



General Terms and Conditions

COMPREHENSIVE SOLUTIONS FOR RELIABLE IT MANAGEMENT AND SUPPORT

Quantec Systems, LLC

Version 2.0

Effective Date: 8/18/2026

Table of Contents

GENERAL	4
1. DEFINITIONS AND INTERPRETATION	4
2. APPLICATION OF THESE CONDITIONS AND ORDER OF PRECEDENCE	6
3. COMMITMENT TERM	6
4. TERMINATION	6
5. REPRESENTATIONS	7
6. NOTICES	7
7. GOVERNING LAW AND VENUE	8
8. ASSIGNMENT	8
9. VARIATION OF THESE CONDITIONS	8
GOODS AND SERVICES	8
10. QUOTES	9
11. ORDERS	9
12. PRICING AND RATES	10
13. SERVICES AND PLANS	11
14. SUBCONTRACTING	11
15. DELIVERY, TITLE, AND RISK	11
16. RETURNS AND CLAIMS FOR GOODS	11
17. COMPUTER UTILITY, FUNCTIONALITY, AND FITNESS FOR PURPOSE	12
18. FORCE MAJEURE	12
19. PRODUCT SPECIFICATIONS	13
20. WARRANTIES	13
21. LIABILITY	13
22. ERRORS AND OMISSIONS	14
OUR RESPONSIBILITIES	14
23. PRIVACY AND CLIENT DATA	14
24. OUR WEBSITE	14
25. INSURANCE COVERAGE	15
26. SECURITY INCIDENT NOTIFICATION AND RESPONSE	15
YOUR RESPONSIBILITIES	15
27. LODGING OF SERVICE REQUESTS	15
28. ACCESS TO SYSTEMS, SITES, AND PEOPLE	15
29. THIRD PARTY AUTHORIZATIONS	16
30. PAYMENT, LATE PAYMENT, AND DEFAULT	16
31. NON-SOLICITATION OF PERSONNEL	17
32. SOFTWARE AND LICENSING	17
33. CONFIDENTIALITY AND INTELLECTUAL PROPERTY	17

APPENDIX A.....19

A. SERVICE REQUEST LODGEMENT PROCESS.....19

GENERAL

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions, the Rate Schedule, and every Quote, Order, Service Schedule, Plan, contract, or other arrangement in connection with the supply of Goods or Services by Quantec Systems, LLC, the following words have the following meanings:

“After Hours” means Monday through Friday from 5:01 p.m. to 7:59 a.m., and all day Saturday and Sunday, including Public Holidays.

“Business Hours” means Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time, excluding Public Holidays.

“Client” or **“You”** or **“Your”** means a person or entity that seeks or obtains a Quote for, or that orders, Goods or Services from Us. This includes the person or entity named on an Order, the person who places an Order, and the person or entity on whose behalf an Order is placed or appears to be placed, and in each case their successors and permitted assigns.

“Conditions” means these General Terms and Conditions.

“Confidential Information” means all non-public information disclosed by one party to the other, whether orally, in writing, or by access to systems, that is identified as confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. Client Data is Confidential Information of the Client. Our pricing, methodologies, documentation, tooling, and technical proposals are Confidential Information of Ours.

“Client Data” means all data, information, records, files, configurations, and other materials belonging to or used by the Client and accessed, processed, stored, or transmitted by Us in connection with the Services.

“Goods” means any goods sourced or provided by Us, including computer hardware and Software, and any services provided in connection with any of those things.

“Managed Services Agreement” means the Quantec Systems Managed Services Agreement executed by Us and the Client, together with its appendices.

“Order” means any order placed by You with Us for Goods or Services in any form, including an accepted Quote.

“Period” means a number of half-days, days, weeks, months, or other interval agreed between Us and You as the period during which Services will be provided.

“Plan” means any arrangement between Us and You for recurring Services or the provision of Goods, including as set out in a Service Schedule.

“Public Holidays” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, and Christmas Day, together with any other day We designate as a holiday upon reasonable advance notice.

“Quote” means a written quotation provided to You by Us setting out proposed Goods or Services, quantities, scope, and pricing.

“Rates” means the hourly rates and other charges for Services, including call-out fees and any Return or Cancellation Fee, set out in the Rate Schedule, a Plan, a Service Schedule, a Quote, or these Conditions.

“Rate Schedule” means the schedule of rates, charges, and conditions for Services as set by Us and as may be varied from time to time in accordance with clause 12.

“Return or Cancellation Fee” means a fee charged pursuant to clause 12.5.

“Security Incident” means the confirmed unauthorized access to, acquisition of, disclosure of, or destruction of Client Data within systems under Our management.

“Service Request” means a request for service, including additions, moves, changes, and technical assistance.

“Service Schedule” means any schedule, statement of work, order form, or similar document that sets out the scope, fees, term, or special terms applicable to Your Services.

“Services” means the provision of any services by Us, including Work, monitoring, administration, advice, and recommendations.

“Software” includes software, applications, operating systems, patches, updates, and any installation, configuration, or support services provided in connection with any of those things.

“Us” or **“Our”** or **“We”** means Quantec Systems, LLC, a Texas limited liability company, and its successors and permitted assigns.

“Work” means anything We may do, provide, customize, produce, or acquire in connection with or for the benefit of You, including testing, troubleshooting, installation and configuration of equipment or software, consulting, scoping, planning, documenting, and quoting.

1.2 In these Conditions and in every Quote, Order, Service Schedule, Plan, contract, or other arrangement in connection with the supply of Goods or Services by Us, unless a contrary intention appears:

- words denoting the singular include the plural and vice versa;
- a reference to any gender includes every other gender;
- headings and bolded words are for convenience only and do not affect interpretation;
- all references to dollars (\$) are to United States dollars;
- a reference to time is to Central Time, meaning Central Standard Time or Central Daylight Time as applicable on the relevant date;
- a reference to an individual or person includes a corporation, partnership, joint venture, association, limited liability company, authority, trust, state, or government, and vice versa;
- a reference to a clause, schedule, annexure, or exhibit is to a clause, schedule, annexure, or exhibit of these Conditions;
- a schedule, annexure, or description of the parties forms part of these Conditions;
- a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, or replaced from time to time;
- where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- a reference to “includes” means includes without limitation; and
- a reference to bankruptcy or winding up includes bankruptcy, winding up, liquidation, dissolution, receivership, assignment for the benefit of creditors, and the occurrence of anything analogous or having a substantially similar effect under applicable law.

2. APPLICATION OF THESE CONDITIONS AND ORDER OF PRECEDENCE

- 2.1 These Conditions are incorporated into and apply to every Quote, Order, Service Schedule, Plan, contract, or other arrangement in connection with the supply of Goods or Services by Us to You.
- 2.2 Where a conflict or inconsistency exists between documents, the following order of precedence applies, from highest to lowest:
 - 2.2.1 the accepted Quote or Service Schedule, with respect to scope, quantities, pricing, and term;
 - 2.2.2 the Managed Services Agreement, with respect to service delivery obligations, service levels, and legal terms;
 - 2.2.3 these Conditions, with respect to all other matters.
- 2.3 For the avoidance of doubt, a term appearing only in one document is not in conflict with the others and remains in full force.
- 2.4 If any provision of these Conditions is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed. The remaining provisions shall continue in full force and effect.

3. COMMITMENT TERM

- 3.1 The minimum term for which You acquire recurring Services is set out in the applicable Quote or Service Schedule and is referred to as the Commitment Term. The Commitment Term begins on the first day of the month following the date You accept the applicable Quote or Service Schedule, unless otherwise stated in writing.
- 3.2 Upon expiry of the Commitment Term, the term will automatically renew for successive periods equal in length to the original Commitment Term, unless either party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term, or unless earlier terminated in accordance with clause 4.

4. TERMINATION

- 4.1 **Termination for cause:** Either party may terminate upon thirty (30) days written notice if the other party materially breaches its obligations and fails to cure the breach within that thirty (30) day period.
- 4.2 **Termination on insolvency or cessation:** Either party may terminate immediately upon written notice if the other party ceases business operations, becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or trustee appointed over a substantial part of its assets.
 - 4.2.1 Where We terminate under clause 4.2 because You have ceased business operations, become insolvent, made a general assignment for the benefit of creditors, or had a receiver or trustee appointed, You will pay the amount calculated in accordance with clause 4.5, due as of the effective termination date, to the extent enforceable under applicable law.
 - 4.2.2 Where You terminate under clause 4.2 because We have ceased business operations, become insolvent, made a general assignment for the benefit of creditors, or had a receiver or trustee appointed, no amount is payable under clause 4.5 and You owe only amounts accrued through the effective termination date.
- 4.3 **Immediate termination by Us:** We may terminate immediately upon written notice if You fail to pay amounts when due and do not cure within ten (10) days of written notice of non-payment, compromise the security of

systems under management, engage in fraud or unlawful conduct, or create a material operational or legal risk to Us or any third party.

- 4.4 **Termination for convenience by Us:** We may terminate for convenience upon sixty (60) days written notice to You. If We terminate for convenience, Your obligation to pay future recurring fees ceases as of the effective termination date and no early termination charge applies.
- 4.5 **Early termination by You:** If You terminate before the end of the Commitment Term other than for cause under clause 4.1, You agree to pay the recurring monthly fee then in effect multiplied by the number of months remaining in the Commitment Term, less any amounts already paid for those months. That amount is due within thirty (30) days of the effective termination date. The parties agree this amount is a reasonable estimate of the losses We would incur and is not a penalty.
- 4.6 **Business transfer by You:** If Your business, or substantially all of its assets or client relationships, is acquired, merged, or otherwise transferred to a successor that continues to operate, You will use commercially reasonable efforts to assign these Conditions and any related agreement to that successor in accordance with clause 8. If the successor does not assume them, the early termination amount under clause 4.5 applies as if You had terminated for convenience.
- 4.7 **Proration:** If termination takes effect during a billing month, recurring charges for that month are prorated through the effective termination date.
- 4.8 **Transition assistance:** Upon termination or expiration, and upon Your written request made within thirty (30) days of the effective termination date, We will provide reasonable transition assistance for the orderly transfer of Services to You or a successor provider, including the return of Client Data in a commercially reasonable format and the transfer of administrative credentials for systems under management. Transition assistance is billed at Our then-current Rates unless otherwise agreed in writing and is limited to a commercially reasonable period.
- 4.9 **Accrued amounts:** You remain responsible for all fees, charges, and expenses accrued through the effective termination date, including fees for Services performed, approved expenses, out-of-scope work, project work, third-party charges, and transition assistance.
- 4.10 **Survival:** Provisions that by their nature or express terms survive termination remain in effect, including payment obligations, confidentiality, limitation of liability, indemnification, non-solicitation, and any accrued rights or remedies.

5. REPRESENTATIONS

- 5.1 You acknowledge that no employee, contractor, or agent of Ours has authority to make any representation, warranty, or promise in relation to the supply of Goods or Services other than as expressly contained in these Conditions, the Managed Services Agreement, or an accepted Quote or Service Schedule.

6. NOTICES

- 6.1 Notices under these Conditions must be in writing and delivered by email to the last notified email address of the receiving party, or by certified mail or nationally recognized overnight courier to the party's last notified physical address.
- 6.2 Notice by email is deemed given on the business day sent, provided no delivery failure notification is received. Notice by certified mail is deemed given three (3) business days after deposit. Notice by overnight courier is deemed given on the next business day after deposit.

- 6.3 Notices of termination, breach, or non-renewal must additionally be sent by certified mail or overnight courier and are not effective if sent by email alone.
- 6.4 Each party must promptly notify the other in writing of any change to its notice address.

7. GOVERNING LAW AND VENUE

- 7.1 These Conditions and any dispute arising out of or relating to them, the Services, or the Goods are governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.
- 7.2 The parties submit to the exclusive jurisdiction of the state and federal courts located in Walker County, Texas, and waive any objection to venue in those courts.
- 7.3 In any action to enforce these Conditions, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.
- 7.4 Each party waives any right to trial by jury in any action arising out of or relating to these Conditions.

8. ASSIGNMENT

- 8.1 You may not assign Your rights or delegate Your obligations under these Conditions without Our prior written consent, which will not be unreasonably withheld.
- 8.2 We may assign these Conditions and any related agreement, in whole or in part, to a successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Our assets or client relationships, upon written notice to You. We may also assign to a qualified successor provider in connection with an orderly transition of Our business, upon not less than thirty (30) days written notice to You. You may terminate without early termination charge by written notice given within thirty (30) days of receiving notice of an assignment under this clause.
- 8.3 These Conditions bind and benefit the parties and their respective successors and permitted assigns.

9. VARIATION OF THESE CONDITIONS

- 9.1 We may vary these Conditions from time to time by publishing the varied Conditions on Our website. We will provide You with not less than thirty (30) days advance written notice of any material variation, sent to Your last notified email address and to Your Primary IT Contact.
- 9.2 A variation is material if it changes pricing methodology, the limitation of liability, the termination provisions, the governing law, or the scope of Services. Non-material variations, including corrections, clarifications, and changes to contact details, take effect upon publication.
- 9.3 If You object in writing to a material variation within the thirty (30) day notice period, the version of these Conditions in effect immediately before the variation continues to apply to You through the end of Your then-current Commitment Term.
- 9.4 We maintain prior versions of these Conditions and will provide a copy of the version in effect on any given date upon written request.

GOODS AND SERVICES

10. QUOTES

- 10.1 **Effect of acceptance:** A Quote is an offer by Us capable of acceptance by You. Your acceptance of a Quote, whether by signature or by electronic acceptance through Our quoting system, creates a binding Order for the Goods and Services described in it, at the pricing stated in it, subject to clause 11 and to execution of the Managed Services Agreement where recurring Services are involved.
- 10.2 **Validity period:** A Quote is valid for thirty (30) days from its issue date unless a different period is stated on the Quote. After expiry We may withdraw or reissue the Quote without notice.
- 10.3 **Final pricing:** Once a Quote is accepted, the pricing in it is the agreed price for the Goods and Services described, subject only to clauses 10.5 and 10.6.
- 10.4 **Changes requested by You:** If You request changes to a Quote before acceptance, We may issue a revised Quote. Changes requested after acceptance are charged at Our prevailing Rates and may require a new Quote.
- 10.5 **Third-party price and supply fluctuations:** Pricing for Goods not held in stock is subject to supplier price and availability changes outside Our control. If a supplier price increase of more than five percent (5%) occurs between Quote acceptance and Order placement, We will notify You and You may either approve the revised price or cancel the affected line items without charge. If a Good becomes unavailable, We will propose a substitute of equal or superior specification for Your approval.
- 10.6 **Errors:** Quotes and estimates are prepared on the basis of the specifications provided and the costs in effect at the time of preparation. Clause 22 applies to manifest errors.
- 10.7 **Turnaround:** Quote requests are generally actioned within one (1) business day. Please tell Us if a Quote is required urgently.
- 10.8 **Promotions:** Where a special price or discount has been applied to a Quote, no other promotion, discount, or bonus offer applies to that Quote.
- 10.9 **Delivery and freight:** Freight charges are added to the Order unless otherwise stated. Any delivery charges shown on a Quote are estimates only. Estimated arrival information is provided by suppliers and is not a promised delivery date.
- 10.10 **Hardware warranty:** Unless otherwise specified, hardware on a Quote is covered by the manufacturer's warranty for parts and labor on a return-to-depot basis. Clause 20 applies.
- 10.11 **Withdrawal:** We may vary or withdraw a Quote at any time before Your acceptance, on written notice to You.

11. ORDERS

- 11.1 **Placing an Order:** You may place an Order by accepting a Quote electronically through Our quoting system, by returning a signed Quote or Order form, or by written confirmation by email. Your Order should identify Your full legal entity name, Your address, and the relevant Quote number and date.
- 11.2 **Authority:** Where an Order is submitted by a named individual, that individual warrants that they are authorized to bind the entity on whose behalf the Order is placed. Absent actual knowledge to the contrary, We may rely on the apparent validity and authority of an Order.

- 11.3 **Acceptance by Us:** An Order is binding on Us when We accept it in writing or begin performance. We may decline any Order in Our reasonable discretion, in which case We will promptly refund any payment received for that Order.
- 11.4 **Payment before delivery of Goods:** For Goods, We are not obliged to place a supplier order or deliver until We have received payment in cleared funds for the Goods and any related freight, delivery, and in-transit insurance costs, unless credit terms have been agreed in writing.
- 11.5 **Credit checks:** Where We are considering extending credit or payment terms to You, You consent to Us undertaking a credit reference check.
- 11.6 **Cancellation of Orders:** You may not cancel an Order for Goods once the manufacturer or supplier has dispatched them, which frequently occurs on the same day the Order is placed. Cancellation of any other Order requires Our written agreement and may attract a Return or Cancellation Fee under clause 12.5.
- 11.7 **Processes and procedures:** We follow defined processes in the provision of Services and the supply of Goods. You agree to cooperate with those processes as advised to You from time to time.

12. PRICING AND RATES

- 12.1 **Taxes excluded:** All Rates and amounts quoted are exclusive of sales, use, and other applicable taxes and government charges, which are added at invoicing unless otherwise stated in writing.
- 12.2 **Rate Schedule:** You must pay for Goods and Services at the Rates set out in the applicable Quote, Service Schedule, Plan, or Rate Schedule.
- 12.3 **Variation of Rates:** We may vary the Rate Schedule on not less than sixty (60) days written notice to You. Pricing fixed in an accepted Quote or Service Schedule remains fixed for the Commitment Term to which it applies and is not affected by a variation to the Rate Schedule.
- 12.4 **Call-out fees:** Call-out fees may be charged in addition to the Rates for onsite attendance. Call-out fees are set out in the Rate Schedule and vary by location.
- 12.5 **Return or Cancellation Fee:** Where We arrange a return or refund on Your behalf, or where You cancel an Order after Our acceptance, We may charge a Return or Cancellation Fee to cover the administrative cost of processing the return, refund, or cancellation. We may deduct that fee from any amount otherwise due to be refunded to You.
- 12.6 **Expenses:** You must pay reasonable out-of-pocket expenses incurred by Us in providing the Services, including travel, mileage, accommodation, and parking. We will obtain Your written authorization before incurring any individual expense exceeding two hundred fifty dollars (\$250).
- 12.7 **Separate charges:** We may charge for Goods separately from Services or may charge for them together.
- 12.8 **Time increments:** Where a charge is calculated on increments of time, We charge the applicable Rate for the whole increment even where work is performed for only part of that increment. Standard increments are set out in the Rate Schedule.
- 12.9 **Pre-paid blocks of Service:** Where You purchase pre-paid blocks of Service for a Period, payment is due in advance. Services are drawn down in accordance with the minimum time periods and increments in the Rate Schedule. Unused Services at the end of the Period do not roll over and are not refundable, except that any Period ending within thirty (30) days of a termination for cause by You under clause 4.1 will be refunded on a pro rata basis for unused amounts.

13. SERVICES AND PLANS

- 13.1 **Service and Plan variations:** We may add to, withdraw, or vary the scope or terms of Services and Plans generally. Any change that reduces the scope of Services You are receiving under an accepted Quote or Service Schedule requires sixty (60) days written notice to You, and You may terminate the affected Services without early termination charge by written notice given within thirty (30) days of that notice.
- 13.2 **Copies on request:** We will provide a copy of the current Rate Schedule on request. Service Schedules are specific to a Client and are available to that Client.

14. SUBCONTRACTING

- 14.1 We may subcontract any or all of the Services but retain prime responsibility for performance of the Services under these Conditions.
- 14.2 We will ensure that any subcontractor with access to Client Data is bound by confidentiality and security obligations no less protective than those in clauses 26 and 33.

15. DELIVERY, TITLE, AND RISK

- 15.1 **Delivery:** We will use reasonable efforts to dispatch Goods by the due date but do not accept liability for delay or non-delivery caused by circumstances beyond Our reasonable control, including supplier failures and delays caused by carriers or manufacturers.
- 15.2 **Acceptance of delivery:** You must be available to accept Goods at Your nominated delivery address during Business Hours unless otherwise arranged.
- 15.3 **Passing of risk:** Delivery is deemed to occur when Goods are delivered to Your nominated address, at which point risk of loss and damage passes to You. This clause does not affect title.
- 15.4 **Insurance:** You must ensure Goods are adequately insured from the time risk passes under clause 15.3.
- 15.5 **Retention of title:** Until We receive payment in cleared funds for all amounts due in respect of Goods, title to and property in those Goods remains vested in Us and does not pass to You. Until title passes, You must not sell, encumber, or dispose of the Goods, must keep them identifiable and their labelling intact, and must hold the proceeds of any unauthorized sale on trust for Us.
- 15.6 **Recovery of Goods:** Where title has not passed and amounts remain unpaid after written demand, You will, upon Our written request and during Business Hours, provide reasonable access to Your premises to permit Us to identify and recover those Goods. We will exercise this right in a manner that does not breach the peace and will comply with applicable law, including Chapter 9 of the Texas Business and Commerce Code where it applies. Nothing in this clause authorizes entry without Your consent or a court order.

16. RETURNS AND CLAIMS FOR GOODS

- 16.1 **Supplier terms apply:** Goods are supplied subject to the returns and claims policies of the relevant manufacturer or supplier. We will pass through to You the benefit of any such policy and will use reasonable efforts to assist You in making a claim.
- 16.2 **Non-returnable Goods:** Goods that are customized for You, special order, sourced from overseas, sourced from a supplier no longer trading, or otherwise not returnable by Us to the manufacturer or supplier may not be returned or cancelled.

- 16.3 **Duty to inspect:** You must inspect Goods promptly on delivery. You must give Us written notice of any damage, shortage, or discrepancy within seven (7) days of delivery. Failure to give notice within that period constitutes acceptance of the Goods, except in respect of latent defects not reasonably discoverable on inspection.
- 16.4 **Return condition:** Goods returned under these Conditions must be in original condition and packaging. Where opening the packaging reveals that the Goods differ from their description or are faulty, they may be returned notwithstanding that the packaging has been opened.
- 16.5 **Return costs:** You will pay the costs incurred by Us in arranging a return unless the manufacturer or supplier bears those costs, or unless the return arises from Our error, in which case We bear the cost.

17. COMPUTER UTILITY, FUNCTIONALITY, AND FITNESS FOR PURPOSE

- 17.1 **Nature of technical services:** You acknowledge that diagnostic and remediation work may involve iterative testing and that troubleshooting is applied in circumstances that are sometimes novel. Tests, advice, and recommendations may prove incorrect or inappropriate. We will perform the Services with the degree of skill and care reasonably expected of a competent managed services provider.
- 17.2 **Reasonable assistance limits:** Under any Plan, We are obliged to provide reasonable assistance in the circumstances. Reasonable assistance is normally limited to work performed during Business Hours within the time We have estimated or allowed for the Work. Additional work is charged at the Rates unless otherwise agreed in writing. Where We determine that requested work exceeds reasonable assistance limits, We will notify You and obtain Your approval before performing chargeable work.
- 17.3 **Third-party Goods and recommendations:** We may recommend that You purchase Goods provided by third parties. You acknowledge that We do not control the compatibility, performance, or support behavior of third-party Goods within an existing or new environment, and that such Goods may not meet Your expectations in all respects. You are responsible for the decision whether to follow a recommendation and whether to purchase, and You may obtain independent advice before doing so. This clause does not limit Our obligation under clause 17.1 to exercise reasonable skill and care in making a recommendation.
- 17.4 **Payment for Services:** You must pay for Services performed in accordance with these Conditions without set-off or counterclaim, whether or not a particular technical outcome is achieved, provided We have performed in accordance with clause 17.1.
- 17.5 **Testing procedures:** You will follow Our reasonable instructions with regard to testing or troubleshooting. Where those steps do not resolve the issue, We will allocate such further resources as are reasonable in the circumstances.

18. FORCE MAJEURE

- 18.1 Neither party is liable for any delay or failure to perform, other than an obligation to pay amounts due, caused by circumstances beyond its reasonable control, including failures by third parties to supply goods, services, or transport, utility or telecommunications outages, fire, flood, earthquake, severe weather, epidemic, acts of God, strikes, work stoppages, war, riot, civil commotion, act of government, explosion, or accident.
- 18.2 The affected party must notify the other promptly and use reasonable efforts to resume performance. If a force majeure event continues for more than thirty (30) consecutive days, either party may terminate the

affected Services on written notice without further liability, other than for amounts accrued before termination.

19. PRODUCT SPECIFICATIONS

- 19.1 We may supply Goods subject to minor variations in dimensions and specifications where those are changed by the manufacturer after the Order date and before delivery, provided the variation does not materially reduce functionality.
- 19.2 If We cannot supply the Goods ordered, We may supply substitute Goods of equal or superior specification with Your approval, and You will not pay more than the price quoted for the Goods originally ordered.

20. WARRANTIES

- 20.1 Goods are covered by the warranties provided by their manufacturer. You will deal with the manufacturer directly for claims covered by those warranties, and We will provide reasonable assistance in submitting and pursuing a claim.
- 20.2 We do not warrant the performance of any manufacturer's obligations under its warranty and are not liable for a manufacturer's breach of its own warranty.
- 20.3 We warrant that the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Your exclusive remedy for breach of this warranty is re-performance of the affected Services, provided You notify Us in writing within thirty (30) days of the performance in question.
- 20.4 Except as expressly stated in these Conditions or the Managed Services Agreement, and to the fullest extent permitted by law, all other warranties and conditions, whether express, implied, statutory, or arising from trade usage or course of dealing, including any implied warranty of merchantability or fitness for a particular purpose, are excluded.

21. LIABILITY

- 21.1 **Cap on liability:** To the fullest extent permitted by law, Our total cumulative liability to You arising out of or relating to these Conditions, the Goods, or the Services, whether in contract, tort including negligence, or otherwise, shall not exceed the total amount of fees actually paid by You to Us for the Services during the twelve (12) month period immediately preceding the event giving rise to the claim.
- 21.2 **Exclusion of indirect damages:** Neither party is liable for indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, revenue, business, data, or goodwill, or business interruption, even if advised of the possibility of such damages.
- 21.3 **Data and backup:** You are responsible for identifying the data that is critical to Your business and for confirming that it is within the scope of the backup Services You have purchased. Subject to clause 21.1, We are not liable for loss, corruption, or unavailability of data except to the extent caused by Our gross negligence or willful misconduct.
- 21.4 **Third-party services:** We are not liable for failures or interruptions of third-party services, including internet service providers, cloud providers, software vendors, and telecommunications carriers.

- 21.5 **Carve-outs from the cap:** The limitations in clauses 21.1 and 21.2 do not apply to Your obligation to pay amounts due, either party's breach of clause 33, either party's gross negligence or willful misconduct, or either party's indemnification obligations under clause 21.6.
- 21.6 **Client indemnity:** You will indemnify and hold Us harmless against third-party claims arising from Your breach of clause 32, Your unauthorized use of Software, Your provision to Us of data or materials You are not authorized to provide, or Your use of Goods after they have been re-sold or transferred by You. This indemnity does not apply to the extent a claim arises from Our gross negligence or willful misconduct.
- 21.7 **Mandatory law:** Nothing in these Conditions excludes, restricts, or modifies any right or remedy under applicable law that cannot lawfully be excluded, restricted, or modified.

22. ERRORS AND OMISSIONS

- 22.1 We make every effort to ensure that prices and descriptions quoted are accurate. In the case of a manifest error or omission, We may correct the error or rescind the affected Order by written notice to You given within five (5) business days of Order acceptance, notwithstanding that We have accepted the Order or received payment. Our liability in that event is limited to refunding amounts You have paid in respect of the affected Order.
- 22.2 A manifest error is a pricing or description error that a reasonable person would recognize as an obvious mistake.

OUR RESPONSIBILITIES

23. PRIVACY AND CLIENT DATA

- 23.1 As between the parties, You retain all right, title, and interest in and to Client Data.
- 23.2 We collect and use personal information for the fulfilment of Quotes and Orders and the provision of Goods and Services, and for related purposes including billing, support, and vendor coordination. We will not use Client Data for any other purpose except as required by law or with Your prior written consent.
- 23.3 We may disclose personal information to suppliers, distributors, and subcontractors to the extent necessary to fulfil a Quote or Order, to verify information You provide, or to obtain Goods or Services on Your behalf. We will not sell personal information.
- 23.4 We will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Client Data against unauthorized access, disclosure, alteration, and destruction, consistent with generally accepted industry practice for managed service providers.
- 23.5 Where You are subject to sector-specific data protection obligations, including the Gramm-Leach-Bliley Act Safeguards Rule, the Health Insurance Portability and Accountability Act, or the Texas Identity Theft Enforcement and Protection Act, You must notify Us in writing so that We can determine whether a separate written agreement addressing those obligations is required.
- 23.6 You are responsible for the accuracy and legality of Client Data You provide and for having the right to provide it to Us. You may contact Us to access or correct personal information We hold about You.

24. OUR WEBSITE

- 24.1 We make no representation or warranty that information on Our website is complete or current, that the website will be continuously available or free from delay, virus, communications failure, or malfunction, or that We endorse any third-party site linked from Our website or any third-party product referred to on it.

25. INSURANCE COVERAGE

- 25.1 We will maintain at Our own expense the following insurance coverage during the term of Our engagement with You:
- 25.1.1 commercial general liability insurance for personal injury and property damage with a general aggregate limit of not less than two million dollars (\$2,000,000);
 - 25.1.2 workers' compensation insurance where required by Texas law.
- 25.2 On Your written request, We will provide certificates of insurance evidencing this coverage within thirty (30) days of commencement of Services, at each renewal, and at other reasonable intervals.
- 25.3 We will provide not less than thirty (30) days written notice of cancellation or material reduction of any coverage required by clause 25.1.

26. SECURITY INCIDENT NOTIFICATION AND RESPONSE

- 26.1 We will notify You without undue delay, and in any event within seventy-two (72) hours, after We confirm a Security Incident affecting Client Data within systems under Our management.
- 26.2 Our notification will describe, to the extent then known, the nature of the incident, the categories of Client Data affected, the systems involved, the steps taken to contain it, and a point of contact for further information. We will provide updates as the investigation progresses.
- 26.3 We will take reasonable steps to contain and remediate the incident, will preserve relevant logs and forensic artifacts for a reasonable period, and will cooperate with Your investigation and with any regulatory or contractual notification obligation You may have.
- 26.4 You are responsible for determining whether an incident triggers a notification obligation under applicable law and for making any required notifications to individuals, regulators, or other parties. Nothing in this clause makes Us responsible for making notifications on Your behalf.
- 26.5 This clause does not apply to security incidents affecting systems, applications, or data outside Our management, or to incidents We identify and report to You in the ordinary course of monitoring where no unauthorized access to Client Data has occurred.
- 26.6 Notification of a Security Incident is not an admission of fault or liability by either party.

YOUR RESPONSIBILITIES

27. LODGING OF SERVICE REQUESTS

- 27.1 You agree to follow Our process for lodging Service Requests as set out in Appendix A. Service Requests submitted outside that process may be handled at a lower priority.

28. ACCESS TO SYSTEMS, SITES, AND PEOPLE

- 28.1 You agree to give Us timely and reasonable access to equipment, systems, personnel, and sites as required for Us to provide the Services. Where a delay, restriction, or lack of access prevents or delays Our performance, We may charge for the additional time, travel, or cost reasonably incurred.
- 28.2 You agree to allow Us to install remote monitoring and management software on equipment under management. That software allows Us to view system status, collect monitoring telemetry, and access systems remotely for the purpose of providing the Services. Access is limited to that purpose and is logged. Devices may need to remain powered on outside Business Hours for maintenance to run.
- 28.3 We will use commercially reasonable efforts to schedule maintenance that requires system unavailability outside Business Hours and to give reasonable advance notice of it.

29. THIRD PARTY AUTHORIZATIONS

- 29.1 We may need to contact Your third-party providers on Your behalf, such as Your internet service provider, domain registrar, or telephony provider. Some providers require Your authorization for Us to act. It is Your responsibility to ensure that We are authorized to deal with those providers.
- 29.2 Where We are not authorized with respect to a particular vendor, We may charge for time reasonably incurred in obtaining that authorization on Your behalf.

30. PAYMENT, LATE PAYMENT, AND DEFAULT

- 30.1 **Payment due date:** Invoices are due and payable within fifteen (15) days of the invoice date unless different terms are stated on the invoice or agreed in writing. Payment may be made by ACH transfer, check, or credit card. Credit card payments may be subject to a processing fee disclosed at the time of payment.
- 30.2 **Suspension for non-payment:** Where an undisputed invoice remains unpaid more than fifteen (15) days past its due date, We may suspend or discontinue the supply of Goods and Services after giving You ten (10) days written notice and an opportunity to cure. Suspension does not relieve You of Your payment obligations.
- 30.3 **Disputed amounts:** You must notify Us in writing of any disputed invoice amount within fifteen (15) days of the invoice date, stating the basis for the dispute. The parties will work in good faith to resolve the dispute. Undisputed amounts remain payable on time, and We will not suspend Services for non-payment of a properly disputed amount while the dispute is being resolved in good faith.
- 30.4 **Interest:** Past-due amounts accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law, calculated daily from the due date until paid in full.
- 30.5 **Collection costs:** Reasonable costs and expenses, including attorneys' fees, incurred in the recovery of past-due amounts are recoverable from You in addition to the amounts due.
- 30.6 **Acceleration:** If You default in payment and fail to cure within thirty (30) days of written notice, amounts that would otherwise become due at a later date under the then-current Commitment Term become immediately due and payable.
- 30.7 **Application of funds:** Payments are applied first to collection costs, then to accrued interest, then to outstanding invoices in order from oldest to most recent.
- 30.8 **Security:** Where We extend credit terms, We may require a deposit or other reasonable security as a condition of continued supply.

- 30.9 **Payment arrangements:** Where a repayment arrangement is made and a payment under it is missed, We may again suspend or discontinue supply in accordance with clause 30.2.
- 30.10 **Other remedies:** We may exercise any other right or remedy available at law or in equity, including legal action for recovery, notwithstanding that We have exercised rights under this clause.

31. NON-SOLICITATION OF PERSONNEL

- 31.1 During the term of Our engagement with You and for a period of twelve (12) months following its end, You will not directly solicit for employment or engagement any of Our employees or contractors who performed Services for You. This clause does not restrict general advertising or recruitment not specifically targeted at Our personnel, and does not restrict Us or You from responding to an unsolicited application.
- 31.2 If You hire one of Our personnel in breach of clause 31.1, You agree to pay Us a placement fee equal to thirty percent (30%) of that person's first-year annual base compensation in the new role. The parties agree that Our actual damages would be difficult to determine, that this amount is a reasonable estimate of the cost to identify, recruit, and train a replacement, and that it is not intended as a penalty.

32. SOFTWARE AND LICENSING

- 32.1 You are responsible for holding valid licenses for all Software used in Your environment, including Software installed by Us at Your direction, and for retaining proof of those licenses. Where We procure Software on Your behalf, We will provide You with the licensing documentation We receive.
- 32.2 You will indemnify and hold Us harmless against any claim arising from Your unauthorized use of Software, Your breach of a Software license, or Our installation of Software at Your direction where You are not authorized to use it. This indemnity does not apply to the extent a claim arises from Our gross negligence or willful misconduct or from Software We select and represent to You as properly licensed.
- 32.3 We are not liable for defects or malfunctions in Software supplied by third parties, other than Our obligation to provide the Services with reasonable skill and care under clause 17.1.
- 32.4 Copyright in custom software developed by Us remains Our property unless otherwise agreed in a separate written agreement. Where custom software is developed specifically for You and paid for by You, We grant You a perpetual, non-exclusive, royalty-free license to use, modify, and maintain that software for Your internal business purposes, including after termination.

33. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 33.1 Each party will hold the other party's Confidential Information in confidence, will use it only as necessary to perform its obligations or exercise its rights, and will protect it using at least the same degree of care it uses for its own confidential information and in no event less than reasonable care.
- 33.2 Neither party will disclose, copy, sell, transfer, assign, or distribute the other party's Confidential Information, or permit its employees, agents, or subcontractors to do so, except as permitted in writing by the disclosing party or as required by applicable law. Where disclosure is required by law, the disclosing party will give reasonable advance notice where lawful to do so.
- 33.3 Confidential Information does not include information that is or becomes publicly available other than through breach of this clause, was rightfully known to the receiving party without restriction before disclosure, is rightfully received from a third party without restriction, or is independently developed without reference to the disclosing party's Confidential Information.

- 33.4 On termination, each party will, at the other's written request, return or destroy the other party's Confidential Information, except for copies retained in routine backup systems or as required by law or professional record-keeping obligations. Retained copies remain subject to this clause.
- 33.5 You warrant that any confidential information, copyright material, or intellectual property You provide to Us belongs to You or that You are authorized to provide it. You will indemnify Us against claims arising from a breach of that warranty, subject to the carve-out in clause 21.6.
- 33.6 Copyright and other intellectual property rights in Work created or acquired by Us in the course of supplying the Services remain Our exclusive property unless otherwise agreed in writing, subject to the license granted in clause 32.4. Documentation of Your environment created by Us in the course of the Services will be provided to You on termination in accordance with clause 4.8.
- 33.7 The obligations in this clause survive termination for a period of three (3) years, except with respect to trade secrets and Client Data, for which the obligations survive for as long as the information remains a trade secret or Client Data respectively.

APPENDIX A

A. SERVICE REQUEST LODGEMENT PROCESS

When you contact us to lodge a Service Request, only the following methods may be used:

- Phone: (936) 647-2133
- Email: support@quantecsystems.com
- Web Portal: <https://quantecsystems.com/supportportal/>

Include a short description of the problem and any screenshots of errors to assist in resolving the issue.

If the Service Request is lodged by phone or from an external email address, include your name, company, and return contact details.

Service Requests must not be lodged directly with individual technicians, as this diverts them from resolving the issue they are currently working on.

Critical and High priority Service Requests should be submitted by phone.

SERVICE REQUESTS OUTSIDE OF BUSINESS HOURS

Service Requests that must be addressed outside Business Hours must be lodged by phone. After-hours charges apply as set out in the Rate Schedule. Service Requests lodged by other methods outside Business Hours will be actioned on the next business day.