Managed Services Terms and Conditions

1. **Introduction.** These Managed Services Terms and Conditions, along with the applicable Order that references or attaches these Terms and Conditions, form a binding agreement ("Agreement") between Entrinsik, Inc. ("Entrinsik") and the purchasing Customer. This Agreement governs Customer's purchase and use of Informer Managed Services.

2. **Definitions.**
   (a) **"Managed Services"** means professional services provided by Entrinsik to assist the Client with the use of Entrinsik's Informer software, including but not limited to implementation, reporting, training, and support tasks.
   (b) **"Order"** means a separate document, including a statement of work or other agreement, that specifies the scope, fees, term, and other terms specific to the Managed Services.
   (c) **Service Hours** means the total number of professional service hours purchased by the Client as part of the Managed Services.

3. **Assumptions.** This Agreement is based on the following assumptions:

   (a) The agreed amount for Managed Services shall be prepaid for the annual subscription and will auto-renew on the renewal date unless the Client cancels at least 30 days prior to the renewal date.

   (b) Entrinsik will provide the Client with a monthly report detailing hours used and the remaining balance.

   (c) Unused Service Hours at the end of the subscription term are forfeited.

   (d) If all Service Hours are used prior to the expiration date and the Client requests additional work, the billable rate will be Entrinsik's then-current published rate.

   (e) If the project exceeds the estimated Service Hours, Entrinsik must obtain Client approval before continuing work beyond the total contracted hours.

4. **Client Responsibilities.**

   (a) Access: The Client shall provide Entrinsik with the necessary access to their Informer instance for the performance of Managed Services.

   (b) Database Schema and Information: The Client shall provide Entrinsik with a database schema and/or API reference for all Informer connected datasources and allocate sufficient time to answer questions regarding them.

5. **Service Terms.**

   (a) All Service Hours must be used within the subscription term. Hours are non-transferable and non-refundable.

   (b) Entrinsik shall not be deemed experts in all aspects of the Client's datasources or related third-party systems unless specifically agreed upon in writing.

   (c) Any additional services outside the scope of the Managed Services must be outlined in a separate work order and will be billed at Entrinsik's then-current rate unless otherwise specified.

6. **Payment Terms.**

   (a) Payment for Managed Services shall be due as specified in the Order. All payments are non-refundable.

   (b) Entrinsik reserves the right to suspend services if the Client's account is past due.

7. **Term and Termination.** This Agreement shall remain in effect for the term specified in the Order. The Agreement shall auto-renew for subsequent terms unless either party provides written notice of non-renewal at least 30 days prior to the end of the current term.

8. **Limitation of Liability.** Entrinsik shall not be liable for any indirect, incidental, or consequential damages arising out of or related to the provision of Managed Services. Entrinsik's total liability under this Agreement shall not exceed the fees paid by the Client for the Managed Services in the 12 months preceding the claim.

9. **General.**

   (a) This Agreement constitutes the entire understanding between the parties regarding Managed Services and supersedes any prior agreements or understandings regarding Managed Services.

   (b) Modifications to this Agreement must be made in writing and signed by both parties.