DOTNET TECHNOLOGIES, LLC. INFORMATION TECHNOLOGIES CONSULTING SERVICE PROVIDER GENERAL TERMS AND CONDITIONS. ("GENERAL TERMS")

These General Terms are between dotnet technologies, LLC ("dotnet") and the customer entity ("Client") specified in the Managed Service Proposal, are effective on the date set forth in the Managed Service Proposal ("Effective Date") and specify the terms and conditions agreed between the parties when dotnet provides information technology consulting ("Services") to Client.

1. DEFINITIONS
1.1   "Agreement" means the applicable Managed Service Proposal and these General Terms
1.2   "Commercially Reasonable" means within one business week, five business days.
1.3   "Confidential Information" means any information, maintained in confidence by a party and may include without limitation any information, whether written or digital, referencing business methods, financial information, personal data or marketing efforts.
1.4   "Reasonable Availability" refers to the time in which an issue arises, and it can be addressed. In the context of this agreement, it is a twenty-four to forty-eight-hour window where client support staff must be available to address service-related issues.
1.5   "Term" means the duration of an Agreement.
1.6   "Managed Service Proposal" means the document prepared by dotnet and executed by both parties that details the scope of services to be provided and the costs of those services.
1.7   "Stakeholders" means managing partner, owner, or board member responsible for decisions within a company.
1.8   "Workmanlike" means are showing efficient competence.

2   SERVICE RATES
2.1   Hourly Service Rate
- $290 per hour for any emergency response services (after hour services may be considered emergency response and are from 4:30pm-8am unless scheduled)
- Clients under DNT Helpdesk Assurance Plans are subject to additional charges outside those detailed in the Service Scope of the Service Level Agreement and outside of dotnet's traditional business hours. dotnet shall have the right to charge for additional Helpdesk work that does not support the existing infrastructure of Client's system.
- Projects or services scheduled in a commercially reasonable timeframe are not subject to after-hours service rates.

3   CLIENT REQUIREMENTS
3.1   Client's responsibilities and requirements in support of this Agreement include:
- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- Submit service-related incidents and requests promptly.

4   PAYMENT

4.1   Payments are due on the first of each month or at the time designated in the Managed Service Proposal. All payments will be preset on an automatic recurring schedule fulfilled by ACH, or credit or debit card. If payment is declined or returned, Client shall have 30 days within which to cure the failed transaction. If Client fails to do so, dotnet may terminate the Agreement, at which point 100% of the remaining balance on the 24-month term shall become due immediately.

4.2   Reoccurring payments will not be canceled unless otherwise stated in written form at least seven days before the due date.

4.3   Any additional services outside of the recurring services stated in this Agreement will be billed separately.

4.4   Any invoices that exceed 60 days past due will be charged automatically with the payment type on file in the payment portal.

5   SERVICE PROVIDER REQUIREMENTS

5.1   Service Provider responsibilities and requirements in support of this Agreement include:
- Meeting response times associated with the Service Level Agreement.
- Appropriate notification to Client for all scheduled maintenance.
- Any changes to services will be communicated and documented to all stakeholders.

5.2   Upon commencing the Term of this Agreement, dotnet shall use its best efforts to audit the IT infrastructure of Client during the first ninety (90) days of the Term. Pending the results of such audit of the IT infrastructure of Client, dotnet reserves the right to adjust the Service Rates based on such results.

5.3   These obligations are clearly defined and if not upheld by dotnet the client reserves the right to terminate the contract without fulfilling the remaining balance of the contracted amount. However, the client is responsible for any service that falls outside the agreement performed up to the date of termination.

6   SERVICE AVAILABILITY

6.1   Coverage parameters specific to the service(s) covered in this Agreement are as follows:

6.1.1   Telephone support: 24/7 Monday – Sunday
- Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.

6.1.2   Email support: Monitored 8:00 A.M. to 4:30 P.M. Monday – Sunday
- Emails received outside of office hours will be collected. However, no action can be guaranteed until the next working day

6.1.3   Onsite and Remote Support: 8:00 A.M. to 4:30 P.M. Monday – Sunday
- Onsite services between the hours of 5:00 P.M. to 8:00 A.M. are billed at an emergency rate.
- Onsite service requested outside of allotted 24-hour service window, Monday – Sunday are billed at an emergency rate.

6.1.4   Service Provider will respond to service-related incidents and requests submitted by the Customer within the following time frames:
- On-site assistance within 24 hours during the business week.
- Reply windows within 12 hours of initial "Customer" Contact during the business week
- All "Critical" assets managed under the DNT Helpdesk Assurance will receive a 2 hr response time.

7   ENTIRE AGREEMENT / AMENDMENT / PRICE INCREASES

7.1   These General Terms, taken together with the Managed Service Proposal, constitute the entire understanding between the Parties with respect to the subject matter of this Agreement and supersede all prior understandings and agreements, whether written or oral, with respect thereto.

7.2   This Agreement may be amended or modified only with the written consent of both Parties, except that dotnet may, without invalidating or ending the Agreement, increase the prices set forth in Section 2 of these General Terms or in the Managed Service Proposal one time per fiscal year, provided that the increase is no more than 5% of the prices set forth in Section 2 of these General Terms or in the Managed Service Proposal.

8   TERM & TERMINATION

8.1   The term of this Agreement is 24 months beginning on the date that Client executes the Managed Service Proposal. Notwithsanding such term, either party may terminate this Agreement upon written notice, provided, however, that the terminating party has given the other party at least sixty (60) days' written notice. However, in the event of termination by Client, Client will pay dotnet for all of the services performed up to the date of termination as well as for 50% of the remaining balance of the contract, which payment shall become due and payable immediately upon termination. Should neither party terminate this Agreement pursuant to this Section 8.1, this Agreement shall automatically renew for an additional 24 month term.

8.2   dotnet is responsible to inform the client of any change in ownership by the primary stakeholders. The client will then have the opportunity to terminate the agreement without fulfilling the remaining balance of the contracted amount. However, the client is responsible for any service that falls outside the agreement performed up to the date of termination.

8.3   In the event of circumstances beyond reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, pandemic, or acts of God resulting in a total loss or complete closure of the client's facility or business. The client will maintain the right to terminate this agreement without fulfilling the remaining balance of the contracted amount. However, the client is responsible for any service that falls outside the agreement performed up to the date of termination.

9   OBLIGATION OF CLIENT

9.1   The client will, within a commercially reasonable time, notify dotnet upon discovery of any significant problems with the performance of the network or workstations on the premises.

9.2   The client will cooperate with dotnet in connection with its performance of the services by providing access to the Clients' physical premises as reasonably necessary from time to time.

9.3   The client, from time to time, may be required to purchase software and hardware necessary for the effective operation of their network and workstations.

9.4   The client will be solely responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and on the hard drives of individual workstations unless otherwise accounted for in the service level agreement.

9.5   The client is responsible for alerting dotnet of any additional assets added to the network(s) under managment. Any unreported devices found will be automatically added to the agreement and will be billed for on the next billing cycle.

10   CONFIDENTIAL INFORMATION

10.1   All information relating to Client that is known to be confidential and proprietary, or which is clearly marked as such, will be held in confidence by dotnet and will not be disclosed or used by dotnet except to the extent that such disclosure or use is reasonably necessary to the performance of dotnet's work for Client or as required by law.

10.2   All information relating to dotnet that is known to be confidential and proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement

10.3   These obligations of confidentiality will extend indefinitely after the termination of this agreement but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which either party gained knowledge or possession free of any confidentiality obligation.

11 WARRANTY & DISCLAIMER

11.1 Client acknowledges that no computer system or software can be made completely stable or secure and that dotnet cannot guarantee the stability, safety or security of the Client's network or data. dotnet warrants that the computer and network services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, outlined in the description of services herein. The client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data unless otherwise noted in the service level agreement. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

12 LIMITATION OF LIABILITY

12.1 In no event shall dotnet be liable to the client for any indirect, special or consequential damages or lost profits, arising out of or related to this maintenance agreement of the performance or breach thereof, even if dotnet has been advised of the possibility thereof. dotnet's liability to the client, if any, shall in no event exceed the total amounts paid hereunder to dotnet by the Client. In no event shall dotnet be liable to Client for any damages resulting from or related to any failure or delay of dotnet in the performance of network or computer maintenance services or any other services under this agreement.

13 NON-DIVERSION

13.1 Client agrees that during the term of this Agreement and for a period of two years following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of dotnet ("dotnet Personnel"), nor will Client directly or indirectly contact or communicate with dotnet Personnel for the purpose of soliciting or inducing such dotnet Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than dotnet; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of dotnet. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, dotnet, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available. Client further agrees that, if dotnet prevails in whole or in part in any action, suit, or other legal proceeding to enforce this section 13, Client shall reimburse dotnet for its reasonable attorney fees, costs, and expenses.

14 THIRD PARTIES

14.1 Client shall not allow any third parties to interact with assets under the management of dotnet without the prior written consent of dotnet. Any such action is in direct violation of this Agreement and could serve as grounds to terminate this contract, in which case, Cleint shall be required to immediately pay to dotnet 100% of the remaining balance on the 24-month term.

15 FORCE MAJEURE

15.1 In no event shall dotnet be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, pandemics, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the dotnet shall use reasonable efforts which are consistent with commercially reasonable practices to resume performance as soon as practicable under the circumstances.

16   GOVERNING LAW / JURISDICTION.

16.1 The Parties agree that this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without regard to any conflicts of law principles. Any action, suit or other legal proceeding to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in the state courts located in Ottawa County, Ohio, or in the United States District Court for the Northern District of Ohio, Western Division, as applicable, and the Parties hereby irrevocably and unconditionally consents to the mandatory, exclusive jurisdiction of any such court for such purposes and waives any objection to venue.

17   NOTICE

17.1 Any notices permitted or required under this Agreement shall be given by e-mail with return receipt requested or by personal delivery, by a nationally recognized overnight express courier, by certified mail, return receipt requested. Any notices shall be deemed given and received upon delivery if done personally, next day if delivered by a nationally recognized overnight express courier, on the delivery date indicated on the certified mail return receipt, or upon confirmation if sent by email. Any notice provided by Client to dotnet shall be provided to Client's Account Manager either at his or her e-mail address or at 350 Rice St., Elmore, OH 43416. Any notice provided to Client shall be provided to the either the e-mail address or physical address that Client provides to dotnet at the execution of the Managed Service Proposal. Either Party may change its address listed above from time to time by providing a written notice in compliance with this section of the new address to the other Party hereto.