

IT Systems Maintenance Agreement

This IT Systems Maintenance Agreement is made on the date of last signature set out below between:

- HB Computers, Inc., whose registered address is 18080 Beach Blvd, Suite 103, Huntington Beach, CA 92648 (hereinafter referred to as “**HB Computers**” or “**We**”), and
- _____ (hereinafter referred to as the “**Client**”) of address, _____, _____, _____, _____;

Definitions and Interpretation

1. In the Contract, the following words are defined:

Contract	the Contract set out in this document including any agreed written amendments;
Commencement Date	The date HB Computers has received subscription payment from the Client;
Operation Services	any Work developed, created, written, prepared, devised or discovered by HB Computers or the Client in the course of providing the Services;
Intellectual Property	all existing or future intellectual and industrial property rights anywhere in the world in HB Computers Work including any invention, patent, utility model right, copyright and related right, trademark, trade name, internet domain name, design right, design, service mark, database right, topography right, right in get-up, rights in goodwill or to sue for passing-off and any other right of a similar nature whether registered (or capable of registration), and the right to apply for any of these;
Representative	Amir Rajput, HB Computers’ Network Engineer or any other person who performs the Services on behalf of HB Computers under this Contract;

Services	(a) the services which are set out and described in the schedule to this Contract and (b) any other services agreed between the parties.
Term	the term of this Contract;
Work	all forms of work, including works of authorship, products, documents, materials, discoveries, inventions, programs (including software programs and source code), databases, know-how, methodologies, ideas, and designs;
Computer System	shall mean the computer hardware, identified by model and serial numbers, and the computer software listed on the Schedule attached hereto and made a part hereof.
Services	shall mean the Operation, Maintenance, and Management of the Computer System, specifically defined in Description of Services.
Operation	shall mean the operation of the Computer System, including, but not limited to manipulation and computation of data by the Computer System, the outputting of such manipulated and computed data by the Computer System, and communication between elements of the Computer System.
Maintenance	shall mean remedial maintenance and preventive maintenance of the Computer System.
Management	shall mean the scheduling of the use of the Computer System, procurement of supplies and spare parts therefore, and recommendation of changes and additions there to.
Up-Time	shall mean total time, during any calendar week, that the Computer System is available for Operation during the time scheduled for Operation divided by the total time scheduled for Operation during such calendar week.
Schedule A	Stipulates the various subscription plans, whereby the Client must select one plan in order to be subscribed.

Schedule B	Specifies the terms and commitment of the service that will be provided by HB Computers
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2. In the Contract, unless the opposite is clear from the context:
 - 2.1. all singular words include plural ones and vice versa;
 - 2.2. all references to paragraphs, schedules or appendices are to the ones in the Contract;
 - 2.3. all references to a person include firms, companies, government entities, trusts, and partnerships;
 - 2.4. the term 'including' does not exclude anything not listed;
 - 2.5. all references to statutory provisions include any changes to those provisions;
 - 2.6. the headings are not part of the Contract.

Appointment

3. From the Commencement Date, acting through the Client, HB Computers will perform the IT Services as requested by the Client, which shall be subject to the subscription of the Client. The Client is not obliged to provide work for HB Computers or the Client.
4. This Agreement HBC and Client is exclusive. If any changes or other events that are beyond the parties' control require adjustments to this Agreement, both parties shall make a "good faith" effort to agree on the adjustments. Such agreements shall be put in writing, signed by both parties and added to this Agreement.

Services

5. From the Commencement Date, acting through the Client, HB Computers will perform the IT Services as requested by the Client, which shall be subject to the subscription of the Client. The Client is not obliged to provide work for HB Computers or the Client.
6. HB Computers must (and where appropriate must procure that the Client will):
 - 6.1. perform the Services using reasonable care and skill and to the best of its and the Client's abilities;
 - 6.2. keep the Client properly informed of progress on all services and give them written information when asked to;

7. HB Computers can provide a suitably skilled and qualified substitute to the Client to perform the Services if the Client gives prior written consent. Under these circumstances, the substitute would be paid by HB Computers after HB Computers invoiced the Client.
8. During the Term, HB Computers and the Client may work for or be involved in any other business or undertaking as long as doing this does not create a conflict of interest or interfere with the Services.
9. During the term hereof, HB Computers shall perform Services, which shall be subject to Client's written acceptance and shall be performed by HB Computers' employees, acceptable to the Client, who are skilled in the Operation and Maintenance of the Computer System. The Client may, for any reason, request that such employees be replaced by other skilled employees of HB Computers.
10. The preventive maintenance and, whenever possible, the remedial maintenance portions of the Maintenance shall be performed during the times that the Computer System is not scheduled for Operation. To the extent any Maintenance is required to be performed during the times that the Computer System is scheduled for Operation, HB Computers shall provide, at no additional cost to Client, a backup capability for that portion of the Computer System for which Maintenance is being performed. The performance of HB Computers shall include HB Computers' procurement of supplies and spare parts sufficient to ensure that the Operation of the Computer System is uninterrupted.

Excluded Services

11. Service rendered under this Agreement does not include:
 - 11.1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
 - 11.2. The cost of any parts, equipment, or shipping charges of any kind.
 - 11.3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
 - 11.4. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
 - 11.5. The cost to bring the Client's environment up to the minimum standards required for Services.
 - 11.6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
 - 11.7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by HB Computers, including

alterations, software installations or modifications of equipment made by Client's employees or anyone other than HB Computers.

- 11.8. Maintenance of Applications software packages, whether acquired from HB Computers or any other source unless as specified in Schedule B.
- 11.9. Programming (modification of software code) and program (software) maintenance unless as specified in Schedule B.
- 11.10. Training Services of any kind.

Support and Escalation

12. HB Computers will respond to Client's Trouble Tickets under the provisions of Schedule A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Schedule A.

Insurances

13. HB Computers shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The client will not be required to:
- 13.1. Withhold FICA from our payments or make FICA payments on our behalf,
 - 13.2. Make state or federal unemployment compensation contributions on our behalf, or
 - 13.3. Withhold state or federal income tax from our payments.
 - 13.4. If we are required to pay any federal, state or local sales, use, property or value-added taxes based on the services provided under this Agreement, prior permission shall be obtained from Client and – if approved – the taxes shall be separately billed to the Client. We will not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

Status and Resources

14. HB Computers is an independent contractor, in business on his own account. The parties agree that this Contract and providing the Services do not make HB Computers or the Client an employee, worker, partner, member or agent of the Client and HB Computers and the Client cannot hold itself or himself out as such. HB Computers and the Client do not have (and must not hold themselves out as having) any authority to incur any expense to the Client or to bind the Client in any other way.

Suitability of Existing Environment

15. In order for the Client's existing environment to qualify for HB Computers' Managed Services, the following requirements must be met:
- 15.1. All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later and have all of the latest Microsoft Service Packs and Critical Updates installed.
 - 15.2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 Pro or later and have all of the latest Microsoft Service Packs and Critical Updates installed.
 - 15.3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
 - 15.4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
 - 15.5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes;
 - 15.6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
 - 15.7. All Wireless data traffic in the environment must be securely encrypted.
 - 15.8. There must be an outside static IP address assigned to a network device, allowing RDP or VPN access.
16. Costs required to bring the Client's environment up to these Minimum Standards are not included in this Agreement.

Monitoring Services

17. HB Computers agrees to provide ongoing monitoring and security services of all critical devices as indicated in Schedule B. HB Computers will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, HB Computers shall make every attempt to rectify the condition in a timely manner through remote means.

18. Clients shall retain access to our powerful IT documentation software where all their credentials are secured and as HB Computers seeks to always put the Client on the forefront of documentation management.

Termination

19. This Contract commences once subscription payments are paid, and shall end on the Clients notice for termination or the non-payment of subscription payments. Either party can terminate the Contract in writing immediately without notice (without prejudice to other rights in law to terminate this Contract) if:

19.1. HB Computers or the Client is guilty of any misconduct;

19.2. HB Computers or the Client commits any repeated or fundamental breach of this Contract, fails to comply with the Client's policies or any reasonable and lawful directions of the Client or HB Computers or the Client is negligent or incompetent in performing the Services;

20. HB Computers can terminate this Contract immediately without notice or payment of any compensation if the Client:

20.1. commits any fundamental breach of this Contract;

20.2. commits a criminal offense or acts in a way, whether or not while HB Computers or Representative is providing the Services, that is likely to damage HB Computers', the Client's or the Client's reputation;

Confidential information

21. During the Term, all information about the Client is strictly confidential and will not be disclosed by the Provider to third parties without the prior written consent of the Client. All Client "usernames," "logins," "account names" and passwords will remain private and confidential and will not be disclosed by Provider to third parties without the prior written consent of Client. All paperwork generated by Provider that may include data enabling access to Client proprietary or confidential information will be kept private and secure always and will not be disclosed by Provider to third parties without the prior written consent of Client.

22. All customer data and their information that is stored on our servers is the property of HB Computers but may not be used to access Client proprietary or confidential information or to conduct business on behalf of the Client or the Provider. Client software information that

is stored on our servers, or can be accessed remotely by Provider, may not be duplicated or used to conduct business on behalf of the Client or the Provider. No additional code or software may be added to the Client computer(s) without the express written consent of the Client.

23. The Client may have access to the confidential information of HB Computers or Representative included in the first clause in this section on Confidential Information and the Client agrees not to use or disclose or allow the use or disclosure of any such confidential information without HB Computers' prior written consent apart from if the second clause in this section on Confidential Information applies.

Insurance and Limitation of Liability

24. HB Computers shall not be liable and shall not indemnify the Client for any loss, liability, costs (including reasonable professional costs), damages or expenses arising from any breach by HB Computers or a substitute engaged by HB Computers of the terms of this Contract including any negligent or reckless act, omission or default of providing the Services.
25. HBC's total liability to the Client under this Agreement for damages, costs, and expenses shall not exceed the compensation received by HBC under this Agreement. However, we shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of HBC or our employees or agents while on Client's premises to the extent that Client did not cause such actions or omissions.
26. Neither party to this Agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.

Data Protection

27. HB Computers may hold and process a wide variety of personal data about the Client, including references, personal records, emails containing personal details, addresses, and details of contractual benefits. Some of this data may be "sensitive personal data" including information about:
- 27.1. Information stored within the computer systems,
 - 27.2. any criminal proceedings involving the Client for insurance purposes and to comply with legal requirements and third-party obligations.

28. The Client warrants that HB Computers can process personal data and sensitive personal data and can transfer it to any associated company and the Client's business contacts.

Warranties and indemnities

29. HB Computers represents and warrants that it and the Client do not have any obligation which would in any way restrict or prohibit it or him from complying with this Contract; and

30. The total liability of HB Computers under the Contract is capped at 50 % of the total amount paid and payable under the Contract by the Client, however, it may arise, including for:

30.1. the acts or omissions of the Client or any Consultant's other employees, agents, consultants or subcontractors;

30.2. any representation, statement or negligent act or omission affecting the Contract.

31. HB Computers shall not be liable to any other party under the Contract (except where required by law) for any:

31.1. special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

31.2. loss or corruption of any data, information, database or software;

31.3. loss of profits;

31.4. loss of business; or

31.5. depletion of goodwill and/or similar losses.

32. Nothing in this Contract:

32.1. limits or excludes the liability of a party for death or personal injury caused by the negligence of that party;

32.2. limits or excludes the liability of a party for fraud or fraudulent misrepresentation; or

32.3. limits or excludes the liability of any party in any way that is not permitted under applicable law.

33. All warranties, conditions and other terms implied by statute or common law are excluded from this Contract unless otherwise stated in this Contract, to the fullest extent permitted

by law.

Intellectual Property

34. HB Computers warrants to the Client that:

- 34.1. it has obtained from the Client a written and valid assignment of all existing and future Intellectual Property and of all materials embodying such rights and a written irrevocable waiver of all the Client's statutory moral rights in HB Computers Work, to the fullest extent permissible by law; and
- 34.2. the Client has agreed to hold on trust for HB Computers any Intellectual Property in which the legal title has not passed (or will not pass) to HB Computers.

35. HB Computers hereby assigns to the Client absolutely as beneficial owner with full title guarantee the Intellectual Property for the full term of those rights and all renewals and extensions of those rights. HB Computers will promptly disclose and give to the Client all Intellectual Property for the exclusive use and benefit of the Client and keep their details confidential, delivering all documents relating to any part of the invention to the Client whenever requested by the Client. HB Computers will not register or attempt to register any of the intellectual property rights in any work carried out under this Contract, nor any inventions, unless at the Client's request. HB Computers will do all acts necessary to confirm that absolute title in all intellectual property rights in the work carried out during this Contract and any Inventions has passed or will pass, to the Client.

Circumstances beyond the control of the parties

36. A party to this Contract shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. In these circumstances, the affected party must notify the other party or parties as soon as reasonably practicable. The notified party or parties may suspend or terminate the Contract on notice, taking effect immediately upon delivery of the notice.

Entire Agreement

37. This Contract contains the whole Contract between the parties relating to its subject matter and supersedes all prior discussions, arrangements, warranties, representations, assurances or Contracts that might have taken place, orally or in writing in relation to the Contract. Both parties acknowledge that they enter this Contract without reliance on anything previously discussed and not set out in this Contract and that they have no right to claim for

innocent or negligent misrepresentation based on anything in this Contract. Nothing in this clause excludes or limits liability for fraud.

General

38. No party may assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Contract without the prior written consent of the other party or parties, such consent not to be unreasonably withheld.
39. No variation to this Contract shall be valid or binding unless it is recorded in writing and signed by or on behalf of the parties.
40. This Contract may be executed in any number of counterparts, each of which, when executed, is a duplicate original, but all the counterparts together form one Contract.
41. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
42. A provision which by its intent or terms is meant to survive the termination of this Contract will do so.
43. If any court or competent authority finds that any provision (or part) of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of this Contract shall not be affected.
44. Any notice to be delivered under this Contract must be in writing and delivered by pre-paid first class post to or left by hand delivery at the registered address or place of business of the notified Party, or sent by email to the other Party's main business email address as notified to the sending Party.
45. Notices:
 - 45.1. sent by post shall be deemed to have been received, where posted from and to addresses in the United States, on the second Business Day and where posted from or to addresses outside the United States, on the tenth Business Day following the date of posting.
 - 45.2. delivered by hand shall be deemed to have been received at the time the notice is left at the proper address.
 - 45.3. sent by email shall be deemed to have been received on the next Business

Day after sending.

Governing law and jurisdiction

46. This Contract shall be governed by and interpreted according to the Laws of the State of California and all disputes arising under the Contract (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of California State courts.

The parties have signed this Contract on the day(s) and year set out below:

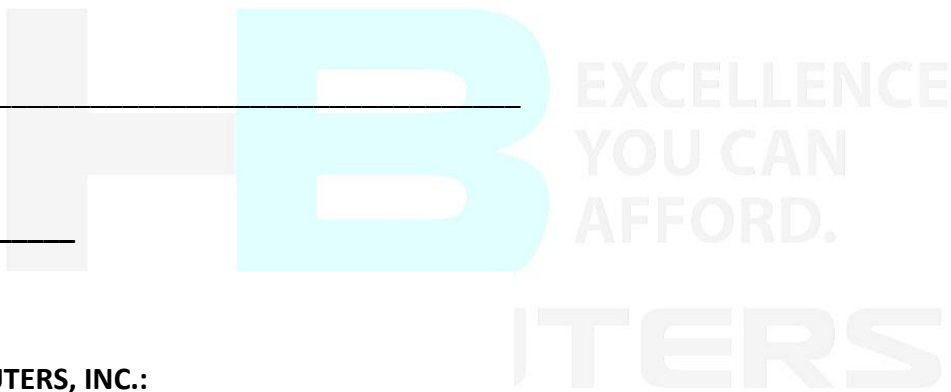
CLIENT:

Executed by the Client:

Signature: _____

Name: _____

Date: _____



HB COMPUTERS, INC.:

Executed by the Founder and Manager on behalf of HB Computers, Inc.:

Signature: *Amir Rajput*

Name: Amir Rajput, Founder, and Manager

Date: _____

SCHEDULE A SPECIFICATION OF IT SERVICES

The Managed Services provides includes:

1. Maintain and repair the Client's existing workstations and servers.
2. Upgrade Client's workstations and servers purchased by Client.
3. Move, set-up and maintain printers purchased by Client.
4. Research and recommend hardware and software as needed by the Client.
5. Install and configure software purchased by the Client.
6. Uninstall and remove software as needed per Client's instructions.
7. Install and maintain virus protection software, server backup system, business networks, and related network cables.
8. Ensure that proper firewalls and routers are in place and that the server is in a secure environment.
9. Run periodic software checks to detect possible security holes in the firewall and the network.
10. Serve as a liaison between Client and software vendors.
11. Perform basic training on software applications.
12. Install and troubleshoot printers and scanners.
13. Document and maintain network as well as the computer environment.

For each of the above services to which the Client subscribes, the appropriate segments are monitored for loss of connectivity 24 hours per day, 7 days per week, and 365 days per year. When loss of connectivity is identified, the connection where the failure has occurred is checked, and the problem is corrected if it can be addressed by HB Computers.

HB Computers may install software or apps that grant it necessary permissions to access Customer's equipment remotely ("Access Permissions"). This remote access will allow HB Computers to view and control Customer's equipment and data for purposes of monitoring and support. HB Computers may also install software or apps that provide remotely stored

credentials for Customer. Such software and apps may include, but are not limited to Atera. Atera and similar programs require 24-hour connectivity to Customer's equipment and have the capability to automatically generate problem tickets. Atera and similar programs do not require continuous monitoring, but when activated allow HB Computers to connect remotely to Customer's equipment. In consideration of requesting Access Permissions, Customer accepts all liability and damage limitations set forth in this Agreement. Under no circumstances shall HB Computers be or become liable to Customer for any loss or damage during the course of remotely monitoring or supporting Customer's equipment, or arising out of Customer's use of remote credentials software or apps, or systems for maintaining Customer passwords, unless caused solely by HB Computer's gross negligence or intent to harm Customer.

Support

Remote support is included in the Agreement. We are available Monday through Friday, 9:00 am – 5:00 pm. If any work takes longer than expected and extends beyond business hours, we will transport the equipment to our location to service and then return.

Service Calls Where No Trouble is found

If the Client requests onsite service and no problem is found or reproduced, the Client shall be billed at the current applicable rates as indicated in Schedule B.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 9:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of \$240.00 Per hour.

The Help Desk is your first point of contact for any service-related issues or questions. Support staff can be reached by:

- E-mail: support@hbcomputerz.com;

SCHEDULE B – PAYMENT AND CREDIT CARD AUTHORIZATION

The Client hereby agrees to pay the total fee of \$_____/USD per month, HB Computers will invoice the Client on a Monthly basis, and each invoice shall become due and payable on the first day of each month. The first month will include an additional one-time setup fee equal to the monthly service fee. Services will be suspended if payment is not received within 5 days following date due. Refer to Schedule B for services covered by the monthly fee under the terms of this Agreement.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

HB Computers charges a pre-paid, monthly fee of \$_____ for 5 hours of on-site maintenance labor and \$120.00 per hour for each hour beyond the 5 hours. Hours may not be accumulated from one month to another, and there are no refunds for unused hours in any given month.

HB Computers will submit an invoice to the Client upon finalizing this Agreement. Payment shall be due upon receipt of the invoice date. We will invoice monthly for billable hours that exceed the maintenance plan limit as well as the following month's maintenance plan fee. All invoices must be paid upon receipt of the invoice date.

Late payments will incur penalty fees of 5% per month from the due date until the full amount is paid.

HB Computers require that you reimburse us for the following expenses:

- a) Travel expenses other than a 20-mile commute. This includes airfares, rental vehicles, and highway mileage at 0.99 cents per mile provided that such travel is approved in writing by the Client.
- b) Telephone, fax, text message and online charges.
- c) Postage and courier services.
- d) Printing and reproduction.
- e) Computer services and other expenses resulting from the work performed under this Agreement provided that the Client approves such expenses in writing.

HB Computers will submit an itemized statement of expenses incurred with payment due upon receipt of each statement.

» **Payment Authorization (ACH Credit Card) Form**

CREDIT CARD FUNDING

Please print bank information in CAPITAL LETTERS (Information is available from your bank). Submission of this payment authorization is an acknowledgment that I am an authorized signer on the credit card listed for the direct payments.

Type of Credit Card: **Visa** **Master** **Amex** **Discover**

Name of Credit Card Holder: _____

Credit Card Number: _____

Date of Expiration: _____

CVV Code: _____

AUTO DEBIT AUTHORIZATION

I authorize HB Computers to automatically debit my credit card monthly for the number of my payments plus any additional principal as indicated above. HB Computers is authorized to debit my credit card until HB Computers has received written notification to terminate this service. Termination request must be received by HB Computers (7) days prior to the next scheduled monthly draft. I acknowledge that HB Computers as the originator of the ACH debit transactions to my account must comply with the provisions of U.S. law.

Payments will be automatically withdrawn from the account on the day: _____ each month.

Clients Name: _____

Address: _____

Signature: _____