Master Services Agreement



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MASTER CLIENT SERVICES AGREEMENT

Agreement and Acceptance

This Master Client Services Agreement ("Agreement") is between Eos Systems Inc, a Massachusetts corporation with an office at 101 Federal Street, Suite 1900, Boston, MA 02110 ("Company"), and the customer identified in the applicable proposal, quote, order, or statement of work ("Client"). Company provides this Agreement to Client with, or makes it available through a clearly identified link in, the applicable proposal, quote, order, or statement of work before Client accepts. The applicable proposal, quote, order, or statement of work expressly identifies and incorporates this Agreement. Client accepts this Agreement when its authorized representative affirmatively approves that document, including any electronic approval or written confirmation, or pays an associated. Company accepts the engagement by issuing or confirming the applicable proposal, quote, order, or statement of work or by commencing the agreed Services.

The Effective Date is the date on which both parties have accepted the applicable engagement, unless that document specifies a later effective date. A separate signature on this Agreement is not required. Existing agreements are not amended solely by delivery or payment of a later invoice; any change remains subject to their applicable amendment provisions.

1) SCOPE OF SERVICES. Company agrees to assist Client with professional services and advice as set forth in **Schedule 1**, and as set forth in one or more applicable statements of work (each, a "Statement of Work") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services"). **Additional "Scope of Services" an "Terms and Conditions" for Managed Services Clients are found in Addendum A**. To be effective, each Statement of Work (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control, but only with respect to that particular Statement of Work. Company shall perform all Services in accordance with the relevant best practices for the managed service provider industry, as well as those service levels explicitly described in any relevant Statement of Work. Unless otherwise noted in a specific SOW, client service rates are noted **in Appendix A**.

2) PAYMENT. Unless otherwise stated in a statement of work, Payment is due within thirty (30) calendar days from the date Client receives an invoice for Services from Company. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in **Schedule 1** or a relevant Proposal or Statement of Work. Payment may be subject to ACH or CREDIT CARD requirement as outlined in **Appendix D**. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.

   a) **Suspension/Termination for Non-Payment. Client acknowledges and agrees that in the event Client fails to pay any invoice within the specified and agreed upon timeframe, we may suspend some or all of the Services in our sole discretion. If you fail to pay any invoice within 30 days of the invoice date, we may immediately terminate this Agreement and suspend or terminate all services and access without further notice.**

3) AUTHORIZED CONTACT PERSON. Client shall designate one or more authorized contact person(s) (each, an "Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: _____. Likewise, Client may designate one or more Authorized Contacts with respect to individual Statements of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify and approve on Client's behalf, work direction, Statements of Work, and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client (as described below) that an Authorized Contact is no longer authorized to act on Client's behalf. If during the Term of this Agreement, Client wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.

4) ACCESS TO PREMISES. To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to Client. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.

5) WARRANTIES; LIMITATIONS OF LIABILITY.

   a) Any third-party products provided to Client pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party

Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third-Party Products to Client, but will have no liability whatsoever for such third-party products. All Third-Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or quality of Third-Party Products.

b) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.

c) Client warrants and represents that it shall not use the System for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (*i.e.*, SPAM).

d) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, , OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THE PRECEDING SENTENCE.

6) INDEMNIFICATION. Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.

7) COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY. Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by Company pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer Company's intellectual property, and (iii) do not negatively impact the security or integrity of any of Company's equipment, or the integrity or implementation of the Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the termination of this Agreement.

8) TERMINATION.

a) *Without Cause*. Either party may terminate this Agreement or any Statement of Work for any reason by providing the other party with thirty (30) days prior written notice.

b) *Consent.* The parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time.

c) *Default.* In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within ten (10) days following receipt of written notice from the non-Defaulting Party.

d) *Equipment Removal*. Upon termination of this Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any).

e) *Transition.* In the event this Agreement is terminated for any reason whatsoever, all Client data held by Company shall be returned to the Client in a commercially reasonable manner and time frame, not to exceed fifteen (15) calendar days following the date of request of the return of such data by Client. The data shall be returned in a comma separated value (*i.e.*, CSV) format, unless another industry-standard format is mutually agreed upon by the parties. In the event that Client requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid to Company in full prior to Company providing its assistance to Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront amounts to be paid to Company as agreed upon between the parties. Company shall have no obligation to store or maintain any Client data in Company's possession or control beyond fifteen (15) calendar days following the termination of this Agreement. Company shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise

from, or are related to, Company's deletion of Client data beyond the time frames described in this Section.

f) *Impact and Effect.* Termination of a Statement of Work shall not act as a termination of any other Statement of Work or as a termination of this Agreement as a whole. Termination of this Agreement, however, shall act as a termination of all Statements of Work then pending, unless the parties agree otherwise in writing. **Termination of this Agreement and/or any PO AND/OR SOW will not discharge any payment obligation existing at the date of termination.**

Except as expressly provided, the Parties acknowledge and agree that their respective rights and obligations shall survive the termination of the Contract pursuant to the terms and conditions as set forth. Any and all transactions completed by the Parties under the Contract prior to the Termination Date shall remain in full force and effect and shall not be revoked or adversely effected as a result of the termination of the Contract or this Agreement.

g) *No Liability*: Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's goodwill or business.

9) UPTIME

a) *Uptime.* Company warrants and represents that the Services shall be available to Client as indicated on **Schedule 1** or any relevant Statement of Work ("Uptime"), except during Scheduled Downtime (defined below), or due to client-side downtime (described below) or when outages or issues occur due to a force majeure event.

b) *Scheduled Downtime.* For the purposes of this Agreement, Scheduled Downtime shall mean those hours, as determined by Company but which shall not occur between the hours of 8 AM and 6 PM Monday through Friday without Client's authorization or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use its best efforts to provide Client with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime.

c) *Client-Side Downtime.* Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies in the Services to the extent that such delays or deficiencies are caused by Client's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such delays or deficiencies.

10) CONFIDENTIALITY.

a) *Defined.* For the purposes of this Agreement, Confidential Information shall mean any and all non-public information provided to Company by Client, including but not limited to Client's customer data, customer lists, internal Client documents, and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of Company, (ii) was developed independently by Company, or (iii) is or was lawfully and independently provided to Company prior to disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* Company shall keep Client's Confidential Information confidential and shall not use or disclose such information to any third party for any purpose except (i) as expressly authorized by Client in writing, or (ii) as needed to fulfill Company's obligations under this Agreement. If Company is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then Company shall ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.

c) *Due Care.* Company shall exercise the same degree of care with respect to the Confidential Information it receives from Client as Company normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases shall be at least a commercially reasonable level of care.

d) *Compelled Disclosure*. If Company is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, Company shall immediately notify Client in writing of such requirement so that Client may seek a protective order or other appropriate remedy and/or waive Company's compliance with the provisions of this Section. Company will use its best efforts, at Client's expense, to obtain or assist Company in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, Company may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that Company has been advised by written opinion of counsel reasonably acceptable to Company that it is legally compelled to disclose.

11) CHANGE ORDER

A Change Order Process will be utilized to manage the scope of services, deliverables, timelines, or other terms outlined herein and any applicable Scope of Work. Either party may propose changes to any agreement during the course of the project. All proposed changes must be documented in a written change order, specifying the nature and details of the change, the rationale, any associated costs, resource adjustments, and potential impact on project schedules. The change order must be reviewed and approved in writing by both parties before implementation. Once signed, the change order shall become an amendment to the agreement and shall govern the services impacted by the modification. If Customer or Eos Systems requests a change to any project scope, services, tasks, deliverables and/or timeframe, the following Change Order Process will be employed:

1. The originator of the change request will submit the request to the Customer Project Manager via email.
2. The Customer Project Manager will submit the change request to the Eos Systems Project Manager.

3. The Eos Systems Project Manager will review and discuss the change request with the Customer Project Manager and determine the impact of the change request on this SOW in two (2) business days or less from receipt of the change request.
4. If the change request is deemed valid, a change order request will be prepared by the Eos Systems Project Manager and Customer Project Manager and submitted to the Customer Project Sponsor for approval.
5. If the Customer Project Sponsor approves the change order request, a Change Order is executed as an amendment to this SOW.

If for any reason the parties cannot come to an agreement regarding the proposed Change Order, Eos Systems reserves the right to complete the project activities and deliverables specified and bill Customer for the services and expenses incurred in performing this project.

12) ORDER OF PRECEDENCE.

a) The MSA, together with the Purchase Order (if any) and the Terms and Conditions herein, along with any addendums thereto, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Company and Client regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, Quote and Terms and Conditions and any addendums, the following order of precedence shall be followed: first, the MSA Terms and Conditions including any applicable addendums, second the Quote, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

13) MISCELLANEOUS.

a) *Assignment* This Agreement or any Statement of Work may be assigned or transferred by Company without the prior written consent of the Client. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder. This Contract may not be assigned in whole or in part by Cclient without prior written consent thereto by Company.

b) *Amendment*. No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.

c) *Time Limitations.* The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within one (1) year after the cause of action accrues or the action is forever barred.

d) *Severability*. If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.

e) *Other Terms*. Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.

f) *No Waiver*. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

g) *Merger.* This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.

h) *Force Majeure.* Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of Company.

i) *Non-Solicitation.* Client acknowledges and agrees that during the term of this Agreement and for a period of one (2) years following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that Client

violates the terms of the restrictive covenants in this Section 12(j), the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with Client (including any signing bonus).

j) *Insurance.* Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers compensation and general liability. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State.

k) *Governing Law; Venue.* This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of Massachusetts.

Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Massachusetts. for any and all claims and causes of action arising from or related to this Agreement. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.

l) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

m) *Notices.* Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this Agreement, or to such other address(es) as the parties may designate from time to time.

n) *Independent Contractor.* Each party is an independent contractor of the other, and neither is an employee, partner or joint ventures of the other.

o) *Subcontractors.* Company may subcontract part or all of the Services to one or more third parties provided, however that Company shall be responsible for, and shall guarantee, all work performed by any Company-designated subcontractor as if Company performed such work itself. Notwithstanding the foregoing, Company shall not delegate or subcontract any Services that are expressly designated as being non-delegable by Client on a statement of work.

p) *Counterparts.* The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

q) *No Third-Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

r) *Non-Exclusivity.* Client acknowledges that Company may be performing similar work for businesses other than Client. This Contract does not prohibit Company from performing that work.

s) *Vendor EULAs*. By signing this MSA, the Client agrees to the End User License Agreements (EULAs) of each vendor that may apply to any Services agreed Upon. The Client grants the Managed Service Provider (MSP) has the authority to accept and sign any EULA on behalf of the Client and/or End User, thereby binding the Client and/or End User to the terms and conditions of those EULAs. The Client acknowledges that it has or will review the EULA's and agrees to the EULAs of the vendors specified in this proposal, or has granted the MSP the authority to do so on its behalf. If Client does not agree with any EULA, Client must inform Company prior to any acceptance of any Services; acceptance of any services with associated licensing shall act as acceptance of EULA and authorize Company to additionally accept on behalf of Client.

t) *Eos Co-Managed IT Offerings.* Eos MSP/MSSP Offerings are all under our Co-Managed MSP Model. The Following Terms and Conditions Apply in Addition to the EOS MSA.

(a) Responsibilities and Liability: Under the Co-Managed IT Services Model, the Client and the Managed Service Provider (MSP) agree to share the responsibilities of managing the overall IT infrastructure and services of the End Client. Both parties acknowledge and accept their respective roles and duties as outlined in this Agreement.

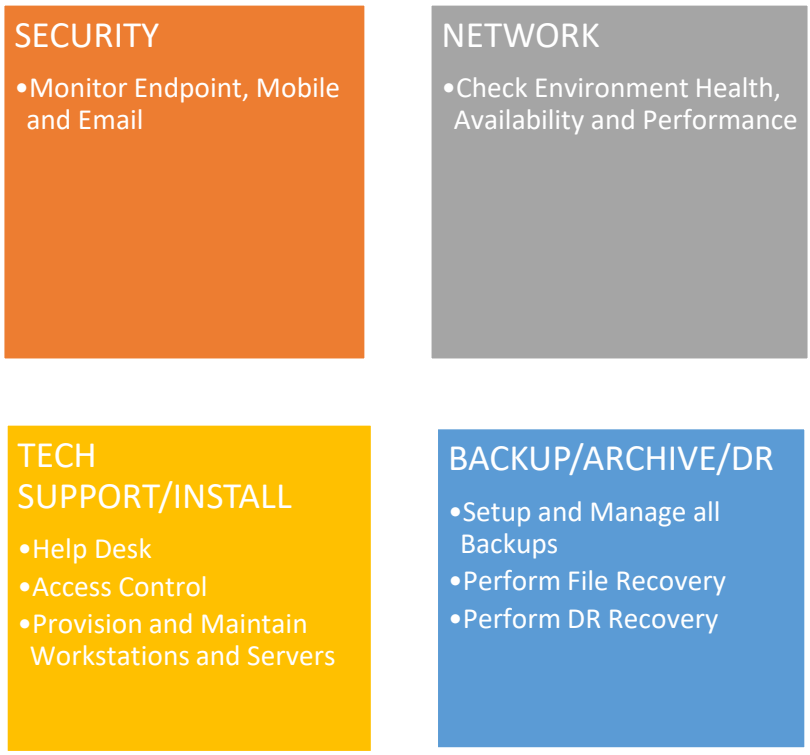
(b) Access and Control: The End Client retains access and control over their own IT environment. The MSP acts as a trusted partner to assist the End Client in managing and optimizing their IT services.

(c) Advisory Role and Best Practices: The MSP acts primarily as an advisor and will use best efforts and best practices to support the End Client with Management of the overall IT infrastructure. The MSP will provide guidance and recommendations based on industry standards and their expertise.

SCHEDULE 1 – PROFESSIONAL SERVICES

POTENTIAL SCOPE OF SERVICES

Eos Systems may cover the following General Technology Components for Client Upon Request. COMPANY is not obligated to provide these services below or other services unless agreed upon by both COMPANY and CLIENT within a formal Proposal or Scope of Work.



Services Offered may include but are not limited to the following:

- Identity and Access management
- Collaboration
- Infrastructure
- Outsourced IT
- Staff Augmentation/Virtual CIO Services
- Business Continuity
- Web Development and Maintenance
- Auditing/Pen Testing
- SIEM/Security Services

Potential Included Services	Note: Eos Systems services may include but are not limited to the following overview of services.
IT Consulting	○ Server/Desktop OS Upgrades ○ HW/SW Installation ○ Network Design and Support ○ New Technology Assessment
IT Help Desk Support	○ Maintenance ○ Access control ○ Provision and maintain workstations ○ Problem diagnoses and resolutions ○ Application Oversight of Key Solutions ○ Patch Management
IT Health Check (quarterly)	○ Discovery ○ Documentation ○ Remediation of Issues ○ Follow up Review
Security Oversite	○ Endpoint ▪ Server ▪ Desktop ▪ Laptop ▪ Mobile ○ Email/Messaging ○ Firewall / VPN ○ WIFI
RMM – Remote Monitoring and Management	○ Workstations ○ Servers ○ IP Capable devices
Backup//DR – "Recover" Solution	○ Setup and manage all backups ○ Perform file recovery ○ Perform DR recovery
Procurement	○ Hardware ○ Software
Vendor Management	○ Issue Resolution ○ Installation Coordination

RESPONSE AND RESOLUTION

For all contracted services, Eos Systems Response and Escalation involves normal business hour Support. Direct Access to a Client Services coordinator during those hours is given.

Client has a primary and secondary IT consultant assigned. These individuals oversee and manage the overall support of your organization. They are backed by an expanded full staff of client support individuals to complete the support as needed.

In addition to email and phone support, as part of the MSP Support program, a ticketing system is available to Client upon request. This ticketing system is an augmentation for the help desk/support team as well as all other technical members that will be taking part in the support process.

This allows tickets to be logged via phone, email, or end user portal. All work performed on a request is logged

***See Appendix "B" for Escalation Process**

RESPONSE AND RESOLUTION TIME

The following table shows the targets of response and resolution times for each priority level.

REPORTED TROUBLE	PRIORITY	RESPONSE TIME (IN BUSINESS HOURS)	RESOLUTION TIME (IN BUSINESS HOURS)	ESCALATION THRESHOLD (IN BUSINESS HOURS)
Not available (All users and functions unavailable)	**1**	**Within 2 Hours**	**ASAP – Best Effort**	**4 Hours**
Significant degradation (Large number of users or business-critical functions affected)	**2**	**Within 4 Hours**	**ASAP – Best Effort**	**8 Hours**
Limited degradation (Limited number of users or functions affected, business process can continue	**3**	**Within 12 hours**	**ASAP – Best Effort**	**24 Hours**
Small degradation (Business process can continue, one user affected)	**4**	**Within 24 Hours**	**ASAP – Best Effort**	**48 Hours**

Note: Best Efforts will be given for Response and Resolution during normal Business and After Hours. **Business hours are defined as Mon-Fri 830AM to 5:30PM. Issue notification of systems under RMM management will happen 24x7 within the parameters set by mutual agreement with client via phone, email and text.**

SUPPORT TIERS	
The following table details and describes our Support Tier Levels **– See Appendix "B" for Escalation Process.**	
SUPPORT TIER	**DESCRIPTION OF SUPPORT ESCALASTION**
Tier 1 Support	**All support incidents begin in Tier 1, where the initial trouble ticket is created; the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.**
Tier 2 Support	**All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.**
Tier 3 Support	**Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced engineers that have the ability to collaborate with 3rd party (Vendors) Support Engineers to resolve the most complex issues.**

Note: Remedies will be based on industry standards and best practices.

ADDENDUM A – ADDITIONAL SCOPE OF SERVICES AND TERMS AND CONDITIONS FOR MANAGED SERVICES

MANAGED SERVICES REQUIREMENTS

1. PC's, 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 MSP's then hourly rate. Servers must be covered by an active hardware warranty. MSP will coordinate warranty diagnostics, repairs and return to service.

2. PC's (laptops/desktops/Macs) in excess of 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.

3. All Servers, Desktop PC's 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.

4. Clients will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.

5. If a 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. MSP 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.

6. All server and desktop software must be genuine, licensed and vendor-supported.

7. 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.

8. The network must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.

9. All wireless data traffic in the environment must be securely encrypted.

At the time of initiating service for Client, MSP 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.

Services. Company will use commercially reasonable efforts to provide Client the contracted (collectively, the "Services").

Outside Consultants. MSP 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 MSP it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that MSP is not responsible for functioning of the equipment and has not made any express or implied warranties. MSP shall not be liable for any claim or demand against the Client by any third party on account of errors or omissions performed hereunder.

Remote Access. Remote access to personal computers and/or networks. If or when Client transitions to home or alternative networks, MSP 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. MSP 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 MSP's software and security features. MSP 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 MSP may charge it's then hourly rate for work on home or alternative networks. MSP will charge for additional software installed at home or alternative networks as needed.

Company Security Disclaimer. The products and services included in any work may include all or components of Company's offerings which may include tools to mitigate the growing cybersecurity risk all businesses face. While our approach to security will greatly reduce the risk of a breach or infection, Company cannot guarantee a breach will not occur. We strongly recommend Client have an Incident Response Plan in addition to implementing any additional commercially reasonable security and Insurance measures.

Server and Network maintenance. Company will complete Server and Network Maintenance on a cycle appropriate for the class of device and Service as Company deems appropriate, using best practices and or how outlined under agreement. Maintenance may include patching operating systems, reviewing logs and best practice alignment. Maintenance does not include Operating System upgrades, applications upgrades or equipment upgrades.

Backup. Client may be contracted for one or more Backup Solutions from Company. Backup will be configured using as Company deems appropriate, using best practices and/or how outlined under agreement with Client.

System Revisions. COMPANY may revise the features and functions of the Service at any time, provided no such revision materially reduces features or functionality provided pursuant to the Contract.

CLIENT OBLIGATIONS

Programs, Data, and Documentation. CLIENT shall maintain all licenses and adhere to the license terms of any CLIENT software used in connection with the WORK. In conjunction with the WORK, COMPANY may allow CLIENT to use certain software (including related documentation, developed and owned by Microsoft Corporation or its licensors, and others (collectively, the "Software"). If CLIENT chooses to use the Software, CLIENT agrees to any associated additional terms and conditions. CLIENT acknowledges and understands that the Software is neither sold nor distributed to Client and its use is only in conjunction with the WORK. CLIENT shall not transfer or use the Software outside the WORK. CLIENT shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Software.

Availability. CLIENT agrees to make available to COMPANY, upon reasonable notice, computer programs, data, and documentation required by COMPANY to complete the WORK. CLIENT shall allow COMPANY to collect, maintain, process and use diagnostic, technical, usage, and related information about the equipment, network and services, and shall allow remote access and management software to remain on the equipment, network and services as required to perform the WORK. CLIENT grants COMPANY a nonexclusive, worldwide, royalty-free, fully- paid, transferable license to host, cache, record, copy and display CLIENT's data solely for the purpose of performing the WORK.

Access. CLIENT agrees to ensure COMPANY has appropriate access to systems.

Notice of Change. Client is obligated to Notify Company of changes to IT systems.

Client Administrators. When CLIENT Administrative Users are included in the Services, those users will be responsible for reviewing alerts and monitors and determining any corrective actions needed unless otherwise specified.

Authorized Users. CLIENT shall communicate with all its authorized users to insure they have appropriate training in regard to the WORK. CLIENT shall be solely responsible for all acts and omissions of all Authorized Users, including ensuring their compliance with all requirements under the Contract.

Client Security. CLIENT shall take commercially reasonable security precautions in using the WORK. This includes limiting use to business purposes, and complying with all laws, ordinances, regulations, requirements and rules relating to the use of the WORK and cooperating with COMPANY's reasonable investigation of outages, security problems, and any suspected breach of the Contract.

Acceptable Use. CLIENT shall not: (i) use the System for service bureau or time-sharing purposes or in any other way allow third Parties to exploit the System; (ii) provide System passwords or other log-in information to any third party, except CLIENT's Authorized Users as specifically authorized by this Contract; (iii) share non-public System features or content with any third party; or (iv) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event that COMPANY suspects any breach of the requirements of this Section , COMPANY may suspend CLIENT's access to the System without advanced notice, in addition to such other remedies as COMPANY may have.

Unauthorized Access. CLIENT shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. CLIENT shall notify COMPANY immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

PAYMENTS: CLIENT SHALL PAY COMPANY THE CONTRACT SUM AS SET FORTH

Invoicing. Each month, COMPANY will invoice in advance for any Monthly Contract Sum that is within CLIENT's plan. COMPANY will also invoice in arrears for all additional WORK, services, and/or other fees and charges at our standard rates at that time as incurred by CLIENT. Clients on an Annual or Multi Year Plans will be invoiced as noted in the signed Proposal for such Services.

Audit and Overages. MSP/MSSP licensing services overages are subject to additional costs. The Managed Service Provider (MSP) shall have the right to audit the quantities of services provided on a monthly basis. This audit will assess any required additions to the services. In the event of overages, these may be co-termed to align with the current agreement, ensuring seamless integration and consistency within the existing contract terms.

Price Changes. Pricing is subject to adjustment during the term of the agreement due to Vendor Price Increase for any increase above of 5% per unit cost and/or Annual Overall Price Adjustment. The pricing specified herein is subject to adjustment during the term of the agreement due to overages and may also include a minimum annual increase of 3%. Additional subscription licenses may be cotermed to the current Agreement. Additionally, if the Vendor increases subscription costs, the Client will be subject to corresponding increases.

Unforeseen Conditions. Notwithstanding the foregoing provisions, COMPANY reserves the right to provide ninety (90) days' prior written notice of an increase in the Contract Sum at any time prior to a renewal period in the event of unforeseen conditions that cause a significant increase of costs to provide the Work. Unforeseen conditions may include new regulatory requirements, unexpected increases for software and service used to provide the Work, and enhancements deemed necessary that cannot be managed on a per user or per client basis. If CLIENT does not agree with the notice of the proposed fee increase, CLIENT must inform COMPANY in writing within thirty (30) days of the date of the notice of increase; following which COMPANY may elect to terminate this agreement after expiration of the ninety (90) day notice of the fee increase.

Off Boarding. Upon receipt of non-renewal notice or Termination, COMPANY will initiate off-boarding discussions with CLIENT. As offboarding activities can have an impact on certain services, these activities must be done in coordination with our support team. Off Boarding is subject to additional consulting charges at the Client contracted Rates. The Client acknowledges that early termination of this agreement will result in the Client being liable for the remaining balance of any commitment period.

Subscription Renewal. Subscriptions will automatically renew at the end of the term unless written notice is provided at least 90 days prior to the renewal date but no more than 180 Days before the end of the Term; This only applies to subscriptions that the vendor allows to be renewed.

APPENDIX A - CONSULTING AND SERVICE RATES ONSITE OR REMOTE

Consulting Type		Rate
General Consulting & Support		$185.00 per hour**
Desktop Consulting and Support		$165.00 Per Hour**
Advanced Consulting	Security, IAM, Architecture, etc	$225.00+ per hour depending on project Scope.**

Current consulting rates are based on client maintaining a managed service contract and are based on Standard Eos Systems Business Hours. **Eos Systems Business hours standard business hours are from 8:30am to 5:30PM Monday thru Friday. Consulting that falls outside of Eos Systems Business hours are invoiced at Time and a Half.

APPENDIX B – ESCALATION PROCEDURE

Service Request Escalation Procedure

1. Support Request is Received (By Phone, Service Portal or E-mail Request)
2. Trouble Ticket is Created
3. Issue is Identified and documented in Ticketing System
4. Issue is qualified to determine if it can be resolved through Help Desk Support

If issue can be resolved through Help Desk Support:

5. Help Desk – issue is worked to successful resolution
6. Help Desk – Quality Control, issue is verified to be resolved
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed

If issue cannot be resolved through Help Desk Support:

8. Tier 1 – issue is worked to successful resolution
9. Tier 1 – Quality Control, issue is verified to be resolved.
10. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed

If issue cannot be resolved through Tier 1 Support:

11. Issue is escalated to Tier 2 Support
12. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

13. Tier 2 Resolution - issue is worked to successful resolution
14. Quality Control –Issue is verified to be resolved
15. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed

If issue cannot be resolved through Tier 2 Support:

16. Issue is escalated to Tier 3 Support
17. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

18. Tier 3 Resolution - issue is worked to successful resolution
19. Quality Control –Issue is verified to be resolved
20. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed

If issue cannot be resolved through Tier 3 Support:

21. Issue is escalated to Onsite Support
22. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

23. Onsite Resolution - issue is worked to successful resolution
24. Quality Control –Issue is verified to be resolved
25. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed

If issue cannot be resolved through Onsite Support:

26. Issue is escalated to In-Shop Support
27. Issue is qualified to determine if it can be resolved through In-Shop Support.

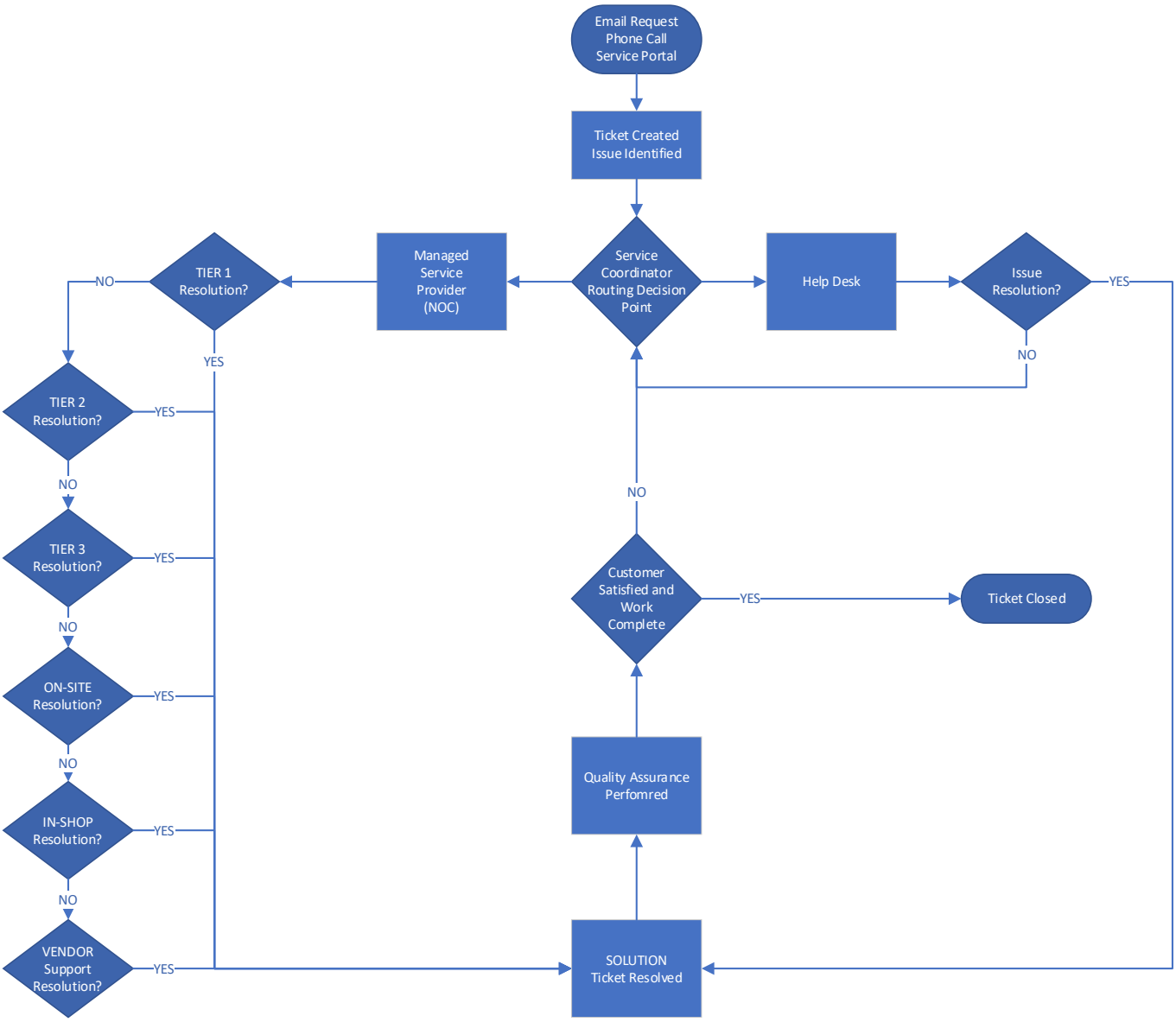
If issue can be resolved through In-Shop Support:

28. In-Shop Resolution – issue is worked to successful resolution.
29. Quality Control – Issue is verified to be resolved.
30. Trouble ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed

If issue cannot be resolved through In-Shop Support:

31. Issue is escalated to Vendor Support, in deciding the best course of action for the service issue at hand. Issue is given the final course of action, in choosing the best option for resolution.

ESCALATION PROCEDURE FLOW CHART



APPENDIX C – RMM NOC SERVICES AND HELP DESK SERVICES

NOC SERVICES:

The NOC Services, if applicable to Client, has been entered into pursuant to the Schedule of Software and Services ("Schedule") between your organization (“You,” “Your” “MSP” or “Client”) and ConnectWise and the terms of the then current Master Agreement and the applicable Addendum(s) located at https://www.connectwise.com/legal (collectively the "Agreement"). Such terms are incorporated by reference within this MSA as if fully set forth herein.

The scope of the NOC Services can be found at:

https://docs.connectwise.com/ConnectWise_RMM/Expert_Services/ConnectWise_Network_Operations_Center_-_NOC/NOC_Service_Statement_of_Work

The NOC Services may change, and we may update this document from time to time. It is your responsibility to check periodically for changes. Specific Service Options vary and are dependent on what has been contracted

HELP DESK SERVICES:

The HELP DESK Services, if applicable to Client, has been entered into pursuant to the Schedule of Software and Services ("Schedule") between your organization (“You,” “Your” “MSP” or “Client”) and ConnectWise and the terms of the then current Master Agreement and the applicable Addendum(s) located at https://www.connectwise.com/legal (collectively the "Agreement"). Such terms are incorporated by reference within this MSA as if fully set forth herein.

The scope of the HELP DESK Services can be found at:

https://docs.connectwise.com/ConnectWise_RMM/Expert_Services/Help_Desk/030

The HELP DESK Services may change, and we may update this document from time to time. It is your responsibility to check periodically for changes. Specific Service Options vary and are dependent on what has been contracted

APPENDIX D – ACH AND CREDIT CARD PAYMENT

In addition to standard Invoicing and payment, Company may also require and/or provide ACH and Credit Card Payment Terms.

Authorized Payment Methods: The Company may require payments to be made via Automated Clearing House (ACH) transfers or credit card transactions.

Client Obligations: In the event payment via ACH or credit card is required, the Client agrees to provide the Company with all necessary authorization and payment information, including:

- Bank account details for ACH transactions
- Credit card number, expiration date, and CVV code for credit card transactions

Authorization: The Client hereby authorizes the Company to initiate ACH debits or process credit card transactions for amounts due under this agreement.

Confidentiality: The Company agrees to maintain the confidentiality of the Client's payment information and use it solely for processing payments as outlined herein.

Compliance: Both parties shall comply with applicable laws and regulations related to ACH transfers and credit card transactions.