



Last Updated: March 13, 2025

These Terms and Conditions ("Terms") govern your use of <https://www.khitservices.com> ("the Website") operated by KH IT Services ("we," "us," or "our"). By accessing or using the Website, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use the Website.

### 1. Use of the Website

You may use the Website for lawful purposes only. You agree not to use the Website in any way that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website.

### 2. Intellectual Property

The content, design, graphics, logos, text, images, and other materials on the Website are owned by or licensed to KH IT Services and are protected by copyright, trademark, and other intellectual property laws. You may not use, reproduce, distribute, or create derivative works of any content from the Website without express written consent from us.

### 3. User Accounts

If you create an account on the Website, you agree to provide accurate and complete information and to keep your account details up to date. You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.

### 4. Services

KH IT Services provides [list the services offered, e.g., consulting, IT support, etc.]. All services are subject to the specific terms and agreements outlined for each service offering, and these terms may change periodically. Please review the terms specific to each service before using them.

### 5. Pricing and Payment

Any pricing information provided on the Website is subject to change without notice. All payments for services rendered by KH IT Services must be made according to the payment terms agreed upon in the service agreement.

### 6. Third-Party Links

The Website may contain links to third-party websites that are not owned or controlled by KH IT Services. We do not endorse and are not responsible for the content, privacy policies, or practices of any third-party websites.

### 7. Privacy

Your use of the Website is also governed by our Privacy Policy, which explains how we collect, use, and protect your personal data.

We commit not to transfer your personal data to external organizations without your consent, except as necessary to provide our services.



We have strict policies and procedures in place to prevent unauthorized sharing of your data.

#### 8. Disclaimer of Warranties

The Website and its content are provided "as is" and "as available." KH IT Services does not make any representations or warranties of any kind, express or implied, regarding the accuracy, reliability, or availability of the Website or its content. We disclaim all warranties to the fullest extent permissible under applicable law.

#### 9. Limitation of Liability

To the fullest extent permitted by law, KH IT Services will not be liable for any damages, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Website or any content, products, or services obtained through the Website.

#### 10. Indemnification

You agree to indemnify, defend, and hold harmless KH IT Services, its officers, directors, employees, agents, and affiliates from any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of your use of the Website, violation of these Terms, or infringement of any rights of another party.

#### 11. Termination

KH IT Services reserves the right to terminate or suspend your access to the Website, without notice, for conduct that we believe violates these Terms or is harmful to other users or the Website.

#### 12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of [insert jurisdiction], without regard to its conflict of law principles.

#### 13. Opting In and Out of SMS Communications

By opting in, you agree to receive conversational messages, status updates, appointment reminders, and order or shipping confirmations SMS from KH IT Services LLC, please be aware that message frequency may vary on average 1-2 messages per month, and message and data rates may apply. KH IT Services LLC will not share your mobile information with third parties for marketing or promotional purposes. You can reply 'STOP' at any time to stop receiving messages, or text 'HELP' for assistance. Please call us at +1 512-886-5448 or email us at [support@needitservices.com](mailto:support@needitservices.com) for support. You can visit our Privacy Policy [here](#).

#### 14. Changes to Terms

KH IT Services reserves the right to update or modify these Terms at any time. Any changes will be posted on this page with the updated date. It is your responsibility to review these Terms periodically. Continued use of the Website after such changes will constitute your acceptance of the new Terms.



## 15. Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, the remaining provisions shall remain in full force and effect.

## 16. Contact Information

If you have any questions or concerns about these Terms, please contact us at:

KH IT Services LLC

Email: [support@needitservices.com](mailto:support@needitservices.com)

Phone: (512) 886-5448

Address: 3201 Bee Caves Rd

Ste 120-163402

Austin, TX 78746

## Description of Services

### On-Site and Remote Support

KH IT SERVICES LLC. will provide maintenance and support for the existing hardware and software including all equipment listed in the Addendum as well as installed 3rd party software and a line of business applications. KH IT SERVICES LLC will provide support and troubleshooting for remote access solutions including VPN access, remote desktop and webmail including remote access setup of off-site computers. KH IT SERVICES LLC will make a best effort to resolve as many issues as possible remotely and will come On-Site in the event remote resolution is not possible. Remote support of other staff home computers is included for VPN access to the network provided home computers have current Windows or Apple operating systems and antivirus and are updated regularly. Projects outside the scope of the above to maintain the existing network are billed separately including but not limited to setting up 2nd or additional offices or system changes expanding beyond what is currently in use in the network are beyond the scope of this Agreement. Charges will be billed separately at KH IT SERVICES LLC's then hourly rate for service, \$180 – Commercial, \$360 – After Hours, \$145 Nonprofit.

### Unlimited Automated Support

Using KH IT SERVICES LLC's Remote, Monitoring and Management (RMM) software, unlimited support will be provided. This includes the installation of critical updates for Windows Operating Systems, Apple Operating Systems, Microsoft 365 and other software. Automated support includes remediation for installed malware, failed services, drive clean-up (temp and unnecessary files), drive optimization, virus, malware, and spyware scans, defrags as well as hardware and software auditing. KH IT SERVICES LLC's remote monitoring and management software will monitor all devices that are powered on 24/7 for critical errors. Critical errors will automatically create a Service Ticket in KH IT SERVICES LLC's ticket management system to be addressed by a technician or KH IT SERVICES LLC's



automation Server which provides automatic response to resolve critical issues. Errors that occur during the maintenance window such as viruses found or machines that are unavailable will trigger a Service Ticket to be automatically created in KH IT SERVICES LLC's ticket management system.

All time billed by KH IT SERVICES LLC's Automated Support software will be covered under the terms of this agreement.

## Office 365

Microsoft Office 365 licenses will be provided for each user as identified in the addendum. Office 365 Business Premium plan includes email hosting with 50 GB mailbox including Outlook, Word, Excel, PowerPoint, Publisher, Access, SharePoint, Teams, and OneDrive and 1 terabyte of storage for file storage and sharing.

## SharePoint and OneDrive

File server replacement / enablement software and service provided to augment or replace antiquated methods of file sharing for both on-site and when remote as an alternative to VPN.

## Endpoint Detection and Response / Antivirus

All antivirus licensing is included for Servers, Mac computers, and other Devices. Our antivirus software is a business grade antivirus centrally managed. KH IT SERVICES LLC monitors the antivirus software 24/7 and in the event of malware being detected a ticket will automatically be created in KH IT SERVICES LLC's ticket management system. KH IT SERVICES LLC will address viruses as requiring an emergency response by a technician to confirm malware removal.

## Security Threat Detection and Remediation

KH IT SERVICES LLC provides managed threat detection and remediation services to uncover and address malicious network penetration attempts.

## Security Awareness Training



KH IT SERVICES LLC includes and requires all computer users at client to participate in regular security awareness training as provided through KH IT. Training may include simulated phishing attacks, instruction in company IT policies and best practices, compliance training and testing.

## Cloud Backup

Automatically backs up all current files, email and databases stored on the Servers to a secure online location. Additional gigabytes may be purchased Clients must have a 500 megabyte or higher Internet connection (both upload and download).

## Online Cloud Backup

Automatically backs up all files, email and databases stored on the Servers to a secure online location.

## Backup Disaster Recovery Appliance

Included in the service is a Backup Disaster Recovery (BDR) Appliance provided by KH IT SERVICES LLC to be place in client's server room that captures snapshots of client servers on a regular interval including its data, operating system application and configuration and replicates those images to a secure cloud location. In the event of a failed server or data loss KH IT SERVICES LLC will use BDR appliance to restore data on-site or at the cloud location. Additional cost will apply to monthly billing. Adds: \$150 per server

## Monthly Reporting

KH IT SERVICES LLC will provide clients with monthly reports detailing resolved tickets, patching, antivirus performance, service availability and network reliability.

## Virtual CIO

KH IT SERVICES LLC provides quarterly meetings with clients to review ongoing issues, go over upcoming project work, discuss changes in vendors, advise on best practices, create budgets, and plan the technology roadmap for the next period. We perform our own audits. Bringing in a third party unannounced is a breach of this agreement. \$2500 fee for all



outside audits. We facilitate and welcome outside audits, but we audit our own processes, methods, and software as well, so an outside audit is not necessary. We manage all other vendors.

### Managed Service Response Times

Trouble	Priority	Response Time 9am-5:30pm Weekdays	Response Time 5:30pm-9am Weekdays/Holidays
Service not available (all users and functions unavailable. Ex: Server down).*	<b>1</b>	Remote within 1 hours  On-Site within 3 hours	Remote within 2 hours  On-Site within 4 hours
Significant degradation of service (large number of users or business critical functions affected).*	<b>2</b>	Remote within 2 hours  On-Site within 4 hours	Remote within 2 hours  On-Site within 4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).**	<b>3</b>	Remote within 8 hours  On-Site within 48 hours	Remote within 12 hours  On-Site within 48 hours
Small service degradation (business process can continue, one user affected).** <b>This also includes change request. New or departed users, etc.</b>	<b>4</b>	Remote within 24 hours  On-Site within 72 hours	Remote within 24 hours  On-Site within 72 hours

\*For same day services on priority 3 and 4 tickets must be entered before 4pm.

\*\*Clients may request a specific technician, however KH IT SERVICES LLC will at its discretion assign a technician to address a service ticket or project work.



\*\*\*KH IT SERVICES LLC reserves the right to allow KH IT SERVICES LLC's NOC (Network Operations Center) to address all tickets initially. If the NOC cannot resolve a ticket, it will be escalated to an KH IT SERVICES LLC Tier 3 or Tier 4 technician. If a ticket is escalated to KH IT SERVICES LLC from the NOC, KH IT SERVICES LLC may, in its sole discretion, determine that an onsite visit is necessary.

\*\*\*\*Weekend support requiring on-site will incur an additional charge at the rate of \$360 per hour. Client agrees that weather, traffic conditions or Force Majeure outside the control of KH IT SERVICES LLC may extend or prevent remote or onsite response.

## Managed Services Requirements

1. End users should not HAVE GLOBAL OR DOMAIN ADMIN PRIVLEDGES.
2. Devices, Servers, and network equipment including routers, switches, backup devices and media must be less than 5 years old or turning 5 years old in the first 11 months of the agreement. Servers must be replaced by clients upon reaching the age of 5 years. Replacement installation costs are billed outside the monthly service amount at KH IT SERVICES LLC's then hourly rate. Servers must be covered by an active hardware warranty. KH IT SERVICES LLC will coordinate warranty diagnostics, repairs and return to service.
3. Devices (laptops/desktops/Macs) more than 5 years in age that fail will need to be replaced by the client with a new machine or one that is less than 5 years in age. Work to restore or replace equipment older than 5 years will be billed as an additional charge.
4. All Servers, Desktop Devices and Notebooks/Laptops with Microsoft Windows or Apple operating systems must be running an operating system supported by Microsoft or Apple with support expected to continue 12 months or more with the latest service packs and critical updates installed. As Microsoft or Apple stops supporting an operating system Client must update their operating system or remove it from any access to the network.
5. Clients will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.
6. If a client has software particular to its business which is installed on its network, the client is responsible for obtaining installation, training, and continuing technical support from the software provider. KH IT SERVICES LLC technicians are able to assist with network installation.
7. This Agreement covers users and their associated computers and other devices as detailed in the appendix. Clients shall provide a desktop and laptop which are less than 5 years old in good functioning condition to serve as a hot spare. A hot spare will not be counted as an operating computer for purposes of this Agreement.
8. For each new user added during the term of this agreement beyond computer/users the monthly Managed Service fee will increase by \$175/160 per month.
  1. Each new device will add \$40/35 per month.
  2. Each new Microsoft license adds \$27 per month.
  3. Nonprofit will have a cost for \$6 per Microsoft license over the initial free 10.
9. All server and desktop software must be genuine, licensed and vendor supported.



10. The network must have a currently licensed, vendor-supported server-based backup solution that can be monitored and send notifications on job failures and successes.
11. The network must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
12. All wireless data traffic in the environment must be securely encrypted.
13. There must be an outside static IP address assigned to a site

At the time of initiating service for Client, KH IT SERVICES LLC will evaluate Client's network and determine whether all Managed Services Requirements are in place and if not in place will install the required services. Charges for bringing the network into compliance with the requirements will be billed as incurred as additional services. \$2500 of included funds for initial assessment for new clients is applied to remediation.

## Agreement

Client and KH IT SERVICES LLC agree to the following:

- KH IT SERVICES LLC will provide the Managed Services listed on the Managed Services Offerings. The term of this Agreement is 24 months beginning January 1, 2024. This Agreement will automatically renew for successive 24-month terms unless at least 30 days prior to the expiration of each such term, either party notifies the other party in writing of non-renewal. KH IT SERVICES LLC or Client may terminate this contract at any time, after an initial 24-month period with at least 30 days prior written notice. The service to be provided to Client is for the network located at the address set forth in the attached Description of Network Equipment Supported for the equipment described therein.
- Client agrees to all requirements in the preceding pages of this document.
- Client will pay KH IT SERVICES LLC monthly on or before the 1st day of each month the amount of the monthly managed services bill. Parking expenses will be billed for on-site visits; KH IT SERVICES LLC does not have a site visit charge. Clients will execute the ACH form in QuickBooks for monthly drafting of their account for the monthly managed service. If the client is in a jurisdiction which charges sales tax on services, the stated price does not include tax.
- KH IT SERVICES LLC's hourly rate for additional services for onsite is \$180/145 and remote \$180/145, weekdays 8-5; 5:01 pm to 8:59 am weekdays, anytime weekends and holidays for on-site is \$ 360/145 and remote \$360/145.
- This Agreement covers only the client's locations as referenced in the addendum and its IT assets, services, service hours, and covered days defined within this Agreement.
- The addition of locations, IT assets, services, service hours, and covered days not set out in this Agreement will require billing as additional services or a project or result in an adjustment to the Client's monthly charges. For example, clients moving to a new location or adding additional users requiring additional routers and networks are





Projects. All services requested by clients which are not included in the coverages set out in this Agreement are billed as “Additional Services” or a “Project” and will be quoted and billed as Separate Charges at KH IT SERVICES LLC’s then hourly rate plus expenses. Expenses may include but are not limited to travel, parking, and tolls.

- The cost of any equipment necessary to perform the additional services or project will be paid by the Client before installation. The estimated charges for projects and additional services will be paid in full prior to the commencement of the Project. Client agrees to make payment in full for additional services not in the initial estimated charges plus expenses upon completion.
- KH IT SERVICES LLC will begin and maintain network documentation: on-going documentation of hardware, software, network settings, IP addresses, firewall settings and related network information.
- KH IT SERVICES LLC will make available to Client discounted pricing on servers, laptops, desktops, and network equipment.

Clients will comply with the Policies and Responsibilities and the Managed Services Requirements.

## Recurring ACH Payment Authorization

Required: Through Intuit QuickBooks Online and no other ACH. Invoices are e-mailed to clients within 1 business day and are due on receipt. If payment is received later than 7 business days from receipt of invoice there will be an administrative fee of \$55 and 18% APR interest charge starting on the first day after the grace period of 7 business days. Interest applied until payment is made in full.

## Service Level Agreement Terms and Conditions

1. Client and KH IT SERVICES LLC both agree that they will not solicit for hire, and it will not hire or otherwise engage any of each other’s employees or contractors, either directly or indirectly during any period services are provided under this agreement or in the 24-month period immediately following termination of this agreement.
2. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond control, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of KH IT SERVICES LLC’s technical staff (collectively referred to herein as "Force Majeure"). Each party



shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

3. If the Client work is substantially changed due to a Force Majeure, KH IT SERVICES LLC will evaluate the need for change to IT services to Client and related change of managed service fees. Recognizing there are ongoing expenses to KH IT SERVICES LLC of maintaining backups, remote monitoring, other vendor support software/licensing and availability of technicians to service on going needs, KH IT SERVICES LLC will review with Client the need for change of fees if any.
4. KH IT SERVICES LLC shall not be liable to Client or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential, or punitive damages arising out of service or equipment provided but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs. If a collection action is initiated by either party or if KH IT SERVICES LLC must defend any action by Client, KH IT SERVICES LLC is entitled to its reasonable attorney fees and expenses to be paid by Client.
5. Implied Warranties are expressly denied by KH IT SERVICES LLC. A KH IT SERVICES LLC contractor is a technician or contractor who operates on behalf of KH IT SERVICES LLC, is paid by KH IT SERVICES LLC and has access to KH IT SERVICES LLC's service ticket management system for making time entries and charges for their work. KH IT SERVICES LLC is not responsible for the acts of other technicians, contractors or consultants providing service to Client not under its control and direction. If Client purchases equipment from KH IT SERVICES LLC, it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that KH IT SERVICES LLC is not responsible for functioning of the equipment and has not made any express or implied warranties. KH IT SERVICES LLC shall not be liable for any claim or demand against the Client by any third party on account of errors or omissions performed hereunder.
6. Remote access to personal computers and/or networks. If or when Client transitions to home or alternative networks, KH IT SERVICES LLC will make best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. KH IT SERVICES LLC is not responsible for inadequacies in those home or alternative networks or to secure those connections. Home equipment will not be as secure and may not have KH IT SERVICES LLC's software and security features. KH IT SERVICES LLC is not responsible for the security of the home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this Agreement and KH IT SERVICES LLC may charge the hourly rate for work on home or alternative networks. KH IT SERVICES LLC will charge for additional software installed at home or alternative networks as needed.
7. In the event of a Force Majeure KH IT SERVICES LLC is not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.
8. Client agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of the Client adversely affected by Client's network functioning or transmissions from its network. We may offer client this coverage.



9. KH IT SERVICES LLC may apply changes or additional terms, conditions, and provisions to this Agreement upon 30 days advance written notice to client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days Client may submit changes or objections to the proposed changes or additional terms. All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term.
10. Failure to pay: If payment is not received by the first of the month for that month of service KH IT SERVICES LLC reserves the right to put a hold on rendering on-site and remote services until monthly fee has been paid, provided KH IT SERVICES LLC gives a five (5) business day notice of late payment.
11. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by KH IT SERVICES LLC. Client shall pay any such taxes unless a valid exemption certificate is furnished to KH IT SERVICES LLC for the jurisdiction of use.
12. If Client fails to make payment for any services or items purchased, and such failure continues for five days, \$55 and interest shall accrue on any amount due at the rate of 6% per day until paid. In the event collection processes are instituted to collect any amounts due from Client, Client shall pay the costs of collection plus reasonable attorney fees.
13. This Agreement is fully assignable by KH IT SERVICES LLC. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
14. Termination by Client: Client may terminate this Agreement with or without cause after the first 12 months of the Agreement have passed payment of a Termination Fee equal to the amount of two months Managed Services fee agreed to in this Agreement. Payment of all past and currently due amounts together with late fees and offboarding costs. KH IT SERVICES LLC shall be given a reasonable opportunity to correct any problems. Any such election shall be made in writing by Notice of Termination and is to be accompanied by the Termination Fee and all other amounts due.
  1. Upon giving notice to Client of default and the default is not cured within ten (10) business days of receipt of written notice from KH IT SERVICES LLC or for failure of Client to pay for service or products at the time of ordering or within 30 days of billing. Failure of KH IT SERVICES LLC to require payment at the time provided shall not be construed as a waiver of the right to do so.
  2. Any of the following which remains undismissed for a period of sixty (60) days: If Client files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Client.
  3. Failure of Client to comply with its obligations in this Agreement after written notice by KH IT SERVICES LLC of the non-compliance and failure to correct the problem or acknowledge the problem and commitment to take corrective action in the future will result in termination.
  4. Backups in the event of default or early termination or in the event the parties do not renew at the end of the term of this Agreement: Client shall be responsible for transferring backups to a system administered by Client or others on its behalf and for paying any costs of transferring and/or setting up backups off of the system maintained by KH IT SERVICES LLC. If Client does not provide for any



transfer of backups, they shall be terminated within 30 days of the Notice of Termination or Notice of Default. Client assumes all responsibility for its backups and KH IT SERVICES LLC has no responsibility to retain backups. In the event prior to the end of the 30 days, client places its own backups on site or obtains its own cloud backups then it shall notify KH IT SERVICES LLC so its backups can be terminated.

5. In the event of default or termination under any circumstances Client agrees it will provide access to KH IT SERVICES LLC technicians to remove antivirus licenses and monitoring tools and all other software. The consequence of and failure to provide this access shall be that Client shall continue to be responsible for 50% of the amount of the monthly Managed Services payment until access is allowed and the licenses and tools removed. Spam filtering will be terminated upon default or termination. Client understands that it is entirely responsible to redirect all of Client's MX records away from the spam filter system and redirect email to its server or it must provide KH IT SERVICES LLC access to its network information and equipment to take those steps. Upon termination of spam filtering services email will bounce if Client has not taken these steps or requested and allowed KH IT SERVICES LLC to take those measures. Client understands the above and accepts this responsibility and the consequences if it fails to cooperate or act; Client acknowledges that upon termination of the spam filtering if these steps are not allowed or taken email will not be available and there is no recourse whatsoever to KH IT SERVICES LLC.
6. In the event of termination by either party, Client is responsible for the full amount of all payments for services provided and products ordered.
7. If either party terminates the relationship of managed service provider and client or if Client defaults, then the parties agree to work cooperatively to transfer the client's data and network information as directed by the client to another service provider or to the client. The client will pay the cost of transfer which will include hourly charges for technicians to accomplish the transfer and any services maintained by KH IT SERVICES LLC containing Client data. Client must designate a vendor to handle its email, backups and any other services provided by KH IT SERVICES LLC. Client must establish an account for transfer of the backups and any other services within 30 days of notice of termination or default, or within 30 days of termination of this SLA. KH IT SERVICES LLC has no responsibility for backups, email or other services beyond 30 days following termination or default under this Agreement.
8. In the event of termination of services for any reason by either party, upon written request by Client KH IT SERVICES LLC will provide up to 60 days support to allow Client to make a transition provided Client pays all amounts then due and pays the fee for the additional 60 days in advance.
15. **Dispute Resolution:** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration unless they are of an amount which can be handled within the small claims court of the jurisdiction of the KH IT SERVICES LLC. The parties agree they waive the right to bring a lawsuit based on such claims or disputes other than in small claims court. Before commencing any arbitration proceedings, the



aggrieved party must first present the claim or dispute in writing to the other party. The parties shall have 30 days to resolve the claim or dispute.

16. This Agreement and any amendments and its validity, construction and performance shall be governed by the laws of Travis County. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the county and state of the KH IT SERVICES LLC, and the parties agree and consent to such jurisdiction and venue.
17. This Agreement does not create any rights in any third parties.
18. Client shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof except for allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which client has purchased technical support and has scheduled such installation with KH IT SERVICES LLC. Apps must be installed by a KH IT SERVICES LLC technician or software technical support with a KH IT SERVICES LLC technician assisting. KH IT SERVICES LLC shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Apps made by Client or by anyone other than KH IT SERVICES LLC. Corrections of unauthorized modifications shall be at the rate of \$180/360/145 per hour and may be grounds for immediate termination by KH IT SERVICES LLC of this Managed Services Agreement. Client agrees to prohibit others using its principals, officers, and employees from installing hardware, working on the technical aspects of the operating systems on the Servers and Devices or to give anyone Domain Administrator access. Only KH IT SERVICES LLC will make administrative or technical changes to the servers. Any third party brought in represents a breach of this agreement and will refer to Termination under the agreement.