

# MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT (the “Agreement”) IS ENTERED INTO BETWEEN:**

TXP Tech, with offices at 8224 Espresso Dr., Suite #200, Bakersfield, California 93312  
 (“TXP Tech” or “Service Provider”),

**AND**

the undersigned customer  
 (“Customer”).

This Agreement governs all services provided by TXP Tech to Customer.

## 1. Definitions

### ***1.1 Definition of Service Provider***

“TXP Tech” or “Service Provider” means TXP Tech and its parent companies, subsidiaries, affiliates, related entities, and any of their respective owners, officers, directors, employees, agents, and contractors.

## 2. Scope of Services

### ***2.1 General Scope***

This Agreement governs all services provided by TXP Tech, including but not limited to managed IT services, cloud services, Microsoft and third-party subscriptions, cybersecurity services, professional services, hardware as a service, and support services. Specific services may be further described in statements of work, service schedules, order forms, or addenda, which are incorporated by reference. Services may be provided on a managed, project-based, or time-and-materials basis, and all such services are governed by this Agreement unless expressly stated otherwise in writing.

### ***2.2 Hardware as a Service (HaaS)***

TXP Tech may provide hardware, equipment, or devices to Customer on a rental or subscription basis pursuant to a separate Hardware as a Service (“HaaS”) / Equipment Rental Addendum. Any such addendum is incorporated into this Agreement by reference. In the event of a conflict between this Agreement and the HaaS Addendum, the HaaS Addendum shall control with respect to the rented

equipment; however, all limitations of liability, exclusions of damages, and risk allocations set forth in this Agreement shall apply to HaaS services.

### ***2.3 Customer Environment Suitability***

Customer acknowledges that TXP Tech's ability to provide Services depends on the suitability of Customer's existing environment. Services may be limited, excluded, or require remediation if systems, software, configurations, or network conditions are unsupported, end-of-life, insecure, or otherwise inconsistent with generally accepted industry practices. Any remediation or required upgrades may be quoted separately.

## **3. Microsoft and Third-Party Services**

### ***3.1 General***

TXP Tech may resell or facilitate access to Microsoft and other third-party services. Customer acknowledges that TXP Tech does not own or operate such services and that applicable end-user license agreements, terms, and service level agreements are between Customer and the third-party provider. TXP Tech makes no warranties regarding third-party services, including uptime, availability, or security.

### ***3.2 Microsoft Terms Authorization***

Customer authorizes TXP Tech to accept Microsoft Customer Agreements, licensing terms, and related amendments on Customer's behalf in connection with Microsoft products and services purchased or managed by TXP Tech. Customer acknowledges that Microsoft terms govern Microsoft services and agrees to be bound by them.

### ***3.3 Microsoft New Commerce Experience (NCE)***

Microsoft licenses purchased under Microsoft's New Commerce Experience ("NCE") are subject to commitment terms and rules defined by Microsoft. Customer acknowledges that NCE subscriptions may not be reduced or canceled during the active commitment period and that Customer remains responsible for all charges associated with such commitments, including licenses added by Customer or its authorized users.

### ***3.4 Microsoft Azure Services***

Azure services are consumption-based and billed based on actual usage as reported by Microsoft or its authorized distributors. Customer acknowledges that Azure services may be subject to minimum commitments, reservations, or early termination fees imposed by Microsoft. TXP Tech does not control Azure availability, performance, or pricing changes.

### ***3.5 Microsoft-Only Support (Limited)***

For Customers who purchase Microsoft licenses through TXP Tech but do not maintain an active Managed Services plan, TXP Tech may provide limited, complimentary break-fix support for Microsoft services only. Such support is limited to a maximum of two (2) hours per calendar month and is provided on a best-effort basis. Support does not include general IT support, device troubleshooting, network support, security remediation, training, or support for third-party applications or integrations.

## **4. Fees, Charges, and Payment Methods**

### ***4.1 General Fees and Payment***

Customer agrees to pay all fees for Services, subscriptions, licenses, hardware rentals, and other charges as invoiced. Fees may include recurring monthly charges, usage-based charges, one-time fees, and third-party costs. TXP Tech may bill in advance for recurring Services and commitments. Usage-based and third-party charges will be billed as incurred. Payments may be made by approved methods including ACH, credit card, or other electronic payment methods accepted by TXP Tech. A processing fee of three percent (3%) may be applied to payments made by credit or debit card. ACH or check payments may be accepted without a processing fee. Declined or returned payments may incur a declined payment fee. Late payments may be subject to late fees and interest as permitted by law. TXP Tech may require updated payment information, prepayment, or suspend Services for delinquent accounts.

### ***4.2 Suspension of Services***

TXP Tech may suspend Services, in whole or in part, if Customer is delinquent in payment, presents a material security or operational risk, or otherwise materially breaches this Agreement. Suspension shall not relieve Customer of its payment obligations.

## **5. Termination and Cancellation**

### ***5.1 Termination for Cause and Cure***

In the event either party materially breaches this Agreement, the non-breaching party shall provide written notice describing the breach. The breaching party shall have a reasonable opportunity to cure such breach within a commercially reasonable period after receipt of notice. This cure period shall not apply in cases involving fraud, willful misconduct, non-payment, or circumstances presenting an immediate security or operational risk.

### ***5.2 Termination Without Cause***

Unless otherwise stated in writing, either party may terminate Services without cause by providing no less than sixty (60) days' written notice. Termination shall not relieve Customer of payment obligations for committed terms, subscriptions, licenses, third-party services, or Hardware as a Service.

### ***5.3 License and Subscription Obligations Upon Termination***

Termination of this Agreement or any Services does not automatically terminate or relieve Customer of its obligations for third-party licenses, subscriptions, or cloud services, including Microsoft licenses and Azure services. Customer remains responsible for all charges, commitments, and usage incurred through the end of any applicable subscription term, commitment period, or billing cycle as defined by the third-party provider. TXP Tech will, upon Customer's written request and subject to applicable provider rules, assist with license or subscription changes; however, TXP Tech does not guarantee the ability to cancel, reduce, or refund third-party services. Third-party terms, including Microsoft's licensing and subscription rules, control.

## **6. Limitation of Liability**

### ***6.1 Liability Cap***

To the maximum extent permitted by law, in no event shall TXP Tech be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, business interruption, ransomware payments, or loss of use, even if advised of the possibility of such damages. TXP Tech's total cumulative liability arising out of or relating to this Agreement shall not exceed the total fees actually paid by Customer to TXP Tech for the services giving rise to the claim during the six (6) months immediately preceding the event giving rise to the claim.

### ***6.2 Indemnification***

Each party agrees to indemnify and hold harmless the other party from third-party claims arising out of its own gross negligence, willful misconduct, or material breach of this Agreement, to the extent permitted by law.

## **7. No Guarantee of Security; Best-Effort Protection**

### ***7.1 Security Acknowledgment***

Customer acknowledges that while TXP Tech employs commercially reasonable, industry-aligned safeguards and security practices intended to reduce risk, no information technology environment or security solution can be made completely secure. Cyber threats continuously evolve, and absolute prevention of security incidents is not possible. TXP Tech's Services are provided on a best-effort basis and

are designed to reduce risk, not eliminate it. TXP Tech does not guarantee the prevention of cyber incidents, data breaches, malware, ransomware, or unauthorized access, and TXP Tech is not an insurer or guarantor against such events.

## **8. Customer Responsibilities**

### ***8.1 Customer Obligations***

Customer remains solely responsible for its business operations, data integrity, regulatory compliance, employee actions, internal controls, and business continuity planning, including maintaining appropriate cyber insurance coverage.

## **9. Dispute Resolution**

### ***9.1 Resolution Process***

In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through good-faith consultation. If the dispute is not resolved, the parties may submit the dispute to mediation. If mediation is unavailable or unsuccessful, any remaining issues may be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction.

## **10. Governing Law**

### ***10.1 Applicable Law***

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

### ***10.2 Force Majeure***

TXP Tech shall not be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, power outages, internet or carrier failures, labor disputes, supply chain disruptions, or governmental actions.

## **11. Severability**

### ***11.1 Severability***

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid or unenforceable provision will be severed to the minimum extent necessary.

## **12. Entire Agreement and Order of Precedence**

### **12.1 Entire Agreement**

This Agreement, together with any Exhibits, Addenda, Statements of Work, and accepted order forms, constitutes the entire agreement between the parties regarding the Services and supersedes all prior or contemporaneous agreements or understandings. In the event of a conflict, the order of precedence shall be: (1) this Agreement, (2) applicable Addenda, (3) Exhibits, and (4) Statements of Work or order forms. For Customers subject to healthcare privacy or security regulations, the TXP Tech Healthcare & California Privacy Addendum (HIPAA/CMIA/CCPA) is incorporated herein by reference and applies solely with respect to regulated health information.

## **13. Assignment**

### **13.1 Assignment**

Customer may not assign this Agreement without TXP Tech's prior written consent, which shall not be unreasonably withheld. TXP Tech may assign this Agreement in connection with a merger, reorganization, or sale of assets.

## **14. Transition Assistance**

### **14.1 Transition Assistance**

Upon termination, TXP Tech may, upon Customer's written request, provide reasonable transition assistance at its then-current rates and subject to availability. TXP Tech is not obligated to provide data migration, third-party coordination, or post-termination support unless expressly agreed in writing.

## **15. Acceptance of Agreement**

### **15.1 Acceptance**

Signature by Customer, electronic acceptance, acceptance of any quote, order form, or statement of work, continued use of Services, or payment for services shall constitute acceptance of this Agreement and any incorporated documents.

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Exhibit A – Managed Services Schedule

This Exhibit A (“Managed Services Schedule”) forms part of the TXP Tech Master Services Agreement (“MSA”) and describes the managed IT services that may be provided to Customer. Services are provided on a best-effort basis, subject to the terms, limitations, and exclusions of the MSA.

### 1. Managed Services Tiers

#### *1.1 Available Tiers*

TXP Tech offers multiple Managed Services tiers. Availability of specific services depends on the tier selected by Customer as reflected in the applicable order form, quote, or service schedule.

- Essentials (device-based)
- Pro (user-based)
- Elite (user-based)
- Ultimate (user-based)
- Pro for Cloud
- Elite for Cloud
- Ultimate for Cloud
- Custom Managed Services Plans

Not all services are included in all tiers.

### 2. Core Services

#### *2.1 Included Services*

Depending on the selected tier, Managed Services may include:

- Remote help desk support and issue resolution
- Device and endpoint monitoring
- Antivirus and endpoint protection
- Operating system patching and updates
- Microsoft 365 and email support
- Network and firewall management
- Support for cloud or virtualized environments

On-site services may be included, limited, or billed separately depending on the selected tier.

### **3. Cloud & Virtual Environment Support**

#### ***3.1 Cloud Services***

Cloud-focused tiers may include:

- Monitoring and management of virtual machines
- Support for cloud-hosted workloads
- Coordination with third-party cloud service providers

Cloud services remain subject to third-party provider terms, limitations, and availability.

### **4. Response & Availability**

#### ***4.1 Response Standards***

TXP Tech provides best-effort response based on issue severity, service priority, and the Managed Services tier selected. References to 24/7 IT Care, 24/7 monitoring, or similar terms do not constitute guaranteed response or resolution times unless expressly stated in a separate written service level agreement.

### **5. Excluded Services**

#### ***5.1 Exclusions***

Unless expressly included in writing, Managed Services do not include:

- End-user training
- Line-of-business application support
- Software development or programming
- Data recovery or forensic services
- Regulatory or compliance guarantees
- Hardware repair or replacement
- Third-party vendor warranties or fees

### **6. Custom Managed Services Plans**

#### ***6.1 Custom Plans***

TXP Tech may offer Custom Managed Services Plans tailored to Customer's specific environment or requirements. Scope, inclusions, service hours, pricing, and any special terms must be documented in writing and approved by both parties.

## **7. Relationship to Other Agreements**

### ***7.1 Order of Precedence***

Hardware rentals are governed by the Hardware as a Service (HaaS) / Equipment Rental Addendum. Microsoft and third-party services are governed by the applicable provider agreements. In the event of a conflict, the MSA controls unless expressly stated otherwise.