, Executive Leadership, Technology Budgeting, Technology Consulting, Project Management and is willing to provide services to Client, based on this background.

Client desires to have services provided by RelevantTec.

Therefore, the parties agree as follows:

1. SERVICES PROVIDED. RelevantTec and Client agreed to the services detailed in the signed quote and/or scope of work and one-page agreement. If at any point in time additional services are requested, RelevantTec will receive approval from Client in advance for any one-time purchases or services added. Additional details can be found in the quote. RelevantTec hereby agrees to provide and perform for Client, those services outlined in the quote.

2. PURCHASES MADE FOR YOU. RelevantTec and Client agree that before any purchases will be made on the client's behalf, that approval in writing by a signed quote, scope of work, or email approval will be completed in advance. The approval will have the total purchase price included. The client will be responsible for all applicable taxes, fees, and shipping that may or may not be included in the approval. Full payment is required in advance of RelevantTec purchasing.

3. TERM/TERMINATION.

Contracts:

No contracts for RelevantTec Services. You are our priority, and servicing your business with excellence is our top concern. If you ever need to leave, simply provide us a 30-day notice for proper offboarding.

Microsoft Licensing:

For Microsoft NCE licenses, a 12-month contract term with auto-renewal applies. Effective April 1, 2025, monthly billing for annual or triennial Microsoft NCE subscriptions will incur a 5% price increase. You may avoid this increase by choosing annual billing and accepting the full-term contract. New Microsoft NCE subscriptions have a 7-day (168 hours) cancellation window from the time of purchase. Cancellations on day one receive a full refund; cancellations from day two through seven receive partial, pro-rated refunds. After seven days, subscriptions are locked for the committed term.

Third-Party Services:

Third-party services, including but not limited to Business Continuity Disaster Recovery (BCDR), VOIP, and Microsoft, may require separate contract terms explicitly detailed in your quote. Pricing indicated for third-party services and/or devices is contingent upon acceptance of the associated contracts and terms identified in your quote.

4. PERFORMANCE OF SERVICES. The manner in which the services are to be performed and the specific hours to be worked by RelevantTec shall be determined by RelevantTec. Client will rely on RelevantTec to work hours as estimated and needed to fulfill RelevantTec's obligations under this Agreement.



5. PAYMENT. Client agrees to pay RelevantTec the invoiced amount for services, equipment, and expenses. Payment is due upon receipt and payable within fifteen (15) days of invoice date and any bill, which is not paid within this period, shall be considered delinquent. A late payment charge of 1.5% will accrue each month upon any amount unpaid fifteen (15) days after the invoice date.

All billable hours will be billed in 15-minute increments. (Hourly rates vary based off of project and scope on a case by case basis that falls outside of monthly agreement and services).

In the event that travel is requested and/or required, travel hours will be billed at the full hourly rate, unless work is being performed during travel, which in this case would bill at a reduced agreed upon rate. All travel and details of travel costs will be documented in advance for both parties. (Hourly rates vary based off of project and scope on a case by case basis that falls outside of monthly retainer and services).

Client will be liable to RelevantTec for all costs and/or expenses incurred directly or indirectly, including without limitation, court costs, costs of collection, attorney's fees, costs of investigation, and all other similar costs, incurred by RelevantTec in the collection or attempted collection of any delinquent charges, fees, tolls or other billed items.

6. EXPENSE REIMBURSEMENT. RelevantTec shall be entitled to reimbursement from Client, for all "out-of-pocket" expenses approved in advance by Client, (approval will be in email or written form).

Client will be invoiced monthly for any expenses. Payment is due upon receipt and payable within fifteen (15) days of invoice date and any bill, which is not paid within this period, shall be considered delinquent. A late payment charge of 1.5% will accrue each month upon any amount unpaid fifteen (15) days after the invoice date.

Client will be liable to RelevantTec, for all costs and/or expenses incurred directly or indirectly, including without limitation, court costs, costs of collection, attorney's fees, costs of investigation, and all other similar costs, incurred by RelevantTec in the collection or attempted collection of any delinquent charges, fees, tolls or other billed items.

7. RelevantTec PERSONNEL. Client and RelevantTec agree that all RelevantTec personnel will remain under the guidance and direction of RelevantTec at all times. Client understands the investment that RelevantTec makes in every one of their employees and that they are a key part of the success of RelevantTec. Client understands that for a period of twelve (12) months after RelevantTec provides any services to Client, that Client will not solicit for hire or hire for contract RelevantTec personnel. If this is breached then RelevantTec will be entitled to compensation relief of 6 months of the annual salary and all cost and/or expenses incurred directly or indirectly, including without limitation, court costs, attorney's fees, costs of investigation, and all other similar costs, incurred by RelevantTec.

8. CONFIDENTIALITY. The Client and RelevantTec acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

9. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

10. RETURN OF RECORDS. Upon termination of this Agreement, Client shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Clients' possession or under Clients' control and that are RelevantTec, property, or relate to RelevantTec's, business.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

RelevantTec
1001 Main St.
Suite 601
Lubbock, TX 79401

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. RIGHT TO SUBCONTRACT. RelevantTec has the right to subcontract any services. All third parties are bound by the same confidentiality we are when dealing with your information.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas and may only be initiated and litigated in the state or federal courts located in Lubbock County, Texas.

18. INTERRUPTION OF SERVICE (FORCE MAJEURE). With exception of the obligation of any payments, either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. Except for mandatory services set forth in Exhibit 1, in the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

19. LIMITATION OF LIABILITY.

Indemnification - Client shall indemnify and hold RelevantTec harmless from and against all liabilities, claims, damages, cause of actions, losses, expenses, and judgments (including attorney's fees) arising out of, or in connection with, the services to be provided under this Agreement.

Mutual indemnification from third party claims - Customer shall indemnify and hold harmless RelevantTec from and against any liability or expense arising from a third party claim based on: (a) any Negligence of Customer, or (b) the use or misuse of

the Services by Customer or an end-user given access to the Services by Customer. RelevantTec shall indemnify and hold harmless Customer from and against any liability or expense arising from a third party claim based on any Negligence of RelevantTec. "Negligence" shall mean gross negligence or intentional misconduct.

No expressed or implied warranties - Client acknowledges that RelevantTec has made no expressed or implied warranties (whether written or oral), including those of merchantability or fitness, for any particular purpose with respect to the services contemplated by the Agreement not specifically stated herein, and that all services are provided as-is.

Disclaimer for damages – RelevantTec specifically disclaims any liability for actual, consequential, or indirect damages suffered by Client as a result of the operation, or malfunction of the service, or delay in implementation, reconfiguration, or repair of the service.

20. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their legal representatives, successors, and assigns.

21. SIGNATORIES. This Agreement shall be signed on behalf of an authorized signatory for the client with the signing of the one-page agreement.