

AllConnected Assessment Agreement

ALLCONNECTED, INC.
4514 LSH DRIVE, SIMI VALLEY, CA 93063
SIMI VALLEY, CA 93063

CLIENT:
ADDRESS:

PHONE:
EMAIL:

AllConnected, Inc., referred to in this Agreement as "AllConnected" is engaged in the business of providing information technology services. In order for AllConnected to obtain an accurate understanding of Client's business, data, and/or network system, AllConnected, at Client's request and indicated by signature below, shall perform a discovery of Client's current data and/or network system technologies (the "Assessment") based on the terms and conditions herein. AllConnected's Assessment is strictly for the purpose of providing a report on Client's technology infrastructure and recommendations on areas of improvement (the "Report"). This Assessment itself does not include any remediation of issues identified in the Report.

1. **Client Facilities.** Client provides AllConnected authorization to access Client's personnel and information technology infrastructure, including but not limited to, hardware, software, network, operating systems, programs, applications and data for the purposes of gathering sufficient information required to analyze Client's infrastructure. Client shall provide AllConnected with full, free, and safe access to Client's facilities. Client shall promptly notify AllConnected of any unsafe conditions to which AllConnected representatives and/or resources could be exposed at any of Client's facilities.
2. **Waiver.** Client acknowledges that during the Assessment unpredictable malfunctions may occur. Client understands that in order to conduct the Assessment Client will provide secure access to Client systems, via API, VPN, or remote server to conduct this Assessment. Additionally, AllConnected may install software agents on technology devices in Client's organization. Client further understands that the installation of this software may expose problems that may have been previously undetected. **ALLCONNECTED MAKES, AND CLIENT RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT ON THE FUNCTIONALITY OF SAID SOFTWARE AGENT OR NETWORK ASSESSMENT. CLIENT HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE ALLCONNECTED, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FOR ANY LIABILITY, INCLUDING ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, OR JUDGMENTS OF ANY AND EVERY KIND ARISING FROM ANY TYPE OF LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OF DATA, WORK STOPPAGES, COMPUTER OR NETWORK MALFUNCTION, AND OR EQUIPMENT DAMAGE, OTHER THAN CAUSED BY THE GROSS NEGLIGENCE OF ALLCONNECTED.**
3. **No Solicitation.** Client hereby agrees that during the term of this Agreement and for twenty-four months thereafter, neither Client, Client's employees, affiliates or agents will hire, solicit, offer employment to, or otherwise retain or attempt to retain the services of any individual employed by AllConnected in the twelve months prior to the date the solicitation or hiring occurred.
4. **Indemnification.** Client agrees to indemnify, defend and hold AllConnected harmless from and against any and all claims, causes of action, demands, lawsuits, liabilities, costs and expenses, including without limitation, court costs and reasonable attorneys' fees, resulting or arising from, directly or indirectly, (i) any violation or breach by Client with respect to this Agreement, or (ii) any act, omission, negligence, gross negligence, fraud or intentional misconduct by Client or any employee or agent of Client in connection with or relating to this Agreement. This section shall survive the termination of this Agreement.
5. **Proprietary Rights.** Client agrees and acknowledges that AllConnected does not convey, nor does Client obtain, any right in any services, programs, systems, data or materials utilized or provided by AllConnected in the performance of this Agreement. Client agrees and acknowledges that AllConnected shall hold all right, title, and interest in and to all patents, copyrights, inventions, improvements, techniques, methods, ideas, products, designs, works of authorship, derivative works and programs developed in connection with the performance of the Agreement. Any identifiable Client data reports and intellectual property contained and generated in the reports, data models, visualizations and analytics by AllConnected for Client are owned by Client.
6. **Confidentiality.** Each party agrees that during the course of this Agreement, information of an oral or written nature that is confidential or proprietary may be learned by or disclosed to the other party, including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost, and other unpublished financial information, customer information, product and business plans, operations and procedures ("Confidential Information"). Each party shall not, without prior written consent, make any disclosure of the other party's Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement, except that

receiving party may disclose the other party's Confidential Information if so required by law under court order or subpoena, provided that the receiving party shall notify the disclosing party immediately upon receipt of such order in order that disclosing party may seek a protective order or other appropriate remedy. Each party shall notify its employees of their confidentiality obligations with respect to Confidential Information and shall require its employees to comply with these obligations. The obligations set forth in this paragraph shall survive the termination of this Agreement.

7. **Independent Contractor.** Under this Agreement, AllConnected shall be an independent contractor. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship, or as granting a franchise under either federal or state law.

8. **ALL ASSESSMENTS ARE PERFORMED AND REPORTS PROVIDED AS-IS, AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. IRONEDGE SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT WILL IRONEDGE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, WORK STOPPAGES, COMPUTER MALFUNCTION, EQUIPMENT DAMAGE OR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY OTHER PARTY DUE TO ANY CAUSE WHATSOEVER, EVEN IF IRONEDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IRONEDGE'S LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED \$1,000. THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.**

9. **Waiver.** The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights and the obligations of the Party with respect to such future performance and shall continue in full force and effect.

10. **Agreement Binding On Successors.** This Agreement shall

inure to the benefit of and be binding upon the successors and permitted assignees of the respective Parties. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company.

11. **Governing Law and Jurisdiction.** The validity, construction and interpretation of this Agreement and the rights and duties of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought in the state or federal courts in Los Angeles, California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

12. **Amendments.** No waiver of any right or remedy and no amendment, change or modification of the terms of this Agreement shall be binding on a Party unless it is in writing and is signed by the Party to be charged.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered an original but all of which together will constitute one agreement.

14. **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or party other than the Parties.

15. **Entire Agreement.** This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

Client, by signing below confirms that Client has read this Agreement and fully understands and agrees to abide by it terms. Client is aware that this Agreement includes a release and waiver of liability and an agreement to indemnify AllConnected. Client executes this Agreement as of the _____ day of _____, _____.

CLIENT: [CLIENT NAME]

ALLCONNECTED, INC.

X _____

X _____

NAME: _____

NAME: _____

DATE: _____

DATE: _____

TITLE: _____

TITLE: _____
