



Additional Terms and Conditions

1. Term
 - a. The initial term of the Schedule of Services shall commence on the Effective Date and thirty-six (36) months thereafter. This Schedule shall automatically renew for successive two (2) year term in the event that notice of termination is not given in accordance with Section 2 (Termination).
2. Termination:
 - a. Client may terminate the Schedule of Services without cause by giving written notice of such termination at least ninety (90) calendar days prior to the contract end date thereof; provided, that Client shall continue to pay the monthly service fees until the end of the contract.
 - b. Company may terminate this agreement without cause with a thirty (30) day notice to the Client.
 - c. If the agreement is terminated by the client, the client will be invoiced and held responsible for any unpaid balance of any service charges. In addition, for any monthly agreements the unpaid balance would include the monthly charges multiplied by the remaining months of the term of the agreement. Payment is due and payable on the effective date of termination.
 - d. In addition, Client will pay a termination fee of \$5000 (Five Thousand Dollars) in the event of termination before the end of the current term. The termination fee will be paid immediately at the time of termination.
 - e. Either party may terminate the Schedule for cause if the other party fails to cure a material breach of any obligation set forth therein within thirty (30) days after written notice of such breach. Client must notify Company within three (3) days of any breach.
 - f. In the event of a breach of the Schedule by Strattmont, termination is the exclusive remedy of the Client.
 - g. In the event of a breach of the Schedule by Client, termination is not an exclusive remedy of Company and the exercise of such remedy shall be without prejudice to any other available legal or equitable remedies.
 - h. In addition to all other available remedies provided under this Contract and at law, Company may terminate this Contract without notice or penalty if, in Company's sole discretion, Client's communications to Company include abusive, derogatory, harassing, or offensive language. Client shall be liable for all costs associated with the remainder of the contract and any costs of collections.
 - i. Company may immediately terminate any agreement in the event Client fails to perform its obligation for payment of invoices pursuant to this agreement. Client shall be liable for all costs associated with the remainder of the contract and any costs of collections.
3. Transfer of Services
 - a. If the Client chooses to transfer any services, software, website, emails service, backup, file storage, file sharing, or similar from Company to another provider, before the term expires or upon expiration of the term, then the Client will pay a transfer fees of \$1500.00 (One Thousand Five Hundred Dollars) in addition to time and materials to assist with the transfer of services. Company at its sole discretion will determine the time, functions, and format of such a transfer. The transfer fee will be paid immediately at the time of termination if such a transfer is to take place to another provider.
 - b. Any data provided in the transfer of services or data provided to the customer will be in a format of Company's sole discretion.
 - c. Company is not responsible for compatibility, functionality, or merchantability of any data provided.
 - d. Company is not responsible for any data lost during any transfer of services.
4. Fees and Payment:
 - a. Client agrees to pay all fees specified in the Schedule. Company may invoice in advance for any recurring services. Invoices are payable upon receipt. Payments are due on the 1st of each month before service is rendered.
 - b. Client shall be responsible for all applicable taxes arising from the services. All taxes will be shall be added to each invoice for services or materials under this agreement.
 - c. Company may suspend or terminate service if Client has failed to pay any undisputed invoice within fifteen (15) days of receipt. Unpaid invoices will be subject to a monthly service charge which is the greater of one and one-half percent (1½%) per month or the highest rate allowed by law.
 - d. Suspended services will be subject to a reinstatement fee of \$295.
 - e. Company reserves the right to adjust the service fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, warranty or hardware maintenance coverage or other changes in the IT infrastructure, or (ii) the level of support required by the client changes. Company anticipates that its costs for providing services will



STRATTMONT Group

CONFIDENTIAL Rev 10/18

increase annually. Accordingly, Company reserves the right to increase its fees on the anniversary date of the contract. Company shall provide at least thirty (30) days prior notice of any fee or charge increases. Company reserves the right to charge

- f. Client for the time utilized in the development of quotes for hardware, services, or software not ultimately purchased through Company at the then-current hourly rate.
- g. Client must contact Company to attempt to resolve any issues before a dispute is registered with any credit provider. Any charges associated with any dispute will be charged to the Client.
- h. Any returned check or declined credit card will result in a \$35 fee.
- i. In the event that a credit card is declined Client must remedy credit card on file within 3 business days or service may be suspended.

5. Limited Warranty:

- a. Company warrants for a period of thirty (30) days following delivery of services (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. Company's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for Company to re-perform any deficient services, or, if Company is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services.
- b. Company shall have no obligation with respect to a warranty claim (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware, software, or service failures or the actions of Client or a third party.
- c. THIS SECTION 5 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY COMPANY. FOR ALL OTHER SERVICES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY MARKETING, SECURITY, SERVICES, INSTALLTION, SOFTWARE, HARDWARE OR SIMILAR PROVIDED OR INSTALLED BY COMPANY SHALL BE CREATED. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

6. LIQUIDATED DAMAGES FOR HIRING OTHER PARTY'S EMPLOYEES:

- a. During the term of this Schedule and for twelve (12) months thereafter, neither party shall retain the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment.) Client and COMPANY agree that any breach of the foregoing obligation would result in harm to the other party and that the amount of legal damages would be difficult to determine. Accordingly, Client and COMPANY agree that for each such employee or ex-employee retained in breach of this Section 4, the party in breach shall pay to the non-breaching party the sum of Fifty Thousand Dollars (\$50,000) as liquidated damages. Client and COMPANY acknowledge and agree that such liquidated damages constitute a reasonable estimate of the damages that would accrue to the non-breaching party and do not constitute a penalty. This provision shall not apply to individuals responding to a general advertisement of employment.

7. LIMITATION OF LIABILITY:

- a. COMPANY SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT, EQUITY, OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. COMPANY SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.
- b. IN NO EVENT SHALL THE CLIENT RECOVER UNDER ANY SCHEDULE EXCEEDING IN THE AGGREGATE (AND NOT PER OCCURRENCE) THE TOTAL PAYMENTS MADE BY CLIENT TO COMPANY IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY IF SUCH LIABILITY EXISTS.
- c. THE LIMITATIONS SET FORTH IN THIS SECTION 5 SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY.

8. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.



STRATTMONT Group

CONFIDENTIAL Rev 10/18

Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by COMPANY shall be deemed Confidential Information and proprietary information of COMPANY without any marking or further designation. Client may use such information solely for its own internal business purposes. COMPANY shall retain all rights to the aforementioned, which shall be returned to COMPANY upon termination of the applicable Schedule. (c) COMPANY shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

9. Independent Contractor: Company and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
10. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.
11. Disputes; Governing Law; Attorney's Fees: Texas law, without regard to its conflict of laws principles, shall govern and enforce this Schedule. Any legal action between the parties arising out of or related to this Schedule shall be adjudicated in a court of competent jurisdiction in Harris County, Texas. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees, expert witness fees, and any other costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.
12. Complete Understanding; Modification: The Schedule, as well as these terms of service, shall constitute the full and complete understanding and agreement between Client and Company, and shall supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.
13. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in the Schedule or these terms of service shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule or these terms of service is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Schedule and the terms of service shall continue in full force and effect.
14. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
15. Notices: Any notice or communication required or permitted to be given under this Schedule shall be in writing and addressed to and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

COMPANY

Attn. Darren Knopp, 3131F East 29th Street, Suite 106, Bryan TX 777802

16. Conditions: The prices and terms on the Schedule are not subject to verbal changes or other agreements unless approved in writing by Company.



STRATTMONT *Group*

CONFIDENTIAL Rev 10/18

17. All Quotations and Agreements Are Contingent Upon Strikes, Accidents, Fires, Natural Disasters, Availability Of Material And All Other Causes Beyond Our Control.
18. Prices are based on costs and conditions existing on date of quotation and are subject to change by Company before final acceptance.
19. Typographical errors are subject to correction.
20. Client assumes liability for patent and copyright infringement when goods or services are rendered to Client's specifications. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Client's formal order will not be binding on Company.
21. All returns are subject to prior approval by Company and may be subject to restocking charges.
22. Client understands that Company is in no way responsible for lost data or software due to hardware failure or technical error. In addition, not all technology products/software are compatible. Product registration and on-going support maintenance/renewals from manufactures of products sold by Company to Client are Client's full responsibility.
23. Company in no way can guarantee compatibility of legacy hardware/Software with new hardware/software purchased from Company or others. Company is not liable for backups. It is the Client's full responsibility to ensure all data is backed up as all times prior to any services.
24. Company in no way can guarantee against viruses, scams, phishing or similar events.
25. Client has agreed and understands all terms and conditions with signature or email approval.
26. Client agrees to refrain from disparaging Company or its employees, or from otherwise injuring the reputation and good standing of Company and its employees. Client agrees not to post any negative or disparaging review, post, comment, or similar any website, social media, reputation site or similar. Client understands that negative or disparaging content could cause irreparable harm to Company and Company may seek damages to the fullest extent possible.
27. Company does not guarantee that, as a result of Company's services performed on Client's behalf, Client will (a) increase or generate revenues, (b) increase its followers or otherwise improve its popularity or interest on any social media platform, (c) increase any website or similar traffic or search ranking (d) attract or retain new clients or other business. Client understands that results may vary and cannot be guaranteed, and the success of Client's business will depend on Client's individual efforts.
28. Client agrees that any legal or government action does not constitute a cause to cease payment for services or fees. In the event of any equipment or systems are seized or forfeited the amount billed will not be decreased for the term of the contract.
29. Client must inform Company within two (2) business days if any compliance or legal action is initiated that may include Company.
30. Company will track hours and be the final authority in the determination of hours.
31. The terms of these terms of services and the Schedule shall apply to Client's employees, contractors, and agents, or similar that may be representing Client in any capacity.
32. Company retains all ownership of any material developed for Client. Client is not entitled to any ownership or royalty of any code, website, programming, graphics, solution, addon, plugin, sales material, writing, reports, samples, digital copy, digital ads, research, processes or similar.
33. Any premium addons, plugins, annual subscriptions or similar provided by Strattmont for any website are the property of Company. Any transfer to another provider or cancellation of service terminates any rights to the usage of addons, plugins, annual subscriptions or similar.
34. Client may be granted access to administer their website hosted on a Strattmont Servers on a limited basis for the purpose of changing text, pictures, and other content. Client at no time will have full administrative access to any website hosted on Strattmont Servers.



STRATTMONT
Group

CONFIDENTIAL Rev 10/18

35. We reserve the right to reject orders for specific industry-based websites including but not limited to: credit card related sites, debt consolidation related sites, dating sites, adult sites, websites that are currently banned / black listed on one or more search engines, illegal content sites. Please ensure your website does NOT fit into any of these categories before submitting your order, as setup fees are non-refundable. If you are unsure, please contact us before placing your order.
36. In the event that a client moves their website from Strattmont servers they may incur additional costs in terms of SSL certificates, plugins, addons, setup environment or similar.