

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into on the date you approved a StressFree IT Services Proposal (the “Effective Date”), by and between you (“Customer”, “Client”, “You”, “Your”), and **TechGen Consulting, Inc.**, a Minnesota corporation with its principal place of business at 2300 Kennedy Street NE Suite 195, Minneapolis, MN 55413 (“Consultant”).

1. Services. Consultant agrees to provide to the Customer services specified in a “statement of work” (“Statement of Work”) which will be attached hereto and incorporated herein as Appendix A (the “Services”), as may be amended from time to time by the parties in accordance with the terms of this Agreement.

2. Personnel. Each of the Consultant’s personnel assigned to the Customer under this Agreement will at all times remain an employee of the Consultant, and not an employee of the Customer. Notwithstanding any other provision to the contrary, if at any time an employee or agent of the Consultant is deemed, in the Customer’s reasonable judgment, to be unacceptable to the Customer, the Consultant shall, upon receiving notice from the Customer, promptly replace the employee or agent with an employee or agent that is acceptable to the Customer within no more than seven (7) days after the Consultant’s receipt of the Customer’s notice of non-acceptance. Replacement of the Consultant’s employees under this Section 2 shall not increase the price of the Services.

3. Payment for Services.

a. Fees, Price Protection. Customer agrees to pay Consultant for the Services monthly, in advance of performance of Services in accordance with the fee schedule set forth on a Statement of Work and any other exhibits or supplemental agreements that shall become part of this Agreement. The fees specified in the Statement of Work, exhibits or attachments are the total fees and charges for the Services and may be increased as set forth in Section 15(f) herein.

Customer acknowledges that if Customer requests system updates or changes in Services that Consultant considers inappropriate or ill-advised, or wishes to have such updates or changes applied before Consultant deems them safe, Consultant is not responsible for the consequences of such updates or changes and Customer may be charged at regular time and materials rates, as the case may be, for all work performed by Consultant related to such consequences of the updates or changes.

b. Out-of-Pocket Expenses. Consultant shall be reimbursed by Customer for all reasonable out-of-pocket expenses incurred in performance of the Services, including, without limitation, shipping fees, travel and related expenses, courier fees, or parking fees. Consultant shall notify Customer in advance before incurring any individual reimbursable out-of-pocket expense exceeding \$100.00. Customer shall be liable to Consultant \$25.00 plus any actual bank fees incurred by Consultant for returned checks.

c. Taxes. Customer shall be responsible for the payment of all applicable taxes, customs fees and regulatory certifications, local tax withholdings, inspection fees mandated by the country of export, courier or shipping fees, and duties properly due and payable related to the Services, with the exception of taxes imposed on the income of Consultant. Prices do not include any sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, Consultant will separately state them on the invoice.

d. Licensed Software. In the course of performing Services, Consultant may resell software to Customer. License fees paid by Customer to Consultant for any licensed software is non-refundable. Customer acknowledges and agrees that its license of the software shall be governed by the terms and conditions set forth in the license agreement with the software licensor.

e. Invoices. Customer will pay Consultant's invoices within fifteen (15) days of the invoice date. Accounts not paid in full within fifteen (15) days of the invoice date will bear interest at the rate of fifteen percent (15%) per annum (1.25% monthly), or the maximum rate otherwise allowable by law. If Customer's account is not paid in full within thirty (30) days of the invoice date, Consultant has the right to suspend all Services until Customer's account is brought current (including any emergency services requested by Customer). If Customer's account is not paid in full within forty-five (45) days of the invoice date, Consultant has the right to terminate this Agreement immediately by delivering written notice of termination to Customer.

f. Payment Method. Customer is entitled to make payments to Consultant via (a) ACH through Consultant's online banking system, or (b) credit card.

4. Access and Work on Customer's Premises. Customer agrees to make available to Consultant, upon reasonable notice, computer programs, data and documentation required by Consultant to complete the Services. Consultant will ensure that its employees and agents will, whenever on Customer's premises, obey all reasonable instructions and directions issued by Customer that are provided to Consultant prior to performance of such onsite Services.

5. Customer Responsibilities. In addition to any other Customer responsibilities and related requirements noted in this Agreement or a Statement of Work, Customer is responsible for (i) all actions of its employees, contractors, and agents (excluding Consultant and subcontractors engaged by Consultant), including without limitation, use of Customer's systems' user names, passwords or other login credentials, and (ii) the development and enforcement of Customer's internal business processes and controls, including specifically, but not limited to, policies and processes associated with its data security and privacy practices.

Customer shall, at its expense: (i) maintain its technology so as to enable Consultant to gain remote access to Customer's systems for diagnostic, error correction, and otherwise to perform Consultant's obligations hereunder; (ii) cooperate with Consultant in identifying the cause of any claimed failure of the Services to substantially conform to or perform substantially in accordance

with this Agreement; and (iii) allow Consultant reasonably unfettered remote and, as needed, on-site access to Customer's systems and equipment for the purpose of performing the Services.

6. Rights in Systems and Tools.

a. Ownership in Customer's Systems and Tools. Consultant acknowledges and agrees that it has no rights, title and interest in the computer programs, including any source code, object code, enhancements and modifications, all files, including input and output materials, all documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media) provided or made available by Customer to Consultant related to the performance of Services hereunder.

b. Ownership in Consultant's Systems and Tools. Customer acknowledges and agrees that it has no rights, title and interest in the computer programs, including any source code, object code, enhancements and modifications, all files, including input and output materials, all documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media) used, provided or made available by Consultant to Customer during its performance of the Services hereunder.

7. Recruitment. Consultant and Customer agree not to recruit (a) employees of the other party during the Term of this Agreement, or (b) employees who were employed by a party within the six (6) month period prior to the hiring or recruitment by the other party. This Section 6 shall remain in effect for a period of six (6) months following termination of this Agreement.

8. Warranties. Consultant warrants the following with respect to Services:

a. Consultant's Warranties. Consultant's Services will comply with the descriptions and representations (including performance capabilities, completeness, specifications, configurations, and function) that are described in a Statement of Work. Consultant's employees performing the Services will have the requisite skill and training to perform Services in a good and workmanlike manner consistent with professional standards in Consultant's industry. Customer's sole and exclusive remedies for any breach of this warranty shall be Consultant's re-performance of the non-conforming Services one time, or, as of the date Customer notifies Consultant of any non-conformance, Customer may terminate the Agreement and receive a refund of all prepaid fees paid by Customer for the non-conforming Service. Consultant's warranty obligations under this Section 7(a) are conditioned upon Customer providing Consultant with written notice of any claimed breach of warranty within thirty (30) days of discovery of the alleged breach.

b. Customer's Warranties. Customer represents and warrants that Customer's access and work on Customer's premise granted in Section 4 above shall comply with any agreement between Customer and applicable third party.

c. Warranty Disclaimers. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE PERFORMANCE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

d. Third-Party Products. Third-Party Products (as defined in this Section 7(d)) may carry a limited warranty from the third-party publisher, provider or original manufacturer of such Third-Party Products. To the extent required or allowed, Consultant will pass through to Customer manufacturer warranties related to such Third-Party Products. Notwithstanding the foregoing, Customer acknowledges that Consultant is not responsible for the fulfillment of any Third-Party Product warranty or for problems attributable to use of Third-Party Products. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY CONSULTANT ON AN "AS IS" BASIS. For purposes of this Agreement, Third-Party Products means any hardware or software of a third-party that Consultant sells, uses or otherwise provides to Customer as part of the Services.

9. Term/Termination.

a. Commencement and Renewal. This Agreement shall commence on the date set forth above and shall remain in effect for one (1) month (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed as a month-to-month agreement, without interruption, for successive one (1) month periods at the same terms, conditions and prices as set forth herein (each successive one-month period shall be the "Term"). Either party may terminate this Agreement for any reason, by providing written notice of termination to the other party at least thirty (30) days in advance of the last date of intended service. Consultant may terminate this Agreement immediately if Customer permits a third party to perform administrative functions on systems on which Consultant provides Services.

b. Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, Consultant shall promptly return to Customer all computer programs, files, documentation, media, related material and any other material that, pursuant to Section 5(a) above, is owned by Customer. Upon expiration or termination of this Agreement, Customer shall promptly pay all outstanding fees and charges due to Consultant through the date of termination. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding Confidential Information under Section 9 below.

c. Remote Monitoring. Upon termination of this Agreement, Consultant shall uninstall all remote monitoring and management software from all Customer equipment.

Customer acknowledges and understands that this may leave its computers and other equipment without adequate systems for updates to operating systems, software, and virus scanning programs. Consultant shall not be responsible to Customer for any damages or consequences resulting from the removal of remote monitoring and management software.

10. Confidential Information.

a. Definition. “Confidential Information” means a party’s information, not generally known by non-party personnel, used by the party and which is proprietary to the party or the disclosure of which would be detrimental to the party. Confidential Information includes, but is not limited to, the following types of information (whether or not reduced to writing or designated as confidential):

- i. work product resulting from or related to Services performed under this Agreement;
- ii. a party’s computer software, including documentation;
- iii. a party’s internal personnel, financial, marketing and other business information and manner and method of conducting business;
- iv. a party’s strategic, operations and other business plans and forecasts; and
- v. confidential information provided by or regarding a party’s employees, customers, vendors and other contractors.

b. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was in the receiving party’s possession before receipt from the disclosing party; (iii) is rightfully received by the receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the disclosing party without a duty of confidentiality to third party(ies); (v) is independently developed by the receiving party; or (vi) is disclosed with the prior written approval of the disclosing party.

Confidential Information of the disclosing party may be disclosed in response to a valid court order or other legal process, only to the extent required by such order or process and only after the receiving party has promptly given the disclosing party written notice of such court order or other legal process (unless such notice to the disclosing party is prohibited by applicable law) and the opportunity for the disclosing party to seek a protective order or confidential treatment of such Confidential Information.

c. Non-Disclosure. During the Term of this Agreement and for five (5) years following termination or expiration of the Agreement, each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under

this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information, but in no event less than reasonable care, and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section 9.

11. Security.

a. Data Processor Obligations. If Consultant collects, records, organizes, uses, processes, adapts, retrieves, consults, transmits, combines, blocks, erases, destroys, transfers or stores any Confidential Information of Customer, Consultant will utilize industry standard practices and policies to maintain administrative, physical and technical safeguards for the protection and security of such Confidential Information.

b. Employee Training. Consultant shall provide annual training to staff and subcontractors on the security requirements involved in its provision of the Services to customers.

c. Security Flaws Testing. Periodically during the Term, Consultant will use commercially reasonable efforts to test the software it licenses and uses to perform the Services, using either manual or automated techniques, to determine if such software and its security mechanisms and functionality contain any security flaws. Consultant shall provide evidence of its remediation of any identified security flaws at Customer's request.

12. Consultant Indemnification. Consultant agrees to defend, indemnify and shall hold harmless Customer against all third-party claims, suits, actions, liability, damages and losses (including reasonable and actual attorney's fees and court costs) arising from or in connection with any allegations that the Services performed infringe any U.S. patent, copyright, trademark, trade secret, or violates any other proprietary right of a third party. Consultant's obligations under this Section 11 are conditioned upon: (a) Customer promptly notifying Consultant in writing of any such claim, provided any failure to provide such prompt notice shall only alter Consultant's obligations to the extent Consultant is materially prejudiced thereby; (b) Customer's cooperation with Consultant in all reasonable respects in connection with the investigation and defense of any such claim; and (c) Consultant having sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise, provided any final settlement shall require Customer's consent (which shall not be unreasonably withheld) if the final settlement or compromise does not provide for the unconditional and full release of the Customer or if the final settlement or compromise requires the specific performance of Customer. Should Consultant's performance of Services become, or in Consultant's opinion be likely to become, the subject of such a claim described in the first sentence of this Section 11, Customer will permit Consultant, at Consultant's option and expense, either to: (1) procure for Customer the right to continue its performance of the Services related to the infringement allegation; (2) replace or modify the Services related to the

infringement allegation so that Consultant's performance of Services related to the infringement allegation no longer infringes or violates the intellectual property rights of any third party, provided such replaced or modified Services at issue provides at least equivalent functionality and comparable performance characteristics; or (3) terminate this Agreement and grant to Customer a refund, on a pro-rata basis, of all applicable prepaid fees for Services related to the infringement allegation during the applicable Term. In all events, Customer shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at Customer's own cost. Notwithstanding any provision herein to the contrary, Consultant shall have no obligation or liability to Customer to the extent any such third-party claim of infringement or other violation of any intellectual property right of any such third party is caused by Customer or any party other than Consultant or a party acting under Consultant's control or direction.

To the extent required or allowed, Consultant will pass through to Customer any indemnities related to Third-Party Products, if any. Notwithstanding the foregoing, Customer acknowledges that Consultant is not responsible for the fulfillment of any Third-Party Products indemnities or for problems attributable to use of Third-Party Products.

13. Customer Indemnification. Customer agrees to defend, indemnify and shall hold harmless Consultant against all third-party claims suits, actions, liability, damages and losses (including reasonable and actual attorney's fees and court costs) arising from or in connection with any allegations that Customer has breached its obligations set forth in Section 7(b) of this Agreement. Customer's obligations under this Section 12 are conditioned upon: (a) Consultant promptly notifying Customer in writing of any such claim, provided any failure to provide such prompt notice shall only alter Customer's obligations to the extent Customer is materially prejudiced thereby; (b) Consultant's cooperation with Customer in all reasonable respects in connection with the investigation and defense of any such claim; and (c) Customer having sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise, provided any final settlement shall require Consultant's consent (which shall not be unreasonably withheld) if the final settlement or compromise does not provide for the unconditional and full release of the Consultant or if the final settlement or compromise requires the specific performance of Consultant. In all events, Consultant shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at Consultant's own cost.

14. Limitation of Liability/Exclusions. Each party's maximum liability for damages under this Agreement (regardless of the form of action, whether in contract or tort), including and without limitation for, data loss, loss of use of equipment, or business interruption caused by Consultant, shall not exceed the amounts paid by Customer to Consultant under this Agreement for the Services to which the claim relates in the twelve (12) months immediately preceding the claim for damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY THIRD PARTY FOR DAMAGES WHATSOEVER, OR TO THE OTHER PARTY FOR ANY (I) LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA; OR (II) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT

(INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Assignment.

a. Consent Required. Customer may not assign this Agreement to any third-party without the prior written consent of Consultant. In the event that Customer is bought out, merges, sold, or files for bankruptcy, any assignment of this Agreement to the new business or company is void at Consultant's option, unless agreed to by Consultant prior to any such assignment.

b. Subcontracting. Consultant may subcontract with others to provide some or all of the Services set forth in this Agreement and Customer consents to the use of any such subcontractor. Consultant agrees that it shall be primarily liable for all acts and omissions of its subcontractors as it relates to the performance of Services performed by the subcontractor to the same extent Consultant would be held responsible.

16. Miscellaneous.

a. Status as Independent Contractor. Consultant and Customer are contractors independent of one another and neither party's employees will be considered employees of the other party for any purpose. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

b. Jurisdiction/Governing Law. Any party bringing suit under this Agreement shall do so in Hennepin County District Court in the State of Minnesota. The Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this Agreement.

c. Notices. Customer agrees to inform Consultant of any problems, issues or claims via written notice, which includes by email.

d. Waiver. No waiver by Consultant of any breach by Customer of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

e. Entire Agreement. This Agreement, including Appendix A and any other exhibits attached hereto, including, as applicable, a BAA (as defined below), constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements between the parties, with respect to the subject of this Agreement.

f. Modification. Consultant may modify the terms of this Agreement, including fees charged for the Services, at any time by providing written notice of proposed changes to the Customer at least thirty (30) days in advance of the date the proposed changes are to take effect. If the Customer objects to the change in terms, the Customer may send written notice of the objection to Consultant prior to the date the proposed changes are to take effect, which acts as a notice of termination of this Agreement automatically terminating this Agreement thirty (30) days after the notice of objection. This Agreement can only be modified by a writing signed by each party.

Consultant shall not be bound by any terms or conditions printed on a purchase order, check, or correspondence from Customer without prior written acceptance by Consultant of such terms. Any such terms or conditions are hereby rejected, unless agreed to in a writing signed by Consultant's President and CEO.

g. Severability. If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

h. Attorney's Fees and Costs. In the event that Consultant takes action to collect fees that are due and payable to Consultant pursuant to this Agreement, Customer agrees to pay all attorney fees, other fees, and costs incurred by Consultant in association with the collection of fees owed.

i. Survival. Any provisions of this Agreement that expressly, by implication or necessity, contemplates performance or observance subsequent to the termination or expiration of this Agreement will survive termination or expiration of this Agreement and will continue in full force and effect, including any outstanding payment obligations.

j. Business Associate Agreement. In the event that the Parties have entered into a Business Associate Agreement ("BAA") in relation to protected health information, the Parties intend for both this Agreement and BAA to be binding upon them.

k. Headings. The various Section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit or expand the intent of the parties.

l. Reference. Notwithstanding any other terms to the contrary contained herein, Customer grants Consultant the right to use Customer's name or logo in customer lists and marketing materials to communicate that Customer utilizes Consultant's services.

m. Force Majeure. Neither party shall be liable to the other party for any failure or delay in the performance of its obligations hereunder (excluding Customer's payment obligations) on account of strikes, terrorist activity, shortages, riots, insurrection, fires, floods, power outages, storms, explosions, war, governmental action, labor conditions, earthquakes, terrorism, supplier bankruptcy or default, failure, delay or interruption by third parties, including without limitation, communications providers, or any other cause which is beyond either party's reasonable control.

n. Counterparts; Scanned Copies. This Agreement and any related Statements of Work, exhibits or attachments, or any amendments related thereto, may be executed in one or more counterparts with the same effect as if the parties had signed the same document; all counterparts will be construed together and will constitute one agreement. The parties may transmit their signatures via facsimile or scanned PDF or other electronic means with the same effect as if the parties had provided each other with original signatures.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the Effective Date.

CUSTOMER

TECHGEN CONSULTING, INC.

[Agreed and Accepted]

[Agreed and Accepted]

Appendix A located on next page.

APPENDIX A

STATEMENT OF WORK AND FEE SCHEDULE

See approved quote which outlines service mix and pricing for StressFree IT Services.

Beyond-Scope Services (Separately Billable)

Consultant may charge Customer for services that are not part of maintaining the existing IT infrastructure including:

- New hardware Installation/Configuration or Upgrades of Hardware
- Software Installation/Configuration on a workstation/server
- Operating System Upgrades / Migrations / Reinstallation
- Project work
- Emergency service
- After Hours Helpdesk & Onsite Service
- Proof of Concept Work

Any user support outside of normal business hours will be billed at a rate of 1.5x current standard hourly rates.

If the total quantity of workstations and/or servers changes during the Term, the fees will be adjusted accordingly.

The pricing on this agreement and attached quotes will automatically increase 5% every 12 calendar months.