

MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) sets forth the terms and conditions under which SysTec, LLC (“SysTec”) shall provide Products and Services to the undersigned client (“Client”) to be effective as of the date signed by both SysTec and Client (the “Effective Date”). Client’s execution of this MSA constitutes acceptance of the terms and conditions stated herein.

The Parties agree as follows:

1. SERVICE ATTACHMENTS AND APPENDICES

The services to be delivered by SysTec and the fees for those services are described in one or more Service Attachments to this MSA. The services to be provided under the Service Attachments are the “Services.” The Service Attachments identify the terms and conditions applicable to particular Services and are incorporated herein by reference. Unless otherwise agreed in writing, the services to be delivered by SysTec to Client are limited to those Services specifically described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and the terms of this MSA, the terms in the Service Attachment control.

Without limiting the foregoing, the following Attachments and Appendices are incorporated into this MSA by reference:

SERVICE ATTACHMENT FOR MANAGED SERVICES

APPENDIX A -- MANAGED SERVICE LEVEL MATRIX

APPENDIX B -- PRIORITY DEFINITIONS OF INCIDENT TICKETS

APPENDIX C -- INCIDENT CONTROL

APPENDIX D -- NON-COVERED SERVICES RATE SCHEDULE

APPENDIX E -- TERMINOLOGY AND DEFINITIONS

APPENDIX F PRICING

2. AGREEMENT TERM

This MSA commences on the MSA Effective Date and will remain in effect until either party terminates it as permitted herein. Either party may terminate this MSA for any reason upon at least thirty (30) days advance, written notice given to the other party. However, termination of this MSA will not, by itself, result in the termination of any Service Attachments, and this MSA will remain in effect notwithstanding any notice of termination unless and until all Service Attachments are terminated or expire according to their terms.

3. FEES AND PAYMENTS

During the term of this agreement, on each item of equipment, service, and circuits covered hereby, Client shall pay the charges specified in the associated Service Attachment.

All charges and fees to be paid by Client under this MSA are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. Client is responsible for the payment of any and all such taxes.

Client shall pay the full amount reflected on any invoice as owed to SysTec within thirty (30) days of the date of that invoice (the "Payment Deadline"). Client shall pay a late charge of one and one half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid by the Payment Deadline. If Client disputes in good faith all or any portion of the amount due on any invoice, or if Client otherwise requires any adjustment to an invoiced amount, Client must notify SysTec of the nature and basis of the dispute and/or adjustment in writing prior to the Payment Deadline. The parties shall use their reasonable best efforts to resolve the dispute prior to the Payment Deadline. However, if the parties are unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount to SysTec by the Payment Deadline. If it is ultimately determined that the disputed amount should not have been paid by Client to SysTec, SysTec shall apply a credit equal to that amount on Client's next invoice.

If Client fails to pay all amounts owed to SysTec under this MSA when due, then upon at least ten (10) days prior, written notice to Client, and in addition to any other remedies available at law or in equity, SysTec may suspend Services under this MSA until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to SysTec, SysTec shall restore the

Services after validating that all components to be monitored and/or managed under any applicable Service Attachment comply with SysTec's level of security, updates and best practices. SysTec's right to suspend Services under this section is in addition to SysTec's right to terminate any Service Attachment for non-payment.

4. SysTec BUSINESS HOURS

- SysTec's Normal Business Hours are from 8:30 a.m. to 5:30 p.m. Central Time, Monday through Friday "Weekdays".
- SysTec's Extended Business Hours are from 5:30 p.m. to 8:30 p.m. Central Time, Monday through Friday "Weekdays" and are available to Clients a contract basis.
- SysTec's After Business Hours are from 5:30 p.m. to 8:30 a.m. Central Time, Monday through Thursday, and from 5:30 p.m. Central Time on Fridays to 8:30 a.m. on Mondays "Weekends".

5. SysTec RECOGNIZED HOLIDAYS

SysTec is closed on the following SysTec-recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

6. RIGHTS TO CLIENT WORKS

Any original work, regardless of medium, that SysTec delivers to Client and that does not consist of modifications to an existing SysTec Work (as defined below) is a "Client Work," is to be deemed a "work made for hire" under U.S. law, and is the sole, exclusive property of Client, except for the following items, which do not constitute Client Works:

- Software, including but not limited to any proprietary code, source code and object code, that is subject to third-party license agreements;
- Those portions of any deliverable consisting of information in the public domain;

- Those portions of any deliverable consisting of generic ideas, concepts, business know-how and work processes, and techniques within the computer design, support and consulting business generally; and
- Those portions of any deliverable consisting of general computer consulting knowledge and information SysTec had or acquired during the performance of its Service for Client, not including any proprietary business information of Client, conveyed to SysTec by Client.

To the extent any Client Work may be deemed not to be a “work made for hire” under applicable law, SysTec hereby irrevocably assigns and conveys to Client all of its copyright in that Client Work. SysTec further hereby irrevocably assigns to Client all of its patent, copyright, trade secret, know-how and other proprietary and associated rights in any Client Work.

Client hereby grants SysTec a limited, non-exclusive, revocable, royalty-free license to use any Client Works for SysTec’s internal business purposes during the term of this MSA.

7. RIGHTS TO SysTec WORKS

Any writing or work of authorship, regardless of medium, created or developed by SysTec or Client in the course of performance under this Agreement and related to existing works owned by SysTec is a “SysTec Work,” is not to be deemed a “work made for hire,” and is and will remain the sole, exclusive property of SysTec. To the extent any SysTec Work for any reason is determined not to be owned by SysTec, Client hereby irrevocably assigns and conveys to SysTec all of its copyright in such SysTec Work. Client further hereby irrevocably assigns to SysTec all of its patent, copyright, trade secret, know-how and other proprietary and associated rights in any SysTec Work.

SysTec hereby grants Client a limited, non-exclusive, revocable, royalty-free license to use any SysTec Works for Client’s internal business purposes only during the term of this MSA.

8. CLIENT EQUIPMENT

“Equipment” means any data-communications, network-security, or other information-technology product or device.

In the event that SysTec facilitates the return of Client-owned Equipment on Client’s behalf:

- Client shall provide a designated contact to assist in unpacking and installing the replacement Equipment.
- Client shall follow the instructions provided by the SysTec Technician via phone or in writing.
- Client shall represent and warrant that any exchanged Equipment provided to SysTec is owned by the Client or SysTec and is free from any outstanding liens, security interests or other encumbrances. Client shall agree to hold SysTec harmless from any claim asserted against SysTec or against the Equipment accepted by SysTec when that claim is based upon a violation of this warranty.
- The return of failed Equipment will be at Client’s expense and must occur within five (5) working days of the receipt of the advance replacement.
- SysTec will not accept any return of defective Equipment unless a Return Authorization (RA) number has been issued.
- Client is responsible for keeping any shipment containers, boxes, packing materials that may be needed to properly protect and return Equipment to SysTec as needed.
- Client may be charged for packing materials.
- Client shall be charged for Equipment damaged due to inadequate packaging at the manufacturer’s current list price.

- Client shall ensure Products are returned with delivery signature confirmation.
- Client shall be responsible for returned Products until received, inspected, and accepted by SysTec.
- Client shall be charged for lost Equipment at the manufacturer's current list price.

9. SysTec EQUIPMENT

"SysTec Equipment" means any computer Equipment delivered by SysTec and used at Client's location to facilitate the delivery of Services to Client. Any Equipment sold or leased to Client by SysTec will be covered via a SOW or Purchase Order describing the payment terms related thereto.

Unless otherwise agreed (i.e., the Equipment is sold to Client by SysTec), SysTec is and will remain the sole owner of any SysTec Equipment provided by SysTec. SysTec Equipment is provided by SysTec to Client on a rental basis only, and this MSA transfers to Client no SysTec Equipment ownership rights of any kind.

SysTec has and will retain sole discretion to determine the appropriate SysTec Equipment and associated software, if any, to be used at Client's location, provided that SysTec's determination does not materially impair the availability or delivery of services under this MSA. SysTec also has and will retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the SysTec Equipment.

Client understands and agrees that SysTec is not an Equipment manufacturer and has no liability for the performance or non-performance of any Equipment. SysTec makes no independent representations or warranties with respect to the SysTec Equipment. Any third-party warranties are the exclusive remedies of Client with respect to such SysTec Equipment. In the event of a SysTec Equipment malfunction, SysTec will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the SysTec Equipment in use at Client's location.

Client shall take reasonable care of the SysTec Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. Client is responsible for all damage to or loss of the SysTec Equipment used at Client's location, other than loss or damage caused by SysTec's employees or contractors. In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the SysTec Equipment. Such policy or policies of insurance must cover the SysTec Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name SysTec as an insured beneficiary with respect to the SysTec Equipment. Upon demand by SysTec, Client shall produce evidence to SysTec that such insurance is being maintained and is valid.

Client is responsible for providing the necessary power, network connection and appropriate environment to support the SysTec Equipment.

Client shall not remove any sign, label or other marking on the SysTec Equipment identifying SysTec as the owner of the SysTec Equipment. Client does not acquire and will not acquire any rights of ownership in the SysTec Equipment by virtue of this MSA, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the SysTec Equipment or any equipment at SysTec's data centers.

On termination of any Service Attachment pursuant to which SysTec delivers SysTec Equipment to Client, Client shall allow SysTec and its employees and contractors reasonable access to Client's premises to remove the SysTec Equipment.

10. SysTec SOFTWARE

“SysTec Software” means all and any software, firmware, equipment instructions or software scripts installed or otherwise deployed on the SysTec Equipment or provided by SysTec to Client for installation on Client’s computer equipment. For purposes of this MSA, SysTec Software will also include any third-party software (3rd Party Software”) sold or licensed to Client by SysTec. Any Software sold, re-sold, licensed or sublicensed to Client by SysTec will be covered via a SOW or Purchase Order describing the payment terms related thereto.

This MSA does not transfer any right, title, or interest in the SysTec Software to Client. Client’s use of the SysTec Software is subject to all applicable terms of any end-user license agreement pertaining to the SysTec Software, a copy of which will be made available to Client upon request.

Client shall not, and shall not permit any third party, to:

- Distribute or allow others to distribute copies of the SysTec Software or any part thereof to any third party,
- Tamper with, remove, reproduce, modify or copy the SysTec Software or any part thereof,
- Provide, rent, sell, lease or otherwise transfer the SysTec Software or any copy or part thereof or use it for the benefit of a third party, or
- Reverse assemble, reverse compile or reverse engineer the SysTec Software or any part thereof, or otherwise attempt to discover any SysTec Software source code or underlying proprietary information except as may be permitted by law.

SysTec makes no representations or warranties with respect to such 3rd Party Software, and SysTec will not liable to Client or any party for the performance or non-performance of any 3rd Party Software, which will be subject to a license agreement between the 3rd Party Software publisher and Client.

11. NON-DISCLOSURE AND CONFIDENTIALITY

Each party and its employees or agents may be exposed to or may acquire information that is proprietary or confidential to the other party. Each party shall hold such “Confidential Information” in strict confidence and shall not disclose any such information to any third party. Confidential Information includes but is not limited to: (a) any SysTec technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Client; (b) any business plans or financial information of the other party; and (c) any information labeled as “confidential,” all regardless of whether such information would be protected under the common law.

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

12. NON-SOLICITATION OF EMPLOYEES

Client and SysTec each shall not, during the term of this Agreement and for a period of two (2) years following termination of this Agreement solicit the employment of, employ or contract with SysTec personnel or Client personnel, as applicable, with whom Client or SysTec has had contact under this Agreement. If Client or SysTec breaches this paragraph, Client or SysTec as applicable shall pay as liquidated damages, and not as a penalty, the sum equal to one hundred percent (100%) of the employee's annual salary. If SysTec or Client waives this restriction, Client or SysTec as applicable, shall reimburse SysTec's or Client's mutually agreed upon costs of external recruitment, training and lost revenues.

13. WARRANTIES

SysTec warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of any applicable Service Attachment. All Services will be deemed accepted unless Client notifies SysTec in writing within ten (10) working days after performance that the Services did not conform to this warranty. SysTec promptly will correct any nonconformities and will notify Client in writing that the non-conformities have been corrected.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, SysTec DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. INDEMNIFICATION

Client shall defend, indemnify and hold SysTec harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- SysTec's use, access or modifications of any software that Client has requested SysTec use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Client's use of any Services in violation of any provisions of, or Client representations in, the Service Attachments under which SysTec provides such Services to Client violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right.

Client further shall pay any judgments or settlements based on any such claims.

SysTec shall defend, indemnify and hold Client harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that any of the Services or deliverables provided by SysTec infringe any patent, copyright, trademark, trade secret or other intellectual property right, and SysTec shall pay any judgments or settlements based on any such claims.

15. LIMITATION OF LIABILITY

SysTec'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT DURING THE SERVICE MONTH IMMEDIATELY PRECEDING THE DATE OF CLIENT'S PROVEN LOSS UNDER THE SERVICE ATTACHMENT MOST CLOSELY ASSOCIATED WITH CLIENT'S CLAIM. EACH PARTY'S LIABILITY UNDER THE AGREEMENT ALSO IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY THE OTHER PARTY. NEITHER PARTY IS TO BE

LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF AN OTHERWISE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in delivery or performance, other than the payment of money, due to causes beyond its reasonable control, which causes shall include, without limitation, acts of God, acts of civil or military authorities, fire, strikes, power surges, power outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies not caused by a Party, or widespread and prolonged loss of use of the Internet. In the event of any delay, the set date(s) of delivery and performance, if any, shall be extended for a reasonable period.

17. INDEPENDENT CONTRACTOR

SysTec will perform all Services solely in SysTec's capacity as an independent contractor and not as an employee, agent or representative of Client.

18. GOVERNING LAW

This agreement shall be governed exclusively by the laws of the State of Missouri, without regard to conflicts of law principles. In the event that any portion of this agreement is held invalid by a court of competent jurisdiction, the remaining portions of this agreement shall remain in full force and effect. Both parties agree to submit to the exclusive jurisdiction of any court subject matter jurisdiction located in Missouri any action arising related to this Agreement, and Client agrees to reimburse SysTec for expenses incurred related to any action arising from this Agreement and successfully defended by SysTec.

19. WAIVER

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

20. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such term or provision shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the Parties.

21. SURVIVAL

The duties and obligations of the parties with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this MSA.

22. ASSIGNMENT

CLIENT MAY NOT ASSIGN ANY RIGHT OR DELEGATE ANY OBLIGATION UNDER THIS AGREEMENT WITHOUT SysTec'S PRIOR WRITTEN CONSENT, WHICH WILL BE NOT UNREASONABLY WITHHELD. CLIENT MAY WITHOUT CONSENT, ASSIGN THIS AGREEMENT

AND/OR DELEGATE OBLIGATIONS HEREIN TO THE SUCCESSOR TO CLIENT BY MERGER, ACQUISITION, OR CONSOLIDATION.

23. ENTIRE AGREEMENT

This Agreement and all documents referenced herein, including all Quotes, SOW(s) and Purchase Orders, constitute the entire Agreement and understanding between SysTec and Client and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. No change, modification or waiver of any of the terms of this Agreement shall be binding unless made in writing and signed by both parties.

24. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, emailed, delivered by facsimile with a confirmation report, or when mailed by overnight delivery service, or certified mail, postage prepaid, return receipt requested, to the addresses indicated below. The parties may change the addresses on thirty (30) days' written notice.

Contacts for Notices:

SysTec:

Name:
Title:
Street:
City, State, Zip:

Phone:

Email:

Client: (as provided in the signature block hereof)

25. COUNTERPARTS.

This Agreement may be executed via digital or facsimile signature and/or in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

SYSTEC, LLC ("SysTec")

By: _____

Name: _____

Title: _____

DATE SIGNED: _____

_____ (**"Client"**)

By: _____

Name: _____

Title: _____

Street:
City, State, Zip:

Phone:

Email:

DATE SIGNED: _____

SERVICE ATTACHMENT FOR MANAGED SERVICES

This Service Attachment is a part of, is subject to, and is governed by the terms of the MSA between SysTec and Client and is effective as of the date the MSA is signed by the parties. In the event of any conflict between the terms of this Service Attachment and the terms of the MSA, the terms in this Service Attachment control.

1. DEFINITIONS

The headings used herein are for the convenience of the Parties only and shall not affect the construction or interpretation hereof. Definitions of key Service Attachment terms can be found in Appendix E of this document.

2. MANAGED SERVICES

SysTec will deliver to Client the IT infrastructure monitoring and management Services identified in Appendix A to this Service Attachment. The SysTec service level selected by client will be identified in Appendix F to this Service Attachment or in one or more SysTec SOWs or quotes covering Client's location(s). The implementation of Managed Services will commence upon Client's issuance of a Purchase Order or Client-approved and signed Quote or SOW. The issuance of a Client Purchase Order constitutes Client approval of the SysTec Quote or SOW. Any change to an approved Quote or SOW must be submitted by Client to SysTec via hardcopy or email by an Authorized Client Contact and approved by SysTec management.

3. TERM

The Service Attachment start date is the date that SysTec signs this Service Attachment. The initial term of this Service Attachment is thirty-six (36) months following the Service Attachment start date unless specified otherwise in Appendix F.

The term of this Service Attachment will automatically renew for successive periods of twelve (12) months upon the expiration of the original term and all renewal terms at the same rates and pricing unless either party provides written notice of its intent not to renew no earlier than ninety (90) calendar days, nor later than thirty (30) calendar prior to the expiration date of the then-current term.

4. TERMINATION

Either party may terminate this Service Attachment or to cancel any Quote or SOW upon ninety (90) days' advance, written notice, without cause.

In the event of the termination or cancellation of this Service Attachment or of a Client-Approved Quote or SOW, Client shall reimburse SysTec for the following items:

- Any expenses incurred by SysTec for cancelling any software or Products ordered on Client's behalf;
- Any installation charges paid to others by SysTec;
- Any pro-rated usage charges incurred by SysTec;
- Any minimum term/early termination fees or charges incurred by SysTec;
- Any out-of-pocket expenses incurred by SysTec arising from such cancellation (including without limitation the amount charged to SysTec from its communication carriers, manufacturers, vendors, distributors or subcontractors caused by Client's request for cancellation); and

- Any remaining, pro-rated portion of SysTec's installation fees and charges.
- In the event that Client terminates or cancels this Service Attachment or a Client-Approved Quote or SOW without cause, Client also shall reimburse SysTec for 100% of the remaining term Service Fees.

If either party terminates this Service Attachment, SysTec shall assist Client in the orderly termination of services, including timely transfer of the services. Client shall pay SysTec the actual costs of delivering any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to software services supplied by SysTec. SysTec immediately will uninstall all affected software from Client owned devices by SysTec, and Client hereby consents to such uninstall procedures.

5. TERMINATION FOR CAUSE

Either party may terminate this Service Attachment, any Quote or SOW for cause without penalty. ("Cause") shall be defined as a breach of any material provision of this Service Attachment, any Quote or SOW, provided that written notice of such breach has been provided to the breaching party no later than thirty (30) days from the date of the breach, and the breach has not been resolved by the breaching party within thirty (30) days from the delivery of the notice.

6. SERVICE FEES

During the term of this Service Attachment, on each item of equipment, service, and circuits covered hereby, Client shall pay the charges specified in Appendix F or the associated SOW or Quote. Charges will commence on the date of installation of the equipment ready for use, as certified by SysTec, except that in the case of previously installed equipment such charges will commence from the date of acceptance of this agreement by SysTec. All charges for services performed under this Service Attachment are payable monthly in advance, unless other terms are set forth in writing. Services will be denied and may be terminated at SysTec's discretion for invoices not paid by the invoice payment term due date.

SysTec also may charge Client an inspection (SysTec Certification Fee) to ensure the configuration and condition of Client-Owned Equipment and Systems to be SysTec-Managed are in acceptable and manageable order.

7. FEE ADJUSTMENTS

SysTec may adjust the Service Fees charged to client as follows:

- Network Growth. During the term of this Service Attachment, if the number of devices or networks to be covered within the scope of this Service Attachment exceeds the number of devices or networks indicated on the effective Pricing and Support Addendum, SysTec may apply a pro rata adjustment to the total Service Fees based on the then-current fee rates specified in the Pricing and Support Addendum. Client shall pay all Service Fees owed to SysTec as they become due following any such adjustment.
- Service Fee Rate Increases. At any time after the parties sign this Service Attachment, SysTec may elect to raise the fees that it charges for any Services provided to Client under this Service Attachment. SysTec shall give Client no less than thirty (30) days' notice of any such increase in fees to be charged. Following its receipt of such notice, Client may terminate this agreement without incurring any additional charges or penalties, if any, that it ordinarily would incur for such termination.

8. CLIENT RESPONSIBILITIES

In order for SysTec to deliver Services to Client under this Service Attachment, Client must reasonably cooperate with SysTec's requests for information and minor on-site tasks. That cooperation includes, but is not limited to, the following:

- Confirmation and maintenance of a list of authorized site contact, and backup contact information (name, address, cell phone, and email address). SysTec is not responsible for missed maintenance notifications due to out-of-date Authorized Contact information.
- Maintenance of current licenses and manufacturer technical support subscriptions for all Client-Owned Equipment and Systems Managed by SysTec
- Delivery of a Letter of Agency to SysTec for SysTec to be authorized to act on Client's behalf with Client's Carriers, Equipment Suppliers, and Manufactures for any Client- Owned Equipment, Systems, or software.
- Prompt responsiveness to SysTec Technician's telephonic or written requests for Service- related information, instructions, and performance of basic diagnostic tests as needed.
- Assistance and/or confirmation of the means for SysTec Technician to connect to SysTec-managed equipment remotely for management, administration, configuration, and diagnostic purposes.
- Delivery to SysTec support personnel of safe and unfettered access to SysTec-Managed equipment to provide Services. SysTec may invoice Client for access delays in excess of thirty (30) minutes at SysTec's "Non-Covered Services" rates then in effect.

9. NON-COVERED SERVICES

Services not covered under this Service Attachment include, but are not limited to, the items contained in this section. Services not covered under this Service Attachment will be invoiced to Client by SysTec at the rates listed in Appendix D.

SysTec requires written preauthorization from an authorized Client Contact via hardcopy, email, or fax for any requests for Services not covered under this Service Attachment, travel expenses, expedited scheduling fees, work to be performed during Non- Business Hours, Weekends, or SysTec Recognized Holidays. The Client shall be responsible for paying for all Services provided and expenses incurred under this Service Attachment.

All charges for Services rendered under "Non-Covered Services" shall be invoiced to the Client at work completion or on no less than a monthly basis for continuing Services or open Service Orders, and shall be paid according to Net 15 Day terms.

Services rendered under "Non-Covered Services" shall be delivered on an "as needed, as available" basis.

"Non-Covered Services" does not guarantee the availability of any particular SysTec employee or subcontractor for the delivery of these Services, nor any response time obligation by SysTec.

In many instances "Non-Covered Services" will require a separate Quote or SOW with an appropriate level of consideration and project planning to minimize risk and ensure a successful project completion.

All "on-site" Services will be billed portal-to-portal from the nearest SysTec facility with a four-hour minimum, then in one-half hour increments. All "off-site" and/or "phone support" Services will be billed at a two-hour minimum, then in one-quarter hour increments.

Services performed under “Non-Covered Services” are to be scheduled a minimum of five (5) business days in advance, or an Expedited Scheduling Fee will apply. In the event that the Client wishes to cancel or re-schedule Services requested under “Non-

Covered Services” which has been accepted and scheduled by SysTec, notice must be given a minimum of two (2) business days in advance or additional charges will apply. Any Services re-scheduled are subject to the five (5) business day advance notice requirement from the date that re-scheduling is requested.

The delivery of Services outlined under Non-Covered Services may require a combination of “on-site Services”, “off-site Services” and “phone support” as listed in this Service Attachment. The sum of all efforts in each category will be billable. All Services provided under this Service Attachment shall be billed in accordance with SysTec’s then-current Published Pricing and Rate Schedule.

10. EXAMPLES OF NON-COVERED SERVICES

The following items are a non-comprehensive listing of non-covered services for illustrative purposes.

- The implementation of non-SysTec-provided software, carrier Services, Equipment and Devices.
- Instances of no trouble found with SysTec-managed software, Equipment, and systems.
- Requests for Software upgrades to be completed after normal business hours.
- The resolution of problems, outages, or failures of SysTec-provided software and Equipment as a result of maintenance, repair, or re-configuration performed by non-SysTec personnel or non-SysTec-designated representatives.
- Client requested SysTec support Services for any third-party Services not covered by this Service Attachment.
- On-site Incident and Remediation Management for sites greater than fifty (50) miles from SysTec. (Such requests will be handled on a case-by-case basis at SysTec’s sole discretion.)
- Client electrical work requests or issues.
- Client requests for installation, maintenance, removal or alteration of non-SysTec-provided Devices unless agreed upon by SysTec Quote or SOW.
- Services that are not practical or possible for SysTec to render due to the alteration of Equipment or the attachment of non-managed Equipment.
- Replacement of failed managed Equipment not covered by a manufacturer support contract.
- Repair of Equipment damage, replacement, parts maintenance, or increase in service time caused by any of the following circumstances:
 - o Client’s failure to comply with the Equipment manufacturers’ operational environment specifications including but not limited to; adequate space, electrical power, grounding, temperature, humidity, and dust particulates.
 - o Client’s failure to provide a safe environment consistent with all local, state and federal laws and safety standards.
 - o Client’s failure to provide adequate, accurate and timely (within one hour of request) information related to any internal Client technology infrastructure information required for remediation Services as requested by SysTec Technician and as outlined in Client Responsibilities.
 - o Client’s failure to provide adequate, accurate and timely information related to third party and telecommunications carrier/ISP Services required for remediation Services as requested by a SysTec Technician and as outlined in Client Responsibilities.
 - o Neglect, misuse or abuse of Equipment.

- o Accident or disaster caused by (but not limited to) an Act of God, electrical surges, transportation damage, burglary, and vandalism (physical, electronic, and/or cyber-attack).

- o Alteration, rearrangement or relocation including any deviation from manufacturer's specifications.

- o Attachment of cables, connectors, external Devices, including any interconnection to Equipment not conforming to manufacturer specifications or to SysTec Technician.

- o Service disruptions caused by communication carriers, public utilities, or third-party service providers.

11. FIELD TECHNICIAN CHARGE

A field technician charge (FTC) is the charge assessed by SysTec for each dispatch of a SysTec Technician to support Service installation or trouble resolution. The FTC shall be calculated based upon the then current hourly rates and shall be rounded up to the nearest full hour. The FTC may be waived at SysTec's sole discretion if the root cause for the dispatch is determined to be the responsibility of SysTec.

12. MISSED APPOINTMENT FEE

Client or Client's authorized representative must be available at Client or Affiliate site for the scheduled installation appointment date and time. The installation shall be rescheduled should Client or Client's authorized representative not be available within thirty (30) minutes past the scheduled installation appointment time.

Re-scheduling such missed appointment will incur a Missed Appointment Fee at the then current applicable rate. Client must provide a forty-eight (48) hour advance request for all appointment re-scheduling to avoid Missed Appointment Fees.

APPENDIX A -- MANAGED SERVICE LEVEL MATRIX

[Attached or reference web site with service packages, etc]

APPENDIX B -- PRIORITY DEFINITIONS OF INCIDENT TICKETS

Priority 1: Major Business Impact

Complete Failure/loss of connectivity at site

Priority 2: Partial Business Impact

Complete failure of one or more individual Services, or degradation of total network performance that severely restricts ability of users to perform required work

Priority 3: Non-Critical Business Impact

Issues with minimal impact to users' ability to perform required work, or issues with a readily available workaround

Priority 4: No Business Impact

General requests for information, application questions or change requests

Priority 5: Client without MSP Contract

Any issue not covered by a Managed Service Attachment, regardless of severity

APPENDIX C -- INCIDENT CONTROL*

Normal Business Hours

Time from Alert	Priority 1 Ticket	Priority 2 Ticket	Priority 3 Ticket	Priority 4 Ticket
30 Minutes	<ul style="list-style-type: none"> • Ticket acknowledged • Ticket assigned • Remediation initiated by Lead Engineer 	<ul style="list-style-type: none"> • Ticket acknowledged • Ticket assigned • Remediation initiated by Lead Engineer 	<ul style="list-style-type: none"> • Ticket acknowledged • Ticket assigned 	<ul style="list-style-type: none"> • Ticket acknowledged • Ticket assigned
1 Hour	<ul style="list-style-type: none"> • Client updated hourly via email and phone • Engineering Manager updated hourly 			
4 Hours	<ul style="list-style-type: none"> • Client updated hourly via email and phone • Engineering Manager updated hourly • President updated hourly 	<ul style="list-style-type: none"> • Client updated every 4 hours via email • Engineering Manager updated hourly 	<ul style="list-style-type: none"> • Remediation initiated by Lead Engineer 	
8 Hours		<ul style="list-style-type: none"> • Client updated every 4 hours via email • Engineering Manager updated hourly • President updated hourly 	<ul style="list-style-type: none"> • Client updated every 8 hours via email • Engineering Manager updated hourly 	<ul style="list-style-type: none"> • Remediation initiated by Lead Engineer

INCIDENT CONTROL

After Business Hours

Time from Alert	Priority 1 Ticket	Priority 2 Ticket
30 Minutes	<ul style="list-style-type: none"> • Ticket acknowledged • Ticket assigned • Remediation initiated by Lead Engineer 	<ul style="list-style-type: none"> • Ticket acknowledged • Ticket assigned • Remediation initiated by Lead Engineer
1 Hour	<ul style="list-style-type: none"> • Client updated hourly via email and phone • Engineering Manager updated hourly 	
4 Hours	<ul style="list-style-type: none"> • Client updated hourly via email and phone • Engineering Manager updated hourly • President updated hourly 	<ul style="list-style-type: none"> • Client updated every 4 hours via email • Engineering Manager updated hourly
8 Hours		<ul style="list-style-type: none"> • Client updated every 4 hours via email • Engineering Manager updated hourly • President updated hourly

***NOTE:** The foregoing chart is a guide only. Responses may be delayed for a number of reasons, some of which are beyond the control of SysTec. Although SysTec will use commercially reasonable efforts to respond as indicated in this chart, SysTec makes no warranties or guarantees that it will respond within the above guidelines for all situations.

APPENDIX D -- NON-COVERED SERVICES RATE SCHEDULE

Written pre-authorization (via email or fax) from an authorized Client representative is required for any "Non-Covered Services" requested. SysTec also requires pre-authorization from the Client in writing should the Client desire to have SysTec perform services under this Service Attachment at a site where remote travel expenses, expedited scheduling fees or after-hours rates would apply. The Client shall be responsible for paying for all services provided and expenses incurred under this Service Attachment.

Normal Business Hours	\$ 90.00 per hour
Outside Normal Business Hours (Monday – Friday)	\$ 135.00 per hour
Weekends or SysTec Company Holidays	\$ 135.00 per hour
Expedited Scheduling Fee ("On-Site" service requests)	\$25.00 per hour
Expedited Scheduling Fee ("Off-Site" service requests)	\$ 25.00 per hour
Expedited Scheduling Fee ("Phone Support" requests)	\$ 25.00 per hour
Cancellation Fee ("On-Site" service requests)	\$ 50.00 per hour
Cancellation Fee ("Off-Site" service requests)	\$ 25.00 per hour

APPENDIX E -- TERMINOLOGY AND DEFINITIONS

Authorized Contact: "Contact" A representative authorized by Client to interact with SysTec regarding the Products and Services provided by SysTec under this agreement.

Managed Service Levels: SysTec Managed Services offerings that include various levels of Services to accommodate Client's requirements and budget. Client may select the desired service level and term for Client and Affiliate sites.

Cause: A breach of any material provision of this Service Attachment, any Quote or SOW, provided that written notice of such breach has been provided to the breaching party no later than thirty (30) days from the date of the breach, and the breach has not been resolved by the breaching party within thirty (30) days from the delivery of the notice.

Change Order: Client originated request to change an element of a Quote, SOW, Device, software, or Site configuration. To be valid, change orders must be submitted by Client to SysTec via hardcopy or email by an Authorized Client Contact.

Client: "Client" Party to whom SysTec is providing the Products and Services provided herein, by a Quote, or by a Statement of Work.

Client Affiliates: "Affiliate" Parties affiliated with Client whom are authorized by Client to obtain Products and/or Services from SysTec.

Client Contact Information: Contact, and backup contact, name, work phone, mobile phone, and email.

Client Managed: Items managed by Client such as: Equipment, software, licenses, service contracts, warranties, and networks.

Client Owned: Items owned by Client such as: Equipment, software, licenses, service contracts, warranties, and networks.

Client Site: "Site" A Client or Client Affiliate physical location.

End User: "Users" refers to the any person authorized by Client to utilize Service.

Firewall: Network security device.

ICMP: The Internet Control Message Protocol is one of the core protocols of the Internet Protocol that includes troubleshooting utilities such as Ping.

Incident: "Incident" is defined as a software or technical issue resulting in the degradation or complete loss of service and/or resource access with defined priority levels.

Minor Changes: Configuration Change Management requests such as: firewall rule/policy, routing policy, content filtering, or software version upgrades that do not exceed five (5) aggregate SysTec hours per Client per month.

MSA: "MSA" Master Service Agreement.

SysTec-Managed: Items managed by SysTec such as: Equipment, software, licenses, service contracts, warranties, and networks.

SysTec-Owned: Items owned by SysTec such as: Equipment, software, licenses, service contracts, warranties, and networks.

SysTec Technician: An employee or contractor providing services to Client on behalf of SysTec in accordance with the MSA.

Custom Services: "Al Carte" Any Client requested Services in addition to, or as an alternative to the standard SysTec service offerings. Custom Services will be provided via SysTec Quote or SOW on a case-by-case basis at the direction of Client.

Non-Covered Services: Services not specifically addressed or included in this Service Attachment, SysTec Quote, or SysTec SOW.

Published Pricing and Rate Schedule: A listing of SysTec's current pricing and rates.

Quote: "Quote" A document provided by SysTec to Client detailing Products, Services, costs, and schedules in response to Client request for a Client or Affiliate Site.

Simple Network Management Protocol: "SNMP" Internet-standard protocol for managing Devices on IP networks.

Site Contact Information: Contact, and backup contact, name, work phone, mobile phone, and email.

Service Level Agreement: "SLA" Defined level(s) of service including items such as mean time between failures ("MTBF"), mean time to repair or mean time to recovery ("MTTR"); various data rates; throughput; jitter; or similar measurable details.

Statement of Work ("SOW"): A document provided by SysTec to Client detailing Products, Services, pricing, term, and schedules in response to Client request for a Client or Affiliate Site.

Term: "Term" The initial period of commitment by Client for the Products and Services contained within this Service Attachment for a Client or Affiliate Site as defined in SysTec Quotes and SOW(s) and any renewal periods.

Windows Management Instrumentation: "WMI" Infrastructure for management data and operations on Windows-based operating systems

APPENDIX F PRICING

Please refer to individual Statement(s) Of Work or Quote(s) for charges or pricing.