

# Service Agreement

This Service Agreement (the "Agreement") is made and entered into effect as of the date received (the "Effective Date") by the Client (the "Company") of Willan Technologies, (collectively, the "Parties"). The following terms and conditions govern the partnership between the parties and is subject to change as deemed necessary by Willan Technologies with notice to other parties. The Company agrees to all the terms of this agreement unless explicitly denied and in writing to Willan Technologies.

WHEREAS, the Company requests that Willan becomes its Remote Information Technology (IT) Department in order to perform Information Technology services and Consulting as requested or needed by the Company now and in the future; and WHEREAS, the Company and Willan Technologies enter into an agreement, which will define respective rights and duties as to all services to be performed,

WHEREAS, Willan and the Company affirm that they have read and understood all the provisions contained in this Agreement, and in the case that it requires clarification as to one or more of the provisions contained herein, they have requested clarification or otherwise sought legal guidance,

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

## 1.0 Services.

Beginning on the Effective Date and remaining in effect for the duration of this Agreement, Willan shall be the only IT service provider of the Company without limitation and as detailed below.

## Details of the works

Willan Technologies will be responsible for providing IT consulting and IT services such as Website designs, web and mobile application design and development, Maintenance and any other IT related task as requested by the Company's Management. Willan will be responsible for hosting and maintaining all Company's websites or web (or mobile) applications. Willan may use a third party at its discretion if needed in order to provide any requested service to the Company and such third party will not have any direct or indirect communication or interaction with the Company.

### 1.0 Technical support

For any technical support need, Willan Technology will be the only point of contact and shall do everything possible to ensure the Confidentiality, Integrity and Availability of the Company's data. Willan guarantees a 48 hours response time to any inquiries made by the Client or its representatives. They will ensure that any Company's request for technical support is resolved in a quick and professional manner.

### 2.0 Company Representations and Warranties.

Beginning on the Effective Date and remaining in effect for the duration of this Agreement, the Company makes the following representations and warranties.

2.1 That it is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between the Company and any other person, firm or organization or any law or governmental regulation.

2.2 That it is in full compliance with any and all laws and/or statutes applicable to the services described hereunder.

2.3 That the Company does not have any business dealing with the Ohio Department of Public Safety (ODPS) or Accenture and that the Company will notify Willan as quickly as possible if it enters in any agreement with ODPS or Accenture in the future.

### 3.0 Compensation.

The work performed by Willan shall be performed at the rate set forth in the invoice. Such invoice shall be due and payable within the invoice due date or a maximum 5 days after the due date of the invoice. The first invoice will be payable to Willan before any work will begin. The billing cycle runs from the first through the last day of every month. If needed, the charges will be prorated to reflect the number of days to be paid for the plan before the next billing cycle begins. The pricing and other charges depend on the plan subscribed by the Company (On Call, Part Time, Full Time and Over Time). This 2-year Plan is governed by Willan Technologies' Plan Policy and is automatically renewed after 2 years unless cancelled in writing by either party. All fees related to online or credit/debit cards transactions are charged to the Company. Check transactions are free of charge. When a work is performed per the requirements and as directed by this agreement, no refund is possible.

## 4.0 Confidential Information.

4.1 Willan and its employees shall not, during the time of rendering services to the Company or thereafter, disclose to anyone other than authorized employees of the Company (or persons designated by such duly authorized employees of the Company) or use for the benefit of Willan and its employees or for any entity other than the Company, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Company's projects or programs; the technical, commercial or any other affairs of the Company; or, any confidential information which the Company has received from a

third party.

4.2 Willan shall, upon request of the Company and/or upon termination of this Agreement, immediately return such confidential information and all copies thereof in any form whatsoever under the power or control of Willan to the Company and delete such information from all retrieval systems and databases or destroy same as directed by the Company.

## 5.0 Intellectual Property.

5.1 Willan guarantees that all content provided by Willan to the Company's, in furtherance of the services described hereunder, including, without limitation, images, videos and text, including any intellectual property, such as copyrights or trademarks (the "Content"), is owned solely and legally by Willan.

5.2 Willan hereby assigns to Company or its designee, for no additional consideration, all Willan's rights, including copyrights, in all deliverables and other works prepared by Willan under this agreement. Willan shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that the Company reasonably requests to establish and perfect the rights assigned to the Company or its designee under this provision.

5.3 Any materials developed by the Company, making use of content, remains the sole property of the Company subject to all applicable laws and/or statutes.

5.4 During the course of performing under this Agreement, Willan and its directors, officers, employees, or other representatives may, independently or in conjunction with the Company, develop information, produce work product, or achieve other results for the Company in connection with the services it performs for the Company under this Agreement. Willan agrees that any such information, work product, and other results, systems and information developed by Willan and/or the Company in connection with such services (hereinafter referred to collectively as the "Work Product") shall, to the extent be permitted by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. § 101), and shall remain the sole and exclusive property of Company. Note that this provision shall have no effect on the status of the relationship between the Company and Willan, as set out in Section 5 above. In particular, this provision does not apply if Willan is a California resident at the time of entering into this Agreement; in such case, Willan hereby assigns copyrights for any such information, work product, and other results, systems and information to the Company's.

## 6.0 Liability.

6.1 The Company makes no guarantees regarding the physical and/or mental fitness of any Client. Willan shall perform the services set out in this Agreement at his or her own risk.

6.2 EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

6.3 Failure to pay 2 (two) consecutive invoices will result in interruption of our services.

6.4 Late payment fee are 5% of the payment missed and service restoration fee will be charged up to \$100.

6.5 There is a returned check fee of \$25.

## 7.0 Disclaimer of Warranty.

7.1 THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

## 8.0 Indemnification.

8.1 Willan agrees to indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Willan's services under this Agreement. This provision shall survive the duration of this Agreement.

8.2 Willan agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, Willan's services under this Agreement, unless expressly stated otherwise by the Company, in writing.

## 9.0 Duration, Scope and Severability.

9.1 This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to Section 11 of this Agreement.

9.2 The Company may terminate this Agreement for any reason upon ninety (90) days' notice to Willan. Either party may terminate this Agreement for cause immediately upon notice to the breaching party.

9.3 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

9.4 In case of termination of this agreement, all payments or potential payments to Willan Technologies are immediately due. The amount due will be determined based on the normal (non-discounted) membership price for the remaining period of the 2 years term plus any unpaid or upcoming invoice plus a termination fee of \$500. The termination fee is only applied when the termination request is from the Company.

9.5 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

9.6 Any invoice to the Company is part of this agreement.

9.7 Willan has the right to include any work for the company in its Portfolio.

9.8 Willan reserves the right to update this agreement any time and for any reason or without any reason at all. The Client shall be promptly notified whenever there is an update to this agreement and continuance of service by the Client is the explicit agreement to the newly presented version of this agreement.

9.9 No signature of this agreement is required from either party. Receipt of this Agreement, Acceptance of Willan Service(s) or Any Payment made to Willan by Client is proof of the consent of the Client to this Agreement.

## 10.0 Governing Law and Jurisdiction.

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Ohio. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF OHIO.

## 11.0 Waiver of Rights.

11.1 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date.

## APPENDIX A: PRICING AND COMPENSATION GUIDELINES

The Company shall not be responsible for federal, state and local taxes derived from Willan's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to Willan.