

OPIQUAD, LLC

IT BLOCK HOUR CONSULTING AGREEMENT

TERMS AND CONDITIONS

Opiquad, LLC · 600 Tollgate Rd, Suite E, Elgin, IL 60123 · (847) 742-4623 · www.opiquad.com

PREAMBLE

This IT Block Hour Consulting Agreement (“Consulting Agreement”) is entered into between Opiquad, LLC (“OPIQUAD”), an Illinois limited liability company located at 600 Tollgate Rd, Suite E, Elgin, IL 60123, and the Customer identified below. This Consulting Agreement governs the purchase and use of pre-paid blocks of IT consulting hours (“Block Hours”) for professional IT services provided by OPIQUAD. This Consulting Agreement is a standalone agreement and is separate from OPIQUAD’s Master Service Agreement for telecommunications and managed services, although both may be in effect concurrently for the same Customer.

Customer Legal Name / DBA:

Primary Contact Name & Title:

Principal Place of Business:

Customer Email:

Customer Phone:

Customer Signature:

Date of Signature:

SECTION 1 — DEFINITIONS

1.1 Block Hours

A pre-paid bundle of IT consulting hours purchased by Customer from OPIQUAD in the increments specified in Section 3, entitling Customer to OPIQUAD's IT consulting services for the number of hours purchased.

1.2 Consulting Services

Professional IT services provided by OPIQUAD under this Consulting Agreement, including but not limited to: network design and architecture consulting; IT infrastructure assessment and planning; cybersecurity assessment and remediation; cloud migration planning and execution; server and workstation configuration; software deployment and integration; IT project management; technical training and knowledge transfer; disaster recovery planning; and general IT advisory services.

1.3 Effective Date

The date on which Customer executes this Consulting Agreement by signing the signature page hereof.

1.4 Statement of Work ("SOW")

A written document agreed upon by both Parties describing specific Consulting Services to be performed, estimated hours, deliverables, timeline, and any project-specific terms. Each SOW is incorporated into this Consulting Agreement by reference.

1.5 Work Product

All documentation, reports, configurations, scripts, designs, recommendations, and other deliverables produced by OPIQUAD in the course of performing Consulting Services under this Consulting Agreement.

SECTION 2 — TERM AND EXPIRATION

2.1 Agreement Term

This Consulting Agreement becomes effective on the Effective Date and remains in force for a period of twelve (12) months, or until all purchased Block Hours have been consumed, whichever occurs first, unless earlier terminated in accordance with Section 7.

2.2 Block Hour Expiration

All purchased Block Hours expire twelve (12) months from the date of purchase. Unused Block Hours are not refundable, transferable, or extendable beyond the expiration date unless OPIQUAD agrees otherwise in writing. OPIQUAD will provide Customer with a written notice thirty (30) days prior to the expiration of any Block Hours with a summary of remaining unused hours.

2.3 Renewal

Customer may purchase additional Block Hours.

SECTION 3 — BLOCK HOUR PACKAGES AND PRICING

3.1 Available Packages

OPIQUAD offers Block Hours in the following standard packages. Custom packages may be available upon request.

Package	Hours Included	Effective Rate/Hr	Package Price
Starter	10	\$200.00	\$2,000.00
Standard	25	\$185.00	\$4,625.00
Professional	50	\$170.00	\$8,500.00
Enterprise	100	\$150.00	\$15,000.00

On-demand hourly rate (without a Block Hour package): \$250.00 per hour.

3.2 Minimum Billing Increment

All Consulting Services are billed in minimum increments of thirty (30) minutes. Any partial increment beyond the first thirty (30) minutes will be rounded up to the next thirty (30) minute increment.

3.3 Travel Time

Travel time to and from Customer's location is billable against Block Hours at one-half ($\frac{1}{2}$) the applicable hourly rate for the first sixty (60) minutes of travel time each way, and at the full hourly rate thereafter. Remote consulting services do not incur travel time charges.

3.4 After-Hours and Emergency Services

Consulting Services performed outside of OPIQUAD's standard business hours (Monday through Friday, 8:00 AM to 6:00 PM Central Time, excluding federal holidays) will be billed at one and one-half (1.5x) the applicable Block Hour rate. Emergency services requested with less than four (4) hours' notice will be billed at two times (2x) the applicable Block Hour rate. After-hours and emergency multipliers apply to the Block Hour deduction (e.g., one hour of after-hours work deducts 1.5 Block Hours).

SECTION 4 — SCOPE OF SERVICES AND SCHEDULING

4.1 Service Requests

Customer may request Consulting Services by submitting a service request to OPIQUAD via email to support@opiquad.com, through OPIQUAD's customer portal, or by telephone. Each service request should include a description of the work requested, preferred timeline, and any relevant background information. OPIQUAD will acknowledge receipt of the service request within one (1) business day and provide an estimated time of engagement.

4.2 Statements of Work

For projects estimated to require more than ten (10) Block Hours, OPIQUAD will prepare a Statement of Work describing the scope, deliverables, estimated hours, timeline, and any assumptions. Both Parties must approve the SOW before work begins. Changes to an approved SOW require written agreement by both Parties. If actual hours exceed the SOW estimate by more than twenty percent (20%), OPIQUAD will notify Customer before continuing work and obtain Customer's written approval to proceed.

4.3 Scheduling and Availability

OPIQUAD will use commercially reasonable efforts to schedule Consulting Services within five (5) business days of an acknowledged Service Request or Signed SOW, subject to resource availability. OPIQUAD does not guarantee the availability of any specific consultant or technician. Customer may

request a preferred consultant, and OPIQUAD will make reasonable efforts to accommodate such requests.

4.4 Exclusions

The following are not included in Consulting Services unless expressly agreed in a SOW: procurement of third-party hardware or software (Customer may purchase through OPIQUAD separately); ongoing managed services or monitoring (governed by OPIQUAD's MSA); legal, regulatory, or compliance advisory services; and data recovery from failed storage media.

4.5 Customer Responsibilities and Safe Working Environment

Customer shall provide OPIQUAD personnel with a safe, secure, and hazard-free working environment at all times during the performance of Consulting Services. Customer's obligations include, but are not limited to:

- (a) Ensuring that all areas where OPIQUAD personnel will perform work comply with applicable federal, state, and local health and safety laws and regulations, including without limitation OSHA standards;
- (b) Providing advance written notice to OPIQUAD of any known hazards, environmental conditions, or safety risks present at the work site, including but not limited to asbestos, lead, mold, extreme temperatures, confined spaces, elevated work areas, or live electrical systems;
- (c) Providing adequate physical access, including clear pathways, proper lighting, and reasonable workspace at server rooms, network closets, equipment locations, and other areas where Consulting Services are performed;
- (d) Providing safe and reliable electrical power, climate control, and ventilation in all areas where OPIQUAD personnel perform work, particularly in data centers, server rooms, and telecommunications closets;
- (e) Providing escorts, security badges, parking access, and building access as necessary for OPIQUAD personnel to perform the Consulting Services without unreasonable delay;
- (f) Designating a point of contact who has authority to grant site access, approve work, and make decisions on Customer's behalf during on-site engagements;
- (g) Ensuring that any required third-party approvals, landlord permissions, or building management authorizations are obtained prior to OPIQUAD's scheduled arrival.

OPIQUAD personnel shall have the right to refuse to perform or to cease performing Consulting Services at any location where, in OPIQUAD's reasonable judgment, conditions pose a risk to the health or safety of its personnel. Such refusal shall not constitute a breach of this Consulting Agreement, and any Block Hours scheduled for the affected engagement shall not be deducted. Customer shall remain responsible for any trip charges, travel time, or third-party costs incurred by OPIQUAD prior to or as a result of the unsafe condition.

Customer shall indemnify, defend, and hold harmless OPIQUAD, its officers, employees, agents, and subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's failure to provide a safe working environment or to disclose known hazards as required by this Section 4.5.

4.6 On-Site Customer Presence and Limitation of Liability

Customer shall ensure that an authorized representative of Customer ("Customer Representative") is present on-site at all times while OPIQUAD personnel are performing Consulting Services at Customer's premises. The Customer Representative must have sufficient authority to make decisions regarding access, scope of work, and any site-related matters that may arise during the engagement. OPIQUAD personnel shall not be required to perform work at Customer's premises without a Customer Representative present.

If the Customer Representative is not present at the scheduled time of arrival, or leaves the site during the performance of Consulting Services, OPIQUAD personnel may, at OPIQUAD's sole discretion, cease

work and leave the premises. In such event, the applicable Block Hours for the scheduled engagement shall be deducted in full, including any travel time charges, and OPIQUAD shall have no liability for any resulting delays or incomplete work.

OPIQUAD shall not be liable for any damage, loss, theft, or destruction of Customer's property, equipment, data, software, network infrastructure, or any other assets that occurs during, in connection with, or as a result of the performance of Consulting Services, except to the extent caused solely and directly by the gross negligence or willful misconduct of OPIQUAD personnel. Without limiting the foregoing, OPIQUAD shall not be liable for:

- (a) Any pre-existing conditions, defects, or vulnerabilities in Customer's systems, equipment, or infrastructure that are discovered or affected during the course of Consulting Services;
- (b) Data loss, corruption, or service interruptions arising from configuration changes, software updates, hardware replacements, or other work performed as part of the Consulting Services and approved or directed by the Customer Representative;
- (c) Damage to facilities, walls, ceilings, floors, cabling, or other physical structures that is reasonably necessary for or incidental to the proper performance of Consulting Services, including but not limited to cable routing, equipment mounting, or access panel removal;
- (d) Any loss or damage resulting from Customer's failure to maintain adequate backups of data, configurations, or software prior to the commencement of Consulting Services;
- (e) Any third-party claims, losses, or damages arising from the performance of Consulting Services at Customer's direction.

Customer acknowledges that IT consulting work inherently involves risk to systems, data, and equipment, and that OPIQUAD's willingness to perform Consulting Services is contingent upon Customer's acceptance of the limitations of liability set forth in this Section 4.6 and Section 8 of this Consulting Agreement. Customer is solely responsible for maintaining current and complete backups of all data, configurations, and software prior to any scheduled Consulting Services engagement.

SECTION 5 — PAYMENT AND INVOICING

5.1 Prepayment

Block Hours are prepaid in full at the time of purchase. Payment is due upon acceptance of the Block Hour package and prior to the commencement of any Consulting Services. All payments shall be made in United States Dollars.

5.2 Payment Methods

OPIQUAD accepts payment by ACH/electronic check, wire transfer, and credit or debit card. Credit card payments are subject to a processing fee of up to three and one-half percent (3.5%) of the charged amount.

5.3 Usage Reports

OPIQUAD will provide Customer with a monthly usage report detailing: hours consumed during the reporting period broken down by date, consultant, and task description; remaining Block Hour balance; and any after-hours or emergency rate multipliers applied. Customer may request an updated balance at any time.

5.4 Overage Charges

If Customer's Block Hour balance is exhausted during an ongoing engagement, OPIQUAD will notify Customer and may continue services at OPIQUAD's then-current on-demand hourly rate (\$200.00/hour or as then in effect) unless Customer instructs OPIQUAD to stop. Overage charges will be invoiced monthly and are due within fifteen (15) days of the invoice date.

5.5 Taxes

All prices are exclusive of applicable taxes. Customer is responsible for all federal, state, and local taxes applicable to the Consulting Services, including Illinois sales and use taxes where applicable.

SECTION 6 — INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 Work Product Ownership

All Work Product created specifically for Customer under this Consulting Agreement shall be owned by Customer upon full payment of all applicable Block Hours and charges. Notwithstanding the foregoing, OPIQUAD retains all rights in its pre-existing tools, methodologies, templates, scripts, and frameworks (“OPIQUAD Tools”), and grants Customer a non-exclusive, non-transferable license to use any OPIQUAD Tools incorporated into the Work Product for Customer’s internal business purposes only.

6.2 Confidentiality

Each Party shall hold in strict confidence and not disclose to any third party any confidential information of the other Party, using at least the same care used to protect its own confidential information (no less than reasonable care). OPIQUAD acknowledges that in performing Consulting Services it may have access to Customer’s sensitive systems, data, and proprietary information, and agrees to protect such information in accordance with industry best practices. This obligation survives termination of this Consulting Agreement for a period of three (3) years.

SECTION 7 — TERMINATION

7.1 Termination by Customer

Customer may terminate this Consulting Agreement at any time upon thirty (30) days’ prior written notice to OPIQUAD. Upon termination, any remaining unused Block Hours are forfeited and are not refundable.

7.2 Termination by OPIQUAD

OPIQUAD may terminate this Consulting Agreement upon thirty (30) days’ prior written notice if Customer fails to pay any amounts due, or upon fifteen (15) days’ written notice for any other material breach that remains uncured during the notice period.

7.3 Effect of Termination

Upon termination: (a) OPIQUAD will complete any work in progress to a reasonable stopping point and deliver any Work Product completed through the termination date; (b) unused Block Hours are forfeited; (c) any overage charges incurred prior to termination remain due and payable; and (d) the confidentiality and limitation of liability provisions survive termination.

SECTION 8 — LIMITATION OF LIABILITY AND WARRANTIES

8.1 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OPIQUAD’S TOTAL AGGREGATE LIABILITY UNDER THIS CONSULTING AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO OPIQUAD UNDER THIS CONSULTING AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.2 Exclusion of Consequential Damages

IN NO EVENT SHALL OPIQUAD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONSULTING AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, OR BUSINESS INTERRUPTION.

8.3 Warranty

OPIQUAD warrants that Consulting Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Upon completion of Consulting Services, OPIQUAD shall deliver written notice of completion to Customer ("Completion Notice"). If Customer notifies OPIQUAD in writing of a specific, documented deficiency in the Consulting Services within thirty (30) days of the date of the Completion Notice, OPIQUAD will re-perform the deficient services at no additional charge. If Customer does not provide written notice of deficiency within such thirty (30) day period, Customer shall be deemed to have irrevocably accepted the Consulting Services as fully conforming to this Agreement. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFICIENT CONSULTING SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

SECTION 9 — GENERAL PROVISIONS

9.1 Independent Contractor

OPIQUAD is an independent contractor. Nothing in this Consulting Agreement creates any agency, partnership, joint venture, or employment relationship between the Parties. OPIQUAD personnel performing Consulting Services are not employees of Customer.

9.2 Governing Law

This Consulting Agreement is governed by the laws of the State of Illinois, without regard to conflict of laws principles. Any dispute shall be brought exclusively in the state or federal courts located in Kane County or Cook County, Illinois.

9.3 Entire Agreement

This Consulting Agreement, together with any SOWs executed hereunder, constitutes the entire agreement between the Parties with respect to IT consulting services and supersedes all prior agreements and understandings related thereto. This Consulting Agreement does not supersede or modify OPIQUAD's Master Service Agreement, which governs telecommunications and managed services separately.

9.4 Amendments

This Consulting Agreement may only be amended by a written instrument signed by both Parties.

9.5 Notices

All notices shall be in writing and delivered to the addresses set forth herein or as updated by either Party. Electronic notice sent to Customer's email address on file is effective upon confirmed delivery. Notices to OPIQUAD must be sent to: Opiquad, LLC, Attn: Chief Executive Officer, 600 Tollgate Rd, Suite E, Elgin, IL 60123, with a copy to: legal@opiquad.com.

9.6 Severability

If any provision of this Consulting Agreement is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions remain in full force.

CUSTOMER ACCEPTANCE AND SIGNATURE

BY SIGNING BELOW, CUSTOMER CONFIRMS THAT: (1) Customer has read, understood, and agrees to be bound by all terms and conditions of this IT Block Hour Consulting Agreement; (2) the individual signing is duly authorized to bind Customer; and (3) Customer acknowledges that Block Hours are prepaid, non-refundable, and subject to the expiration terms herein.

CUSTOMER

Customer Legal Name:

Authorized Signatory — Printed Name:

Title / Position:

Customer Signature:

Date of Signature:

Block Hour Package Selected:

OPIQUAD, LLC — Provider

Opiquad, LLC · 600 Tollgate Rd, Suite E, Elgin, IL 60123 · (847) 742-4623 · support@opiquad.com