GRAHEK TECHNOLOGY

IT solutions for tomorrow

Master Service Agreement

March 27, 2025

Grahek Enterprises LLC DBA Grahek Technology
Document Sender : Chad Grahek

verified by approveme

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Master Service Agreement

This Master Service Agreement ("Agreement") is entered into this November 22, 2026 (the "Effective Date"), between Grahek Enterprises, L.L.C., D/B/A Grahek Technology ("Grahek"), a South Dakota limited liability company, and Legal Company Name , a State of Incorporation Type of Corporation ▼ ("Client"). Grahek and Client are individually referred to as "Party" and collectively as "Parties".

1. **Scope of Work**

Grahek shall perform the work as described in the Statement of Work ("SOW") and incorporated as Exhibit A.

2. **Definitions**

    1. "MSRP" shall mean the price has defined by the vendor on a publicly accessible website – Price lists are published
    2. "Copyrighted Works" or "Proprietary Works" shall include but not be limited to Grahek's creation and/or use of source codes, licensed tools, products, and programs to, inter alia, create customizations for logon items, logoff, or other tasks associated with the SOW.

3. **Term**

    1. Initial Term. The initial one (1) year term shall start from the first full month of the monthly services agreement. The Migration period (Period before the start of the initial term and after the signature of this agreement) is an additional period and not included in the initial term.
    2. Unless otherwise terminated by either party with ninety (90) days advanced and written notice, this Agreement shall renew for subsequent periods of one year under the same terms and conditions of the immediately preceding Agreement.

4. **Termination**

    1. This Agreement is subject to termination by either party upon ninety (90) days written notice, which must be received by Grahek no later than sixty (90) days prior to the end of the Term.
    2. In the event of termination, Client shall not be entitled to a refund of any fees already paid to Grahek.
    3. If Client terminates the Agreement, Client will pay all amounts due and owing at the time of termination which shall include but not be limited to all charges for services, products, and licensing up to the time of termination plus any licensing or software fees purchased for Client that Grahek is unable to cancel. Additionally, Client shall pay any costs associated with removing Grahek's software, tools, customizations, and access to be performed by Grahek.
    4. Annual Service Fees. Client understands that it shall be responsible for any current and subsequent annual fees and charges in the event Client fails to provide timely notice of termination.
    5. Client understands that while under this agreement all administrative usernames/passwords/access are under the exclusive use of Grahek and its authorized parties.

verified by approveme

Client understands that the administrative passwords/usernames/access will be transferred upon the termination of this agreement and after Grahek has completed offboarding and the account has been settled financially.

5. **Payments and Charges for Services**

As consideration for the services to be performed by Grahek, payment to Grahek for the amount set forth on the SOW is subject to the following terms:

1. Unless otherwise stated in the SOW, all payments shall be due within fifteen days of the invoice.
2. All Services require ACH instructions to be on file prior to services being performed.
3. Client shall pay all fees, expenses, one-time expenses, set-up charges, migration fees, travel charges, taxes, licensing, software, hardware, equipment, and all other charges (collectively "Charges") within fifteen days of receipt of invoicing or as otherwise required herein.
4. Charges not paid within fifteen days shall accrue interest at the rate of 18% percent per annum and shall be subject to additional service charges or fees as set forth herein.
5. Grahek reserves the right to withhold or discontinue services in the event payments are not made in accordance with this Agreement or in the event Client breaches or threatens to breach any provision of this Agreement.
6. Grahek shall increase the gross pricing of the monthly service agreement(s) by up to 4% starting at each renewal. This raise is in addition to any MSRP pricing changes or other changes authorized by client.
7. Grahek shall be able to increase prices on subscriptions should a vendor raise the MSRP of a product and/or service. The raise in pricing will be equal to the difference in MSRP between the old and new prices.
8. Quotes/Proposals shall be valid to the terms stated. Pricing on non-stocked products are subject to price and stock fluctuations. While we endeavour to honor every price quoted, if there is a price increase that is beyond our control, We reserve the right to increase the price as necessary. ETA information is based on an estimate given by our vendors and cannot be held as the actual promised date. Freight charges will be added to the Order unless otherwise stated. Any included delivery charges are estimates only. We may vary or withdraw a quote at any time without prior notice for any reason we see fit.
9. Substitute Goods: If We cannot supply the Goods ordered by You, We may supply alternate Goods of equal or superior quality provided however that You will not pay a higher price than the price Quoted or otherwise agreed for the Goods ordered.
10. All purchases are final - no returns or refunds. We may cancel, non-deliver, or request return of any equipment where we have not received full payment.
11. We reserve the right vary any Rate and/or the Rate Schedule from time to time (subject to any fixed pricing for specific periods in any Plan), in its absolute discretion and without notice to you.

6. **Electronic Commerce**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that Client is solely responsible for complying with such laws, taxes, and tariffs.

7. **Limitation of Liability**

Grahek MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, except that the products and services sold under this Master Agreement, any addendum, and SOW shall be of the standard quality of Grahek, performed in a workmanlike manner and subject to the warranties of merchantability and fitness for a particular purpose. Grahek is in the business of providing Information Technology ("IT") Managed Services and in Grahek's business, it often uses products and services from third-party providers ("Providers"). Any defects or failings in the products and services from any Provider are the responsibility of Grahek, unless caused or contributed by Client, as Client has no privity of contract with Providers. Grahek hereby makes the same warranties to Client as the Providers have made to Grahek.

Grahek's cumulative liability for any claim arising in connection with this Agreement shall not exceed the total value of the Agreement regardless of any fees and charges paid to Grahek by Client. This limitation does not apply to (a) any claims alleging Grahek's infringement of intellectual property; or (b) any claims resulting from a breach of Grahek's obligations under this Agreement.

IN NO EVENT SHALL GRAHEK BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE OF THE SERVICES, USER CONTENT, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT GRAHEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GRAHEK BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY ILLEGAL ACTIVITIES OF CLIENT.

8. **Insurance**

Grahek shall maintain occurrence-based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Client shall maintain adequate insurance coverage as set forth in this section. A copy of all policies and renewals shall be promptly delivered to Grahek and/or Client within three (5) business days of any request by the other Party thereafter. The Parties shall provide a certificate of insurance for the required insurance to the other Party. The required insurance shall not be cancelled without at least 30 days' prior written notice to the other Party.

Client, unless otherwise agreed upon in writing by Grahek, shall maintain the following insurance coverages from an AM Best rated A or better carrier:

Cyber Coverage: Privacy and Security $1,000,000; Payment Card Costs $1,000,000; Media $1,000,000; Regulatory Proceedings $500,000; Breach Response $250,000; Computer and Legal Experts $250,000; Cyber Extortion $1,000,000; Data Restoration $1,000,000; Public Relations $1,000,000. Cyber Crime: Computer Fraud $250,000; Funds Transfer Fraud $250,000; Social Engineering Fraud $100,000; Telecom Fraud $100,000. Business Loss: Business Interruption $250,000; Dependent Business Interruption $250,000; Dependent Business Interruption-System Failure $250,000; Dependent Business Interruption-Outsource Provider and Dependent Business Interruption-Outsource Provider-System Failure $250,000; Reputation Harm-$250,000; and System Failure $250,000.

Client agrees that Grahek shall not be liable for any loss covered by the insurance required herein.

9. **Indemnification**

Grahek agrees to indemnify and hold Client and Client's officers, agents, insurers, and employees harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of Grahek's performance of services under this Agreement. However, this section does not require Grahek to be responsible for or to defend against claims or damages arising from errors or omissions of the Client or its officers, agents, or employees.

Client agrees to indemnify and hold Grahek and Grahek's officers, agents, insurers, and employees harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of Client's use of services under this Agreement. However, this section does not require Client to be responsible for or defend against claims or damages arising from error or omissions of Grahek or its officers, agents, or employees.

10. **Independent Contractor**

Grahek is an independent contractor in the performance of Grahek's duties under this Agreement, and neither Grahek nor any of Grahek's employees or agents are employees or agents of Client. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other Party.

11. **Assignment**

Grahek reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion at its sole discretion. Client shall not transfer or assign Client's duties expressed in this Master Agreement, Addendums, or Client SOW. Client shall not assign this Agreement without Grahek's advance written consent.

12. **Choice of Law, Venue, Prevailing Party Attorney Fees**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any action arising out of this Agreement shall be filed in the Seventh Judicial Circuit, Pennington County, South Dakota. The prevailing party in any action arising out of the litigation shall be entitled to its reasonable attorneys' fees and costs.

13. **Notices**

All notices, demands or requests to be given by any Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth below:

If to Grahek, to:

Grahek Enterprises, L.L.C., D/B/A Grahek Technology

2040 W Main St STE 205

Rapid City, SD 57702

Email: chad@grahektechnology.com

If to Client, to:

Legal Company Name

Address

City, State, and Zipcode

Email Address

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section.

14. **Non-Waiver**

Any failure of either Party to enforce any provision of this order shall not constitute waiver of such provision or prejudice the right of that Party to enforce such provision at any subsequent time. No such provision shall be deemed waived unless the waiver is in writing and signed by authorized representatives of Grahek and the Client.

15. **Severability**

If any provision of this Agreement is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

16. **Entire Agreement**

This Agreement, which includes the Statement of Work, any addendums, and the Terms of Service in effect as of the Effective Date for each product and service, as well as any amendments to the Terms of Service of the products and services that are posted on Grahek's web site (www.grahektechnology.com/termsofservices) shall constitute the entire agreement of the Parties and may not be amended or altered except upon a writing signed by both Parties.

17. **ACH**

Client authorizes Grahek to debit its account for services rendered and charges not paid within fifteen (15) days of invoicing. Client shall be responsible for any and all fees associated with any debit or credit charge denials.

Client authorizes Grahek to charge the ACH account provided. This payment authorization is for services performed by Grahek, and the representative of Client executing this Agreement certifies that Client will not dispute the payment with Client's bank so long as the transaction corresponds to the terms indicated in this Agreement. The initial payment under this Agreement will be made by a bankable check.

In the event the client wishes to pay by credit/debit card, they acknowledge they will be charged an additional fee which will be outlined on the invoice. They also agree to the same terms as above.

18. **Confidentiality**

In the course of performing the Services hereunder, Grahek may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers end-users, financial affairs, accounting, statistical data belonging to the Client and any data, documents, discussion, or other information developed by Grahek hereunder and any other proprietary and trade secret information of Client whether in oral, graphic, written, electronic or machine-readable form. Grahek agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of Client, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

19. **Authorization**

The signer on behalf of "Client" is an owner, officer, manager, or member of the corporation or company that has complete authorization to enter into this Agreement. Additionally, Client may designate persons below that will also have authorization to make changes or add to services and agreements. Persons may be added to the authorization list but this must done in writing with the approval of Grahek. All persons added to the authorization list must be owners of the corporation or company or employees of the corporation or company. All other persons are prohibited, to include but not limited to, owners or employees of third-party corporations or companies.

Grahek:

Dated this November 22, 2026

Grahek Enterprises, L.L.C D/B/A Grahek Technology

By: Chad Grahek

Its: President

Client:

Dated this November 22, 2026

Legal Company Name

By: Name

Its: Title

X

Signature Certificate

Document name: Master Service Agreement

Unique Document ID: 7037C3AC7120ACA0A728F8D8EE689D0FE48D7FEF

LEGALLY SIGNED USING WPesignature
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