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Terms and Conditions

TERM: This agreement between Conquest Solutions and Client shall be effective on the date signed above, and shall remain in force for a period of **36 months**. This agreement will automatically renew for a subsequent one year term beginning on the day immediately following the end of the initial term, unless either party gives the other sixty (60) days written notice of its intent not to renew this agreement. Conquest may also request a review of the current agreement with 60 days notice to Client to determine if business, regulatory conditions or technology changes affect current fees to the service agreement. However, in no event shall this Agreement continue beyond a date that is five (5) years after the effective date without a Separate Written Addendum or new signed agreement.

FEES AND PAYMENT SCHEDULE: The parties have agreed to the pricing structure outlined in the quote above, invoiced on a monthly basis and is due and payable no later than the 15th of each month. Services may be suspended if payment is not received within 15 days following the due date. **THE FIRST MONTH'S Payment, plus the initial setup and conversion fees are** due and payable upon execution of this agreement. Hourly rates for excluded services is agreed to by Client as set forth in the scope of services above. Should the client become behind in payment for more than 60 days, a credit card will be required to be filed and/or a suspension of service may be acted upon by Conquest.

Recognizing there are ongoing expenses to Conquest for maintaining backups, remote monitoring, other vendor support software/licensing and availability of technicians to service on going needs, Conquest will review with Client the need for a change of fees if any.

ANNUAL FEE INCREASE: Commencing on the one-year anniversary of the Effective Date and annually thereafter, Conquest may annually increase the fixed fees and other fees expressed as stated dollar amounts in this Agreement in the amount 5-7% per service line item depending on the annual percentage increase in consumer prices.

FEDERAL, STATE AND LOCAL TAXES: It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by Conquest. Client shall pay any such taxes unless a valid exemption certificate is furnished to Conquest for the jurisdiction of use.

HARDWARE AND EQUIPMENT: Conquest will support all computer hardware and peripheral equipment included in this agreement. If hardware or equipment systems fail and need to be replaced, or new hardware or equipment is installed at the request of the Client, Conquest will provide a separate quote on the costs of replacing or adding new equipment. Additional equipment that is added will increase the monthly service cost at the per device rate outlined in

the quote above or based on the current device rate. New hardware is not part of the service agreement until installed on client site and added to network.

The cost of any equipment necessary to perform any 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 within 30 days of billing for additional services not anticipated in the initial estimated charges plus expenses.

SOFTWARE: If client has software particular to its business which is installed on its network, the client is responsible to obtain installation, training and continuing technical support from the software provider. Conquest technicians are able to assist with network support but they are not experts in all software applications and rely on the software manufacturer to provide software support at Client's expense. All server and desktop software must be genuine, licensed and vendor-supported.

PROJECTS: On Occasion, Client may need an infrastructure upgrade or project which Conquest can provide. A Project is defined as a short-term initiative with a defined start and end that produces a unique output (product/service/capability); this includes an expansion of the current environment. All projects are considered out of the scope and billable separate from the monthly contract at an agreed upon fee with a fixed deliverable.

The addition of locations, IT assets, services, service hours, and covered days or hours 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 Client, 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 Conquest's then hourly rate plus expenses. Expenses may include but are not limited to airfare, vehicle rental, mileage, parking, hotel accommodations, meal per diem's and tolls.

STATUS AS INDEPENDENT CONTRACTORS: This agreement shall not constitute, create or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. Contractor assumes sole responsibility for determining the manner and means of performance hereunder.

TERMINATION: Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from the non-defaulting party specifying the default. Either party may terminate this Agreement at any stage upon sixty (60) days written notice.

In the event of default or termination under any circumstances Client agrees it will provide access to Conquest technicians to remove antivirus licenses and monitoring tools. 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 Conquest 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 Conquest 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 Conquest.

In the event of termination by either party, Client is responsible for the full amount of all payments for services provided and products ordered.

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 of technicians to accomplish the transfer and any services maintained by MSP containing Client data. Client must designate a vendor to handle its email, backups and any other services provided by Conquest. 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. Conquest has no responsibility for backups, email or other services beyond 30 days following termination or default under this Agreement.

In the event of termination of services for any reason by either party, upon written request by Client, Conquest 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.

STANDARD OF PERFORMANCE: Conquest warrants and represents that he or she possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Conquest agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession and to devote such time as is necessary to perform the services required under this Agreement. All Conquest employees and affiliates will be required to comply with all Client security and sign-in measures.

CONQUEST RESPONSIBILITIES:

- Clearly document the services provided
- Meet expected response times
- Review Service Level Agreement annually and notify clients of any updates or changes
- Provide systems configurations to meet Client's Security Standards

- Appropriately manage customer communications, including notification of all scheduled maintenance.
- Provide appropriately trained professional technical staff
- Provide monthly reports on service performance

CLIENT RESPONSIBILITIES:

- Utilize the standard contact methods for requesting service.
- Provide a thorough and detailed account of the issue when requesting service.
- Provide Conquest technicians with full administrator access to supported devices.
- Consult with Conquest prior to purchasing any hardware or software that will be supported by Conquest and will reside on the Client's Network.
- Notify Conquest of ANY technology changes in a timely manner
- Updating End-of-Life Software as recommended by the Software Manufacturer
- Timely submission of all payments to Conquest. Failure to pay any balance due or ongoing service fees within 60 days of the invoice due date, will result in the client's access being removed and services stopped until payment is received.
- Credit Card payments are subject to a 2.9% convenience fee.
- Aging Accounts Payable are subject to a 2% penalty each month after 60 days overdue.
- Client acknowledges and agrees that the providing of the Services may in some circumstances result in the disruption of services at Client Facility or on Client's computer systems or loss or damage to software or hardware.

SERVICE LIMITATIONS AND EXCLUSIONS:

Conquest cannot guarantee service levels when faced with circumstances beyond its control. This includes but is not limited to: natural or man-made disasters; fire alarms; electrical and Internet outages or disruptions; building construction; equipment failure related to abuse, ETC. If Client refuses or declines any IT or security recommendation made by the Conquest, Client will assume all responsibility, and hold Conquest harmless, for any security hole, breach, backup failure, or any other security failure as a result of Client's decline or refusal of the recommendation and is subject to the termination clause.

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 its reasonable control, including, 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 Conquest'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.

REMOTE ACCESS TO PERSONAL COMPUTERS AND NETWORKS:

If or when Client transitions to home or alternative networks, Conquest will make a best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. Conquest 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 Conquest's software and security features. Conquest 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 Conquest may charge it's then hourly rate for work on home or alternative networks. Conquest will charge for additional software installed at home or alternative networks as needed.

EMERGENCY SUPPORT: Client may need support for end users on an emergency basis and outside the normal business hours covered by Conquest's Help Desk. This after-hours emergency support will be redirected to the appropriate resources and will be handled on a best effort basis. Conquest does have an after hours engineer that responds to emergency service call requests on weekends between 9:00 a.m. - 9:00 p.m. There is NO guarantee that a service call will be responded to during this time frame, but we make every effort to be available for after hours requests. Requests after hours are subject to a premium hourly fee (that is posted, yet subject to change). Standard "Help Desk" hours of operations are between the hours of 8:00 a.m. and 5:00 p.m. Monday - Friday, excluding holidays. **Emergency Support Service (both remote and on-site) is billed separately and are not included in any pre-paid hours.**

OWNERSHIP: All materials, including all copyrights, trademarks, logos, and other identifying marks (collectively "Materials") of each party are and shall remain the exclusive property of that party, and except as otherwise specifically set forth in this Agreement, no license to use such Materials is granted pursuant to this agreement. All non-third party software installed or provided by one of the parties for the other party's use is proprietary software and the exclusive property of the installing party.

WARRANTY: Equipment warranties shall be for one (1) year from the date of purchase unless noted otherwise. The installation, or the labor and miscellaneous materials employed to assemble an installed system shall be warranted for **thirty (30) days** after the date of installation unless otherwise specified. The installation (labor) warranty is restricted to the supply of necessary parts, replacements due to faulty workmanship or defective materials, but does not include repairs, adjustments or replacements made necessary by fire, water damage, acts of God, or accidents due to misuse or abuse of the system.

DISCLAIMER OF WARRANTIES: Conquest does not warrant the uninterrupted or error-free operation or provision of the services, or that the services will be free from interruption, the

services will be secure from unauthorized access, that the services will detect every security or other vulnerability of client's computer systems, or that results generated by the services will be error-free, accurate, or complete. All information, materials and services are provided to client "as is" except as specifically set forth in this agreement, Client hereby disclaims all representations and warranties, express or implied, including, but not limited to, warranties or merchantability, fitness for a particular purpose and non-infringement.

Services may become unavailable due to any number of factors, including, without limitation, scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the unavailability or interruption of access to the Internet, unpaid invoices, etc. The disclaimers set forth in this Section shall apply regardless of whether Conquest determines that Client's computer systems are deemed "secure", Client performs such modifications to this computer systems as Conquest reasonably suggests in order for Client's computer systems to be deemed "secure" or otherwise.

ACTS BEYOND REASONABLE CONTROL: No party shall be considered in default of any of its obligations under this Agreement to the extent that performance thereof is delayed or rendered impossible by acts of God, war, civil commotion, governmental action, fire, storm, flood, explosion, strikes, walkouts, a pandemic, or other industrial disturbances, or any other causes of nature which is beyond its reasonable control.

INDEMNIFICATION:

Conquest Solutions agrees to indemnify and hold harmless the Client, its officers and employees from and against damages, liabilities, losses, costs, and expenses, but only to the extent caused by the negligent acts, errors or omissions of Conquest, or of those for whom Conquest is legally liable, which arise out of the Conquest's performance of its professional services under this agreement. Client agrees to indemnify Conquest, its Officers and employees and hold harmless against all damages, liabilities, losses, costs, and expenses caused by the Client's negligent acts.

Conquest Solutions 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 hereunder, including 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 even if Conquest has been advised of the possibility of such damages. Regardless of the form of action, Conquest's cumulative liability shall be only for loss or damage directly attributable to negligence of a Conquest employee or contractor, for the cost of restoring the network to its condition prior to the negligence, but not to exceed Thirty Thousand Dollars. If a collection action is initiated by either party or if Conquest has to defend any action by Client, Conquest is entitled to its reasonable attorney fees and expenses to be paid by Client.

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 Conquest. 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. If not resolved, then the aggrieved party may commence arbitration proceedings.

The arbitration shall be conducted by Arbitration Resolution Services, Inc. (ARS) or other mutually agreed upon dispute resolution service and the parties shall be bound by any and all rules of the American Arbitration Associations United States Commercial Resolution Dispute Resolution Procedures for Consumer-Related Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Arbitration shall be conducted by an arbitrator experienced in Information Technology services and experience required for arbitrator and shall include a written record of the arbitration hearing. An award of arbitration may be converted to judgment in a Court of competent jurisdiction. The location of arbitration shall be in the home city, county of Conquest. The fees and expenses of the arbitrator and proceedings shall be paid by the losing party.

WAIVER OF TRIAL BY JURY: The parties hereto shall and they hereby do waive, where permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other in any matters whatsoever arising out of, or in any way connected with this agreement.

INSURANCE:

Conquest will maintain required insurance for general liability, property damage, errors and omission, and worker's compensation insurance and will name the Client an additional insured if required. Client agrees to carry liability, property and cyber security insurance covering any damage to its network as well as to any customers of the Client adversely affected by Client's network functioning or transmissions from its network.

CONFIDENTIALITY:

Each Party shall hold in trust for the other party and shall not disclose to any non-party to the Agreement, any confidential information of the other party. Confidential Information is information which relates to either party's research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either party.

ACCEPTANCE OF MANAGED SERVICES AGREEMENT:

Client acknowledges that the person signing this Agreement (ABOVE) on its behalf is authorized to do so and may bind the Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of client.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.