

## Terms and Conditions for Online Technical Support Services

These terms and conditions ("Agreement") govern the provision of online technical support services ("Services") to be provided by Momentum3, LLC ("M3") to you, the client ("Client"). Both parties hereinafter collectively referred to as "the Parties" and individually as "Party". By the Client requesting M3 to provide the Services, the Client agrees to abide by the following terms and conditions:

### Scope of Services

M3 will make reasonable efforts to diagnose and resolve technical issues, troubleshoot errors, and provide assistance with application or code-related problems. However, M3 does not guarantee that all issues will be resolved or that the Services will result in a specific outcome.

### Payment and Fees

- a. The Client agrees to pay for the Services provided by M3 at a rate of \$200 per hour, with a two-hour minimum charge, paid in advance, for each engagement.
- b. Any additional time spent beyond the initial two-hour minimum will be billed to the Client at the rate of \$200 per hour.
- c. M3 shall invoice the Client for any such additional time every two weeks. Client shall have 15 days from the date of the invoice to pay the invoice in full.
- d. The Client shall bear all costs associated with currency conversion or other payment-related charges.
- e. In the event of a payment dispute, the Client shall promptly notify M3 in writing within seven (7) days of receiving the invoice. Both parties shall then work in good faith to resolve the dispute amicably.

### Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Oklahoma. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of Oklahoma.

### Termination

Either party may terminate the Services at any time for any reason. Upon termination, the Client shall pay for all Services provided up to that point.

### Modification of Terms

- a. M3 reserves the right to modify these terms and conditions at any time without prior notice to the Client. Changes will be effective upon posting the updated terms on M3's website or platform.
- b. It is the responsibility of the Client to review the terms and conditions periodically. The continued use of the Services after any modifications will be deemed as acceptance of the updated terms.

### Client Responsibilities

The Client must provide accurate and complete information regarding the issue at hand, including relevant error messages, system specifications, access credentials, etc. The Client is responsible for maintaining data backups and protecting their sensitive information.

### Intellectual Property Rights

- a. The Client retains ownership of all intellectual property rights in their code, content, and data provided to M3 for troubleshooting or code correction purposes ("Client Materials").
- b. M3 acknowledges that it shall not claim ownership of the Client Materials and shall not use them for any purpose other than providing the agreed-upon Services.

- c. Any code, scripts, solutions, or suggestions provided by M3 during the provision of Services ("M3 Solutions") shall remain the intellectual property of M3. The Client is granted a non-exclusive, non-transferable license to use M3 Solutions solely for their internal purposes.
- d. The Client agrees not to reverse-engineer, decompile, disassemble, or attempt to derive the source code from M3 Solutions.

### Third-Party Intellectual Property

- a. M3 will not knowingly provide Services that involve the infringement of any third-party intellectual property rights. The Client agrees to inform M3 if they believe that the Services or M3 Solutions might infringe upon third-party rights.
- a. The Client shall indemnify and hold M3 harmless against any claims, costs, damages, or liabilities arising out of third-party claims related to intellectual property infringement arising from the Client Materials.

### Confidentiality

- a. The Client acknowledges that sharing sensitive or proprietary data with M3 may be necessary for the resolution of technical issues. M3 agrees to treat such data as confidential and will not disclose it to third parties.
- b. M3 will take reasonable measures to protect the confidentiality of the Client's data and will not use it for any purpose other than troubleshooting and code correction.

### Feedback and Improvements

- c. The Client may provide feedback, suggestions, or ideas to M3 regarding the Services or M3 Solutions. The Client agrees that M3 may use such feedback without any obligation to compensate or acknowledge the Client.
- d. Any improvements, modifications, or enhancements made to M3 Solutions based on feedback from the Client or as a result of providing the Services shall be owned by M3.

### No Guarantee of Results

The Client acknowledges that M3 is providing the Services "as is" and, as such, does not guarantee the success or resolution of all technical issues, troubleshooting, or code correction. The Client agrees that M3 is not responsible for any unfavorable outcomes resulting from the provision of Services.

### Indemnification

- a. The Client agrees to indemnify, defend, and hold harmless M3, its officers, directors, employees, and agents from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to the Client's use of the Services, Client Materials, or any breach of these Terms and Conditions.
- b. M3 agrees to indemnify, defend, and hold harmless the Client from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of any claim that M3 Solutions infringe upon the intellectual property rights of a third party.
- c. In the event of a claim that may result in indemnification under this section, the indemnified party shall promptly notify the indemnifying party and cooperate fully in the defense and settlement of such claim. The indemnifying party shall have sole control over the defense and settlement of any such claim.

### Liability Limits

- a. The Client acknowledges and agrees that M3's liability for any claims arising from the provision of Services, including but not limited to technical support, troubleshooting, and code correction, shall be limited to the amount paid by the Client for the specific Services giving rise to the claim.

- b. In no event shall M3 be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of data, loss of profits, or business interruption, even if M3 has been advised of the possibility of such damages.
- c. M3's liability for any claim related to the Services, whether in contract, tort (including negligence), or any other theory of liability, shall not exceed the total fees paid by the Client to M3 for the Services during the six (6) month period immediately preceding the event giving rise to the claim.

## No Consequential Damages

The Client agrees that, to the maximum extent permitted by law, M3 shall not be liable for any indirect, consequential, special, or punitive damages arising out of or related to the Services, regardless of the cause of action.

## Assumption of Risk

The Client acknowledges and agrees that the use of the Services involves inherent risks, including but not limited to the possibility of data loss, software errors, and unforeseen technical issues. The Client assumes all risks associated with the use of the Services.

## Dispute Resolution

- a. In the event of any disagreement or dispute between the parties arising out of any matter relating to or arising out of this Agreement, the Parties shall, in the first instance seek to resolve the matter by discussions between their respective representatives designated specially for this purpose. In the event these representatives are unable to resolve the disagreement or dispute within seven (7) business days, it shall be referred for resolution to a committee comprised of a senior management (Vice President level or above) representative from each Party.
- b. Mediation. If the matter remains unresolved after thirty (30) days of starting the dispute resolution process, either party may initiate mediation upon written notice to the other party, whereupon both parties shall be obligated to engage in a mediation proceeding under the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes, except that specific provisions of this Section shall override inconsistent provisions of the CPR Model Procedure. The mediator will be selected from the CPR Panels of Neutrals. If the parties cannot agree upon the selection of a mediator within ninety (90) days after the Notice Date, then upon the request of either party, the CPR shall appoint the mediator. The parties shall attempt to resolve the dispute through mediation until one of the following occurs: (i) the parties reach a written settlement; (ii) the mediator notifies the parties in writing that they have reached an impasse; (iii) the parties agree in writing that they have reached an impasse; or (iv) the parties have not reached a settlement within one hundred and twenty (120) days after the Notice Date.

## Survival

The indemnification obligations, as well as any other provisions of these Terms and Conditions that by their nature should survive termination, shall survive the termination or expiration of this Agreement.

## Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, or representations, whether oral or written.

By using M3's Services, the Client acknowledges that they have read, understood, and agreed to these terms and conditions. If the Client does not agree to these terms, they should not proceed with the Services.