

**EXHIBIT B-2**  
**Consumer Sales & Revenue Data**

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 1/20

RUN DATE 02/01/20 12:01 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17388        | 18627337 | 1,750,359.16 |
| 4006         | 13579456 | 1,386,662.81 |
| 11           | 3872670  | 353,858.75   |
| 213          | 403387   | 68,106.63    |
| 21618        | 36482850 | 3,558,987.35 |

From M.F. records by Tully's printer

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 2/20

RUN DATE 03/01/20 12:00 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17355        | 18951640 | 1,805,105.34 |
| 3998         | 14385139 | 1,471,262.02 |
| 11           | 3968070  | 366,368.44   |
| 210          | 402080   | 68,551.30    |
| 21574        | 37706929 | 3,711,287.10 |

TOTAL

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17428        | 17367763 | 1,619,487.41 |
| 4009         | 13873407 | 1,385,693.17 |
| 11           | 3722770  | 335,807.11   |
| 210          | 402659   | 67,488.06    |
| 21658        | 35366599 | 3,408,475.75 |

TOTAL

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 4/20

RUN DATE 05/01/20 12:01 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| KWH SOLD | REVENUE      |
|----------|--------------|
| 18631676 | 1,714,483.24 |
| 13811878 | 1,374,053.52 |
| 4281470  | 374,720.05   |
| 402659   | 67,294.79    |
| 37127683 | 3,530,551.60 |

| NO. OF BILLS |
|--------------|
| 17370        |
| 3957         |
| 11           |
| 210          |
| 21548        |

TOTAL

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17537        | 19836746 | 1,840,700.82 |
| 3982         | 13830923 | 1,393,046.09 |
| 11           | 4184620  | 374,310.62   |
| 210          | 402525   | 67,789.71    |
| 21740        | 38254814 | 3,675,847.24 |

TOTAL

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17533        | 25539097 | 2,285,823.98 |
| 3969         | 16840745 | 1,630,407.91 |
| 11           | 4586570  | 399,048.00   |
| 215          | 402440   | 67,821.60    |
| 21728        | 47368852 | 4,383,101.49 |

TOTAL

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 7/20

RUN DATE 08/01/20 12:01 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| KWH SOLD | REVENUE      |
|----------|--------------|
| 28430297 | 2,551,319.50 |
| 17669483 | 1,724,397.45 |
| 4675920  | 407,089.15   |
| 397637   | 68,028.56    |
| 51173337 | 4,750,834.66 |

| NO. OF BILLS |
|--------------|
| 17595        |
| 3983         |
| 11           |
| 216          |
| 21805        |

TOTAL



CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17653        | 30395848 | 2,607,980.54 |
| 3984         | 18398094 | 1,710,761.60 |
| 11           | 4482120  | 376,398.66   |
| 217          | 393241   | 66,458.81    |
| 21865        | 53669303 | 4,761,599.61 |

TOTAL

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 9/20

RUN DATE 10/01/20 12:01 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| KWH SOLD | REVENUE      |
|----------|--------------|
| 29976687 | 2,708,106.79 |
| 17754155 | 1,735,625.66 |
| 4963620  | 431,653.45   |
| 391372   | 68,223.06    |
| 53085834 | 4,943,608.96 |

| NO. OF BILLS |
|--------------|
| 17667        |
| 3981         |
| 11           |
| 218          |
| 21877        |

TOTAL

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 10/20

RUN DATE 11/01/20 12:01 AM  
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CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17590        | 23536822 | 2,092,070.57 |
| 3974         | 15740005 | 1,515,970.53 |
| 11           | 3966520  | 348,479.83   |
| 218          | 390151   | 66,964.99    |
| 21793        | 43633498 | 4,023,485.92 |

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 11/20

RUN DATE 12/01/20 12:01 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17540        | 19068034 | 1,713,253.61 |
| 3989         | 14163908 | 1,368,953.50 |
| 11           | 4028070  | 352,795.44   |
| 218          | 389360   | 66,696.36    |
| 21758        | 37649372 | 3,501,698.91 |

TOTAL

PRG. CLASSREG  
S LA ELECTRIC

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 12/20

NO. OF BILLS

17553  
3986  
11  
218

KWH SOLD

17612262  
13157518  
4543970  
388646

REVENUE

1,697,062.15  
1,355,761.98  
415,351.98  
68,893.88

3,537,069.99

CLASSIFICATION

|  |       |          |              |
|--|-------|----------|--------------|
| 0 No Classification Assigned             |       |          |              |
| 1 Residential Sales (excluding seasonal) |       |          |              |
| 4 Comm. and Ind. 1000 KVA or less        | 17592 | 21674787 | 1,961,135.92 |
| 5 Comm. and Ind. Over 1000 KVA           | 4000  | 12912567 | 1,287,856.06 |
| 6 Public Street & Highway Lighting       | 11    | 4017920  | 351,233.94   |
|  | 218   | 388248   | 67,262.01    |
| TOTAL                                    | 21821 | 38993522 | 3,667,487.93 |

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 2/21

RUN DATE 03/01/21 12:01 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| KWH SOLD | REVENUE      |
|----------|--------------|
| 22416000 | 2,021,540.94 |
| 14526205 | 1,420,709.52 |
| 3920570  | 347,632.63   |
| 385854   | 67,024.61    |
| 41248629 | 3,856,907.70 |

21763

TOTAL

PRG- CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 3/21

RUN DATE 04/01/21 12:01 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

|  | NO. OF BILLS | KWH SOLD | REVENUE      |
|--|--------------|----------|--------------|
| 1 Residential Sales (excluding seasonal) | 17580        | 23283775 | 2,152,290.99 |
| 4 Comm. and Ind. 1000 KVA or less        | 4010         | 14669264 | 1,472,902.09 |
| 5 Comm. and Ind. Over 1000 KVA           | 11           | 3945670  | 358,354.58   |
| 6 Public Street & Highway Lighting       | 218          | 380409   | 67,791.59    |
| TOTAL                                    | 21819        | 42279118 | 4,051,339.25 |



CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17591        | 16874518 | 1,595,460.53 |
| 3992         | 13780722 | 1,382,352.44 |
| 11           | 3792570  | 344,716.10   |
| 219          | 375018   | 66,940.31    |
| 21813        | 34822828 | 3,389,469.38 |

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 5/21

RUN DATE 06/01/21 12:01 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17592        | 18027722 | 1,724,669.88 |
| 3978         | 14490817 | 1,471,301.31 |
| 12           | 3806950  | 352,450.90   |
| 219          | 368532   | 67,285.43    |
| 21801        | 36694021 | 3,615,707.52 |

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 6/21

RUN DATE 07/01/21 12:01 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17637        | 23801758 | 2,178,674.81 |
| 4009         | 16899741 | 1,650,965.12 |
| 11           | 4370450  | 386,486.09   |
| 219          | 360869   | 66,241.45    |
| 21876        | 45432818 | 4,282,367.47 |

TOTAL

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

| KWH SOLD | REVENUE      |
|----------|--------------|
| 25713517 | 2,276,216.36 |
| 16770156 | 1,600,161.10 |
| 3986050  | 341,578.76   |
| 355888   | 65,088.71    |
| 46825611 | 4,283,044.93 |

| NO. OF BILLS |
|--------------|
| 17675        |
| 4003         |
| 11           |
| 220          |
| 21909        |

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17644        | 28176802 | 2,525,462.98 |
| 4019         | 17262289 | 1,670,282.91 |
| 11           | 3903200  | 349,116.87   |
| 220          | 352544   | 65,507.24    |
| 21894        | 49694835 | 4,610,370.00 |

TOTAL

PRG. CLASSREG  
S LA ELECTRIC

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 9/21

RUN DATE 10/01/21 12:00 AM  
PAGE 12

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 11698        | 17731995 | 1,643,718.35 |
| 3175         | 12100568 | 1,220,462.61 |
| 3            | 622990   | 59,141.76    |
| 166          | 265167   | 49,103.99    |
| 15042        | 30720720 | 2,972,426.71 |

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 17403        | 26029674 | 2,456,963.16 |
| 4020         | 15050255 | 1,548,639.76 |
| 11           | 4814670  | 431,204.18   |
| 222          | 349730   | 67,044.05    |
| 21656        | 46244329 | 4,503,851.15 |

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S LA ELECTRIC

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and ind. 1000 KVA or less
- 5 Comm. and ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

CONSUMER SALES & REVENUE DATA  
BILLING MOYR 11/21

NO. OF BILLS  
17082  
4058  
11  
224  
21375

KWH SOLD

17097526  
13275761  
3542010  
350041  
34265338

REVENUE

1,682,481.62  
1,395,610.18  
338,591.74  
67,547.02  
3,484,230.56

RUN DATE 12/01/21 12:01 AM  
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CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

TOTAL

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 16989        | 14602553 | 1,492,437.29 |
| 4039         | 11617532 | 1,266,210.97 |
| 11           | 3390980  | 339,881.57   |
| 223          | 347149   | 67,688.77    |
| 21262        | 29958214 | 3,166,218.60 |

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| NO. OF BILLS | KWH SOLD | REVENUE      |
|--------------|----------|--------------|
| 16975        | 17872121 | 1,822,108.81 |
| 4025         | 12881536 | 1,412,592.78 |
| 11           | 3856670  | 379,669.88   |
| 221          | 345523   | 68,335.19    |
| 21232        | 34955850 | 3,682,706.66 |

TOTAL

CLASSIFICATION

- 0 No Classification Assigned
- 1 Residential Sales (excluding seasonal)
- 4 Comm. and Ind. 1000 KVA or less
- 5 Comm. and Ind. Over 1000 KVA
- 6 Public Street & Highway Lighting

| KWH SOLD | REVENUE      |
|----------|--------------|
| 24012257 | 2,449,645.55 |
| 12974611 | 1,452,262.44 |
| 3855430  | 396,662.06   |
| 343339   | 69,250.43    |
| 41185637 | 4,367,820.48 |

TOTAL

**EXHIBIT B-3**

**Certificate of Resolutions and Incumbancy**

## **CERTIFICATE OF RESOLUTIONS AND INCUMBENCY**

I, Brian Rivet, do hereby certify that (i) I am the Secretary of South Louisiana Electric Cooperative Association (hereinafter called the "Cooperative"); (ii) the following are true and correct copies of resolutions duly adopted by the board of directors of the Cooperative at a meeting held on February 7<sup>th</sup>, 2022; (iii) the meeting was duly and regularly called and held in accordance with the articles and bylaws of the Cooperative; (iv) the Cooperative is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and there is no pending or contemplated proceeding for the merger, consolidation, sale of assets or business or dissolution of the Cooperative; (v) forms of the loan documents were submitted to the meeting and were authorized by the board of directors to be executed; (vi) none of the following resolutions has been rescinded or modified as of this date; and (vii) the persons authorized below have been duly elected or appointed to their respective positions and occupied such positions on the date of actual execution of the loan documents:

"WHEREAS, the Cooperative has previously established an emergency revolving line of credit and authorized borrowing from the National Rural Utilities Cooperative Finance Corporation ("CFC") in the aggregate amount of Eighty-Five Million and 00/100 Dollars (\$85,000,000.00) (the "Line of Credit"); and

WHEREAS, the Cooperative wishes to increase the amount of the Line of Credit to One Hundred Twenty Five Million and 00/100 Dollars (\$125,000,000.00).

NOW THEREFORE BE IT RESOLVED, that the Cooperative execute an amendment to the Line of Credit to increase the amount thereof to an amount which shall not at any one time exceed \$125,000,000.00 (the "Line of Credit Amount"), subject to the provisions of the Amendment substantially in the form submitted to this meeting (the "Amendment");

RESOLVED, that except as otherwise amended therein, all other terms, conditions and provisions of the previously executed line of credit agreement shall remain in full force and effect, and the same are hereby ratified and confirmed as valid and binding agreements between CFC and the Cooperative, enforceable in accordance with their terms; and

RESOLVED, that each of the following individuals is hereby authorized in the name and on behalf of the Cooperative to execute and to deliver all such other documents and instruments as may be necessary or appropriate, to execute any future amendments to said Line of Credit Agreement, as such individual may deem appropriate within the Line of Credit Amount so authorized and to do all such other acts as in the opinion of such authorized individual acting may be necessary or appropriate in order to carry out the purposes and intent of the foregoing resolutions:

Office or Title

Name (typed or printed)

General Manager

Joseph A. Ticheli

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Cooperative as of the date shown below.

  
Secretary

Date: February 7<sup>th</sup>, 2022

**EXHIBIT B-4**  
**Proposed IT Services Agreement**

# **MASTER SERVICE AGREEMENT**

between

**Vital Integrators, LLC**

and

South Louisiana Electric Cooperative  
Association (SLECA)

This Master Service Agreement (hereinafter referred to as "MSA" or "Agreement") is entered into and is made effective as of 02 / 04 / 2022 ("Effective Date"), by and between Vital Integrators, LLC ("Consultant"), a Louisiana limited liability company with a principal address of 325 Kaliste Saloom Road, Ste 101, Lafayette LA 70508 and

South Louisiana Electric Cooperative Association ("Company"), of

2028 Coteau Road Houma, La 70364

(collectively referred to as the "Parties," "Both Parties," or "Each Party").

## **RECITALS**

**WHEREAS**, Consultant is in the business of providing managed services for IT, audio and video, including but not limited to IT help desk tasks; hosted solutions; on-site and remote support and advisory services; and cyber security;

**WHEREAS**, Company desires to have Consultant provide, and Consultant is willing and qualified to provide, IT services on either an hourly, per project, or on a monthly recurring basis, as specified in any Service Schedule or Service Order(s) approved by both Parties ("Services");

**WHEREAS**, Company shall be provided the Services in exchange for the Compensation specified in this Agreement or any applicable Service Schedule, Service Order or Invoice prepared by Consultant;

**NOW, THEREFORE**, the Parties hereby agree as follows:

## **AGREEMENT**

### **ARTICLE 1 - GENERAL**

**Term and Termination.** This Agreement shall commence on the Effective Date set forth above and shall remain in effect for

36 Months (3 Years) and shall automatically renew for subsequent one (1) year periods ("Commitment Term"), unless and until it is terminated by either Party in accordance with this Article.

**Termination by Company.** This Agreement may be terminated by Company upon ninety (90) days' written notice ("Termination Notice Period") if:



- Consultant fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice;
- Consultant breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice from Company;
- Consultant terminates or suspends its business operations, unless succeeded by a permitted assignee under this Agreement;
- Company is not on a Managed Service Plan; or
- If Company is on a Managed Service Plan, Company remits payment to Consultant in the full amount of any Termination Payment due, no later than the Termination Payment Due Date, as those terms are defined in the paragraph below.

Company understands that the pricing for Consultant's Managed Service Plans is a discounted fixed monthly rate based on the promise of a minimum commitment to pay all Monthly Managed Service Fees for the entire duration of the applicable Commitment Term. Managed Service Plans are NOT month-to-month subscriptions and are NOT subject to termination at Company's convenience without remitting payment for the entire Commitment Term. Accordingly, if the Services rendered by Consultant to Company include any of the monthly managed services listed in Appendix I under the "Managed Service Plan" heading, Company acknowledges and agrees that, if it terminates this Agreement before the end of the Commitment Term for any reason other than Consultant's breach or default, Company is legally obligated to pay the Monthly Managed Service Fee stated in Appendix II multiplied by the number of months left in the Commitment Term as of the date that notice of termination is given ("Termination Payment"), within seven (7) calendar days of providing Consultant with notice of termination ("Termination Payment Due Date").

In no event will termination of this Agreement relieve Company of its obligation to pay all charges incurred under this Agreement or any Service Order prior to such termination.

All Termination requests must be made in writing to: [contracts@vitalintegrators.com](mailto:contracts@vitalintegrators.com)

Termination by Consultant. This Agreement may be terminated by Consultant upon thirty (30) days' written notice to Company ("Termination Notice Period").

Independent Contractor Status. Notwithstanding any provision hereof, it is understood by both Parties that in providing the Services, Consultant is serving as an independent contractor, and is neither an employee nor a partner, joint venturer or agent of the Company. With the exception of any licenses obtained by Consultant on Company's behalf pursuant to this Agreement, neither Party shall bind or attempt to bind the other to any contract, and any such contracts entered into in violation of this provision shall be void and unenforceable. Company will not provide fringe benefits of any kind to Consultant or its members, employees, agents and other affiliates, including health insurance, retirement, paid vacation, or any other employee benefits. As an independent contractor, Consultant is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any kind, including but not limited to workers' compensation insurance. As an Independent Contractor, unless this Agreement or an applicable Service Schedule or Service Order specifically states otherwise, the manner in which the Services are to be performed, including but not limited to the scheduling of individual tasks and the specific hours to be worked by Consultant or its employees, contractors and affiliates, shall be determined by Consultant. It is further understood that as an independent contractor, Consultant may have other clients and may provide any services to any third party during the term of this Agreement.

Software Licensing. Consultant will not install unlicensed software. Each software that is purchased and/or installed shall be accompanied by a valid license agreement. Company is solely responsible for adherence to the licensing rules and the retention of the license documentation.

If Company requests Consultant to procure software licenses on Company's behalf, Company agrees and irrevocably appoints Consultant as Power of Attorney to accept terms and conditions or end user license agreement (EULA) for any and all Software requested to be installed by Company. This enables the Consultant to ensure the proper acquisition, installation, and usage of all requested and/or recommended Software for the Company's specific purpose and IT set up.

Company will indemnify and hold Consultant harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from a) any unauthorized Software use by Company, b) any breach of any Software license in respect of Software provided to Consultant by Company to be installed on one or more of Company's computers or equipment, c) any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.

## ARTICLE 2 – SERVICES AND SERVICE ORDERS

Scope of Services. Beginning on 03/01/2022, Consultant agrees to undertake and provide the Services described in the Service Schedule attached to this Agreement as **Appendix I**, and as specified in any Service Orders or Service Requests issued by Company and approved by Consultant (collectively, the “Services”), at the fees and rates set forth in **Appendix II**.

Requesting Services. Service requests may be initiated by sending an email to [help@vitalintegrators.com](mailto:help@vitalintegrators.com) or through our web based Client Portal at [vital.myportallogin.com](http://vital.myportallogin.com). When requesting a service, Company must provide a detailed description of the issue and the specific services requested, so that Consultant can review the request and either approve the ticket and commence the work, or provide Company with a Quote if the scope of work is extensive or falls outside of the scope of Company's Managed Service Plan. In some cases, Consultant may contact Company for additional information in order to determine the scope of the required service before providing a Quote or beginning the work.

When requesting a service, Company acknowledges that it is solely responsible for the completeness and accuracy of all information provided to Consultant. Each Ticket, Quote, Service Request and Service Order is subject to and incorporates the provisions of this Agreement.

Approval of Quotes and Service Orders. All Quotes and Service Orders are subject to Consultant's availability and acceptance. Service Orders will be deemed accepted by Consultant once Consultant either performs the work (such as where the task is included within the scope of a Managed Service Plan) or when Consultant provides Company with a confirmation stating a) the term or estimated duration of the Service; b) the pricing, including any monthly recurring charges as well as any non-recurring charges such as software, equipment and other costs or expenses payable in addition to Our regular rates; and c) any additional specific terms applicable to the performance of the Services listed in the Service Order. The Service Order will be deemed accepted by Company when a) if the Service is included in a Managed Service Plan or if the reasonable estimated duration of the Service is less than ten (10) hours, when the request for the Service is placed; or b) if the Service is not included within the scope of a Managed Service Plan or the Service is expected to exceed ten (10) hours in duration, once Company's duly appointed representative indicates their approval and consent to the Service and the estimated pricing provided by Consultant.

Reliance on Appearance of Validity. Absent actual knowledge to the contrary, Consultant may rely upon the apparent validity of a Service Order or Quote approval. If any Service Order or Quote approval is signed or sent from an email address associated with Company or Company's business and/or approved through Company's account via Consultant's web-based ordering system, Company hereby acknowledges that such Order shall be deemed to be signed and duly authorized by Company.

Service Order Term. The term of any Service Order will commence on the date specified by Consultant when accepting the Service Order or on the date that Consultant begins work on the Service, and shall continue for the period of time specified in that Service Order or until a) the work under the Service Order has been completed or b) the Service Order has been renewed or terminated. Consultant reserves the right to increase rates for any Services provided upon at least fourteen (14) days' written notice.

Service Order Termination. If Company terminates or cancels a Service Order prior to its completion, Company will be responsible for all costs and expenses incurred by Consultant pursuant to the Service Order, including any and all software, equipment, subscription, installation and special construction costs, and any and all other costs and other fees incurred by Consultant as a result of the Service, along with a cancellation fee equal to thirty (30)% of the total fees or estimated project fees stated in the Service Order.

Exclusions. While Consultant will always make reasonable efforts to provide support and troubleshoot issues as requested, its obligations, response times and resolution time frames, if any, apply only to the systems, equipment, hardware, software, network, infrastructure, security measures, processes, configurations and Services listed in **Appendix I**.

By signing this Agreement, Company acknowledges and agrees that the Services provided by Consultant do not cover, and Consultant has no liability or obligation with respect to: a) any issues caused by using equipment, software or service(s) in a way that is not recommended; b) issues resulting from unauthorized changes made by Company to the configuration or setup of any hardware, software, equipment, accounts, network, IT system, configuration and infrastructure and any products, services, properties and assets provided to Company by Consultant (“IT Network”); c) issues caused by Company's actions that have prevented or hindered Consultant in performing required and recommended maintenance upgrades; d) issues resulting from work performed by Company or any of Company's contractors other than Consultant on the IT Network (“Excluded Services”). Under no event will Consultant be liable for any claims, losses or expenses relating to such Excluded Services; and any tasks to be performed by Consultant which relate to such Excluded Services must be requested and paid pursuant to a properly executed Service Order regarding same.

Assignment and Outside Contractors. Consultant may, with the prior consent of the Company, engage such persons, corporations or other entities as it reasonably deems necessary for the purpose of performing Services under this Agreement; provided, however, that Consultant shall remain responsible for the performance of all such Services and shall be considered to engage with any third party persons, corporations or other entities on its own behalf.

## ARTICLE 3 – EQUIPMENT SUPPLIED BY CONSULTANT

**Ownership of Equipment.** Company agrees that all equipment listed in **Appendix I**, and all other equipment, hardware and tools provided by Consultant to Client at any time ("Consultant's Equipment") is the sole property of Consultant unless it was purchased by Company. If Company is on a Managed Service Plan, ownership of Consultant's Equipment shall transfer to Company upon a) the expiration of the Commitment Term during which it was purchased, but only if Company has paid all Monthly Managed Service Fees and other accrued charges for that entire Commitment Term; or b) Company pays the full purchase price of Consultant's Equipment.

**Servicing of Equipment.** Company agrees and understands that during the Commitment Term, all of Consultant's Equipment is to be serviced and maintained solely by Consultant. Company will not attempt to sell, re-sell, loan, rent out, tamper, troubleshoot, repair, move, alter, modify, add to, or perform any other action to any of Consultant's Equipment, or permit any third party to do so, without written permission of Consultant ("Prohibited Actions"). Any Prohibited Actions shall constitute a material breach of this Agreement and shall render same subject to immediate termination by Consultant without any refund to Company. Any issues arising out of or relating to any Prohibited Actions are specifically excluded from all Managed Service Plans and shall be handled at Consultant's Regular Hourly and Overtime Rates.

**Return or Purchase of Equipment.** If this Agreement is terminated prior to the expiration of the Commitment Term during which Consultant's Equipment was purchased, and Company does not remit any Termination Payment due by the Termination Payment Due Date, Company agrees to return all of Consultant's Equipment to Consultant within 10 days following the date of termination ("Equipment Return Period"), or pay the fair market value of same no later than fourteen (14) calendar days following the Equipment Return Period.

If payment in the amount of the fair market value of any of Consultant's Equipment is not received within fourteen (14) calendar days following the Equipment Return Period and Company has not returned some or all of Consultant's Equipment within that timeframe, Consultant may enter Client's premises at any time, with or without permission, and take possession of all of Consultant's Equipment still in the possession of Company. All such efforts to recover Consultant's Equipment will be deemed consensual and not a trespass. Company agrees to fully cooperate with the removal of all of Consultant's Equipment, and will not interfere in any way, including but not limited to involving law enforcement. Company agrees to compensate Consultant for any expenses accrued as a result of having to recover Consultant's Equipment, in addition to any amounts owed by Company under the Master Service Agreement or any applicable Statement of Work, Service Order or other agreement between the Parties.

Company further acknowledges that if Consultant's Equipment is purchased by or transferred to Company rather than returned to Consultant, then management of said equipment, as well as renewing and maintaining any associated licenses following the expiration of the current license on same, will be Company's responsibility.

**Protection of Equipment.** Company agrees to make all logical and earnest attempts to keep all Rented Equipment safe, secure and protected while in Company's possession. Company agrees to keep current insurance on all of Consultant's Equipment while same is in Company's possession and to list Consultant as an additional loss payee on any policy covering Consultant's Equipment. Company will provide proof of insurance and additional loss payee status to Consultant in the form of a current copy of its insurance declaration sheet showing Consultant as a loss payee for all relevant coverages, including mobile equipment coverage.

Company further agrees to be responsible for any and all costs for the repair or replacement of Consultant's Equipment while in Company's possession should it be damaged, altered, repaired or tampered with by an unauthorized party and/or in an unauthorized manner.

## ARTICLE 4 – COMPANY RESPONSIBILITIES

**Using Products and Services Only as Intended.** In order for Consultant to be able to provide the Services in a timely and effective manner, Company agrees to use all hardware, software, equipment, accounts, network, IT system, configuration and infrastructure and any products, services, properties and assets provided to Company by Consultant ("IT Network") only as intended and advised by Consultant.

**Updates, Communication and Timely Notification of Issues.** Company agrees to notify Consultant of any issues or problems with Your IT Network or any component thereof in a timely manner, so we can maximize our chances to address problems and issues before they escalate and get out of hand; You further agree to keep Consultant informed about potential changes to your IT system and maintain good communication with Consultant at all times.

**Lodging of Service Requests.** In order for Consultant to provide Company with the agreed Service, Company agrees to follow Consultant's process for lodging of Service Requests as outlined in this Agreement, or any Client Handbook, Client Manual or other policy document which Consultant may issue from time to time regarding its policies, procedures and processes.

Access to Systems, Sites and People. In order to provide You with the agreed Service, You agree to give Consultant access to Your IT Network, as well as Your personnel, sites, and other items as and when requested by Consultant for the purposes of maintenance, updates and fault prevention.

Company agrees to allow Consultant to install software on Company's Equipment that allows Consultant's technicians to access, monitor and/or make changes to Company's systems at any time. Among other things, this software allows Consultant to view system statuses, send and receive monitoring information, see users' desktops and control Company's PCs. If the performance of Consultant's work requires that Company leave devices powered on overnight or weekends, Company agrees to do so upon Consultant's written request.

Third Party Authorizations. At times Consultant may need to contact Company's third party providers on Company's behalf, such as Company's internet provider. Some of these providers may require Company's authorization for Consultant to deal on Company's behalf. It is Company's responsibility to ensure that Consultant is able to deal freely with these providers. A sample letter to providers is attached to this Agreement in order to assist with the timely obtaining of all required authorizations.

Limitation of Liability. By signing this Agreement, Company acknowledges and agrees that Consultant shall not be liable for any loss, damage, injury, claim, expense or liability resulting from Company's failure to follow the above requirements.

## **ARTICLE 5 – BILLING AND PAYMENTS**

Charges and Billing. Company shall pay all Charges for the Services as specified in **Appendix II**. Monthly recurring charges, including but not limited to Monthly Managed Service Fees and any additional recurring subscriptions or license fees ("MRC") are payable in advance; all other Charges are payable monthly in arrears. All charges shall be payable in U.S. Dollars. Invoices are payable no later than thirty (30) days from the invoice date ("Due Date") and shall be exclusive of any applicable taxes.

"Charges" means the fees, rates, costs, expenses and charges for the goods and Services provided by Consultant, as specified in **Appendix I** and/or the applicable Service Order. Unless otherwise agreed to by the Parties in writing, Charges for each Service Order shall begin to accrue on the date that work on the Service is commenced by Consultant. Charges for the Services are subject to change at any time if third party charges in connection with a Service are increased or newly charged to Consultant.

Late Payments. If Company is late in making payment, it shall pay a late fee on any late payments at the higher rate between either one and a half percent (1.5%) per month or the maximum rate allowed by applicable law. If Consultant uses a collection agency or attorney to collect a late payment or returned payment, Company agrees to pay all reasonable costs of collection or other action. These remedies are in addition to and not in limitation of any other rights and remedies available to Consultant under the Agreement, at law or in equity.

Taxes and Other Fees. All Charges for the Services are exclusive of any taxes and other fees and surcharges. Company shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes").

Invoice Disputes. To the extent that Company disputes any portion of an invoice in good faith, it shall notify Consultant in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Company's right to any billing adjustment shall be waived. In the event of a billing dispute, Company shall timely pay all undisputed amounts. If the dispute is resolved against Company, Company shall pay such amounts due plus interest from the original Due Date. Company may not offset disputed amounts from one invoice against payments due on the same or another account.

Changes and Fee Estimates. Fees shall be subject to change by Consultant at the expiration of any Commitment Term, by giving Company notice of same no less than 30 days prior to the upcoming renewal date. Company may elect not to renew this Agreement if it does not consent to a fee increase, provided that it provides Consultant with at least fourteen (14) days' notice of its intent not to renew. Any fee estimates provided by Consultant at Company's request are for informational purposes only, and may differ from the rate(s) ultimately payable by Company pursuant to a subsequent invoice, Service Order or Service Schedule.

Refunds and Cancellations. The fees charged under this Agreement are non-refundable. No refunds will be given after Consultant has commenced work pursuant to this Agreement or any Service Order or Service Schedule.

## ARTICLE 6 – LIMITED WARRANTY

Limited Warranty. Consultant warrants, for a period of thirty (30) days following delivery of any Services hereunder (the "Warranty Period") that all Services will be performed in a professional manner and in accordance with generally applicable industry standards. Consultant's sole liability (and Company's exclusive remedy) for any breach of this Warranty shall be for Consultant to re-perform any deficient Services, or, if Consultant is unable to remedy such deficiency within fifteen (15) days of being notified of the deficiency, to void the invoice for the deficient Services. Consultant shall have no obligation with respect to any Warranty claim if (1) Consultant is notified of such claim after the Warranty Period, or (2) the claim is the result of third-party hardware or software; the actions of Company, including its employees, agents, members, representatives, affiliates and contractors; the actions or omissions of any person or entity not under Consultant's direct supervision or control; or (3) the claim is otherwise caused by factors outside the reasonable control of Consultant.

THIS SECTION IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY CONSULTANT. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, WITH RESPECT TO ANY GOODS AND/OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY CONSULTANT. COMPANY MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

Upon Company's request, Consultant will pass along to the Company any third-party warranties relating to any goods purchased and/or installed by Consultant on Company's premises and/or equipment.

## ARTICLE 7 – LIMITATION OF LIABILITY

Aggregate Limit of Liability. Company understands and agrees that Consultant shall not be liable for any indirect, incidental, special or consequential damages (including without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use client or any third party incurs), whether in an action in contract, warranty, tort (including without limitation, negligence), or strict liability, even if Consultant has been advised of the possibility of such liabilities. Consultant shall not be responsible for any problems which may occur as a result of the use of any third-party software or hardware.

In no event shall the aggregate amount Company may recover from Consultant under this Agreement for any and all losses, damages, injuries, claims, or expenses (collectively, "Loss"), arising out of or in any way related to the services and/or this Agreement, from any cause or causes, including but not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, exceed the total payments made to Consultant by Company pursuant to this Agreement in the three (3) months immediately preceding the alleged Loss. The foregoing sum represents Consultant's total liability for all of Company's claims. The limitations set forth in this section shall not apply to personal injury or damage to tangible property caused by the willful misconduct or gross negligence of Consultant.

Cyber Security Testing. Company understands the serious implications to its business of malicious emails and/or websites designed to obtain sensitive data ("phishing"). As part of managing this risk, Company allows and authorizes the Company to create simulated phishing emails and/or webpages to be sent to Company's business environment, without advance notice to Company, in order to determine Company's security weaknesses. These simulated attacks help clients understand the different forms a phishing attack can take, identifying features, and to avoid clicking malicious links or leaking sensitive data in malicious forms, in addition to assisting Consultant in improving Company's cybersecurity.

Cybersecurity Breach Waiver of Liability. Company agrees that it will monitor and test its data safeguards from time to time, and further agrees to adjust its data safeguards from time to time in light of relevant circumstances, the results of any relevant testing or monitoring, or at the recommendation of Consultant. If Company suspects or becomes aware of any unauthorized access to any of Company's data by any unauthorized person or third party, or becomes aware of any other security breach relating to Company's data ("Data Breach"), Company shall immediately notify Consultant in writing and shall fully cooperate with Consultant at Company's expense to prevent or stop such Data Breach. In the event of a Data Breach, Company shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach. COMPANY HEREBY WAIVES AND RELEASES CONSULTANT FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, LIABILITY, LOSS, COSTS, EXPENSES AND DAMAGES, INCLUDING INDIRECT OR INCIDENTAL DAMAGES, AND INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATING TO ANY DATA BREACH, AND WILL DEFEND, INDEMNIFY AND HOLD COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, LIABILITY, LOSS, COSTS AND DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATING TO ANY THIRD PARTY CLAIM ARISING FROM ANY DATA BREACH.

E-Mail Backup, Storage and Data Retention. Unless Company is on Consultant's Cyber Security package outlined under the "Cyber Security Requirements: Minimum Recommendations" Section of the Managed Service Plan section of **Appendix 1**, Consultant's Email Services do not include any archive or backup services. If Cyber Security services are not included within the Services rendered to Company, then it is the sole and exclusive responsibility of Company to maintain independent backups of its email messages at all times. Company acknowledges and agrees that Consultant shall have no liability to Company or any third party for any loss, damage, or destruction of Company's email messages, contacts, distribution lists, or other data or content stored in connection with any email accounts or services. Upon request, Consultant can assist Company in setting up a backup service with a third party of Company's choice. Company understands that if it requests any email account to be deleted, that after 20 days, any data from that account will not be recoverable. It is Company's responsibility to request Consultant to backup any data before deleting the account. Standard rates will be charged for time spent setting up backup services and creating a copy of a mailbox. At any time, Company may request in writing for Consultant to provide a list of all email accounts charged to the Company for review.

CONSULTANT WILL NOT BE LIABLE FOR ANY (a) SUSPENSION OR LOSS OF THE EMAIL SERVICE, (b) USE OF THE EMAIL SERVICE, (c) INTERRUPTION OF THE EMAIL SERVICE OR INTERRUPTION OF COMPANY'S BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE EMAIL SERVICE; (e) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND CONSULTANT'S CONTROL (f) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (g) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF COMPANY'S ACCOUNT OR PASSWORD; OR (h) APPLICATION OF ANY DISPUTE POLICY. CONSULTANT SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ("EMAIL LOSSES"). IN NO EVENT SHALL CONSULTANT'S MAXIMUM AGGREGATE LIABILITY FOR ANY EMAIL LOSSES EXCEED THE TOTAL AMOUNT PAID BY YOU FOR EMAIL SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, CONSULTANT'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Declined Services. Consultant may, from time to time, recommend additional products, services and/or managed IT/security solutions designed to improve Customer's overall IT Network and security platform or address specific developments in the field of information technology or cybersecurity. Consultant may also recommend additional products and services in response to a change in Company's business, users or operations that in Consultant's opinion necessitates or is reasonably served by an upgrade or modification of the products and services being provided.

While Consultant strives to evolve its technology platform and services to accommodate new developments at minimal inconvenience to its clients, adding new products and services does entail additional charges and fees, including but not limited to setup fees, equipment charges, new/additional licensing and software subscription fees, ongoing management fees, and more.

All recommendations made by Consultant are made with Company's best interest in mind, in terms of network efficiency, integration, fast and effective troubleshooting, and reducing information technology / cybersecurity risks.

While Company is always free to elect not to follow Consultant's recommendations, if Company refuses a recommended product or service on account of cost or for any other reason, Company agrees that by doing so, it fully accepts all risks associated with not following Consultant's recommendation. Company further agrees to release, indemnify and hold Consultant harmless from and against any and all liabilities, claims, causes of action, lawsuits and/or demands of whatever kind or nature, either in law or equity, including all direct, indirect, incidental, special or consequential damages (including without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use client or any third party incurs), as well as any and all other claims, whether in an action in contract, warranty, tort (including without limitation, negligence), or strict liability, which arise out of or are in any way related, directly or indirectly, to Company's decision not to follow Consultant's recommendations with regard to improving its IT Network.

Further, if a cybersecurity, data breach, data loss or other damage occurs involving any hardware, software or equipment which Consultant has recommended to be upgraded or replaced, Company accepts full responsibility for remediating any such loss, breach or damage, and accepts that all labor to repair any damage or otherwise handle any issues associated with such loss, breach or damage is to be billed at Consultant's regular hourly and overtime rates applicable to Customer's services.

Company agrees to not hold Consultant responsible or legally liable for the Company's decision to not follow Consultant's recommendations and/or any future consequences relating to or arising out of that decision.

## **ARTICLE 8 – INSURANCE**

Insurance. Consultant will carry and shall cause its subcontractors to maintain, through a reputable carrier licensed to do business in the State of Louisiana, comprehensive liability insurance including general liability, errors and omissions, and workers compensation coverage, in commercially reasonable amounts, calculated to protect itself and Company to this Agreement from the consequences of a data security breach, and other claims for damage to property or personal injury, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by Consultant, its employees, agents, or anyone directly or indirectly engaged or employed by Consultant.

Consultant agrees to provide satisfactory proof of insurance upon execution of this Agreement, and to immediately notify Company in writing of any lapse, cancellation, or modification of the insurance coverage required herein.

**Cyber-Liability Insurance.** Consultant agrees to purchase and maintain throughout the term of this Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement, including the following:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service; and other coverages reasonably necessary in connection with the type of Services being provided hereunder.

## **ARTICLE 9 – INDEMNITY**

**Release and Indemnification.** Subject to the limitations set forth in this Agreement, including the Limited Warranty and Limitation of Liability articles above, each Party ("Indemnifying Party") agrees to release, indemnify, defend and hold harmless the other Party, its directors, officers, employees, and agents, successors and assigns ("Indemnified Party"), from and against all claims, losses, expenses, fees, damages and liabilities, including reasonable attorney fees and disbursements, costs, and judgments, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Consultant is not obligated to indemnify Company, and Company shall defend and indemnify Consultant hereunder, for any claims by any third party, including any clients and/or customers of Company, arising from services provided by Company that use, incorporate or otherwise involve any of the Services being provided by Consultant hereunder, including but not limited to (a) the violation of any applicable law by the Company or the Company's clients and/or customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of Company's clients and/or customers; (c) termination or suspension of Services of Company or Company's clients and/or customers due to a Company Default; or (d) claims by any third party, including without limitation Company's clients and/or customers, arising out of or related to the use or misuse of any Service. In all claims for Indemnity under this paragraph, the Indemnifying Party's obligation shall be calculated on a comparative basis of fault and responsibility. Neither party shall be obligated to indemnify the other in any manner whatsoever for claims, losses, expenses, or damages resulting from the other party's own negligence.

**Indemnification Procedures.** The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

## **ARTICLE 10 – CONFIDENTIALITY AND DATA PROTECTION**

**Confidentiality.** Each Party acknowledges that, in connection with this Agreement, it may be furnished with, or given access to, certain confidential and/or proprietary information of the other Party, and that, subject to the provisions of this section, such information shall not be disclosed by the Party receiving the information to any third party, and shall not be used by either Party for purposes other than those contemplated by this Agreement.

Information Subject to Confidentiality. Confidential Information may include, but is not limited to, the following:

- Any materials regardless of form furnished by either Party to the other for use;
- Any information furnished by any Party that is stamped "confidential," "proprietary," or with a similar legend, or any information that any Party makes similar reasonable efforts to maintain secret;
- Any business or marketing plans, strategies, customer lists, operating procedures, design formulas, know-how, processes, programs, software, inventories, discoveries, improvements of any kind, sales projections, strategies, pricing information; and other confidential trade secrets, data and knowledge of either Party;
- Any information belonging to employees, agents, members, shareholders, owners, customers, suppliers, vendors, contractors, business partners and affiliates of either Party;
- Any non-public inventions the rights to which have not been assigned to the Party receiving the information;
- Any non-public and proprietary technical information belonging to either Party, the rights to which have not been assigned to the party receiving the information;
- And other proprietary information owned by either Party, (collectively "Confidential Information"), which are valuable, special and/or unique assets of that Party.

Any templates, schematics, processes or technical documentation provided by Consultant shall be deemed Confidential Information and proprietary information of Consultant without any marking or further designation. Company may use such information solely for its own internal business purposes.

Consultant shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

Non-Disclosure. Neither Company nor Consultant will disclose or use, either during or after the term of this Agreement, in any manner, directly or indirectly, any such Confidential Information of the other Party, for their own benefit or the benefit of any third party. Neither Party will use, share, divulge, disclose or communicate in any manner whatsoever any Confidential Information to any third party without the prior written consent of the other Party, except to the extent specifically permitted under this Agreement.

Both Parties will protect all Confidential Information of the other, and will treat it as strictly confidential, unless and until: a) said information becomes known to third parties not under any obligation of confidentiality to the party whose confidential information is at issue ("Disclosing Party"), or becomes publicly known through no fault of the other party (the "Receiving Party"); or b) said information was already in the Receiving Party's possession prior to its disclosure, except in cases where the information has been covered by a preexisting Confidentiality Agreement; or c) said information is subsequently disclosed by a third party not under any obligation of confidentiality to the Disclosing Party; or d) said information is approved for disclosure by prior written consent of the Disclosing Party; or e) said information is required to be disclosed by court order or governmental law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure; or f) said information is proven independently developed by the Receiving Party without recourse or access to the information; or g) disclosure is required in order for a party to comply with its obligations under this Agreement, provided that prior to disclosure, the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.

A violation of this paragraph shall be a material violation of this Agreement.

Employees and Agents. The Parties further agree to disclose the Confidential Information to their officers, directors, employees, contractors and agents (collectively, the "Agents") solely on a need-to-know basis and represent that such Agents have signed appropriate non-disclosure agreements and/or that the Party receiving Confidential Information has taken appropriate measures imposing on such Agents a duty to (1) hold any Confidential Information received by such Agents in the strictest confidence, (2) not to disclose such Confidential Information to any third party, and (3) not to use such Confidential Information for the benefit of anyone other than the party to whom it belongs, without the prior express written authorization of the party disclosing same.



Unauthorized Disclosure of Confidential Information. If either party to this Agreement discloses or threatens to disclose the other party's Confidential Information to another party or to the Disclosing Party's detriment or damage, in violation of this Agreement, the party whose information is at issue will suffer irreparable damage and shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction to restrain the other party from such unauthorized use or disclosure, in whole or in part, of such Confidential Information, without the need to post a bond, and/or from providing services to any party to whom such information has been disclosed or may be disclosed.

The infringing party further agrees to reimburse the Disclosing Party for any loss or expense incurred as a result of the infringement, including but not limited to court costs and reasonable attorney fees incurred by the Disclosing Party in enforcing the provisions of this Agreement, in addition to any other damages which may be proven.

The parties shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

Data Protection. The Parties acknowledge that Consultant may have access to certain of Company's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Consultant, its employees, agents or contractors, pertaining to Company's business or financial affairs, or to Company's projects, transactions, clients, customers, partners, vendors or any other person or entity, Consultant will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement and any valid Service Schedule or Service Order.

Consultant will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Consultant receives or has access to under this Agreement or in connection with the performance of any Services for Company. Consultant will otherwise protect PII and will not use, disclose, or transfer such PII except as necessary to perform under this Agreement or as specifically authorized by the data subject or in accordance with applicable law. To the extent that Consultant receives PII related to the performance of this Agreement, Consultant will protect the privacy and legal rights of Company's personnel, clients, customers and contractors.

## **ARTICLE 11 – NON-SOLICITATION**

Non-Solicitation of Personnel. Company agrees that, for the duration of the Business Relationship and for twelve (12) months following termination of same, Company may not, directly or indirectly, individually or on behalf of any person or entity, solicit or contact any employee, contractor, vendor, supplier, affiliate or business partner of Consultant ("Business Personnel") with a view to inducing or encouraging such Business Personnel to discontinue, curtail or not engage in any business relationship with Consultant. Company further agrees that they will not request, advise, induce, aid, endeavor or influence any established Business Personnel of Consultant to withdraw, curtail or terminate its business with Consultant.

Exceptions; Permitted Hirings. Company may employ or accept the business of any Business Personnel who contact Company on their own initiative without any direct or indirect solicitation or encouragement by Company, or whose business relationship with Consultant has terminated without any inducement from or involvement of Company.

Injunctive Relief. Company hereby acknowledges that 1) if Company violates any of their duties under this Agreement, Consultant will suffer irreparable damage; and (2) that monetary damages will be inadequate to compensate Consultant for such damage resulting from the breach. Therefore, in the event of a breach, Consultant shall be entitled to injunctive relief and/or preliminary injunction against Company, without the need to post a bond, in addition to any other remedies at law or equity, to enforce such provisions.

## **ARTICLE 12 – DEFAULT**

Default by Company. Company is in default of this MSA if it (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Consultant; (b) fails to cure any non-monetary breach of any terms of the agreement within fifteen (15) days of receiving notice of the breach from Consultant; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "Company Default").

In the event of a Company Default, Consultant may suspend Services to Company until Company remedies the Company Default, or Consultant may terminate this Agreement and/or any or all of the Services being provided hereunder with immediate effect and without penalty or obligation to issue any refund. Consultant may at its sole option, but without any obligation, cure a non-monetary breach at Company's expense at any point and invoice Company for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to Consultant at law or in equity.

Default by Consultant. Consultant is in default of this MSA if it fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Company ("Consultant Default"); provided, however, that Company expressly acknowledges that malfunctioning of hardware, software and equipment, other service-related failure or degradation in performance, and issues caused by events and circumstances beyond Consultant's control are not subject to a claim of a Consultant Default. Company's sole and exclusive remedy for any failure of Service is limited to the remedies set forth in this Agreement. In the event of a Consultant Default, Company may terminate the Services and this Agreement upon written notice to Consultant. Any termination shall not relieve Company of its obligations to pay all charges incurred hereunder prior to such termination.

## ARTICLE 13 – OFFBOARDING

Offboarding Assistance. If either Party terminates this Agreement, Consultant will make itself available to provide Company with assistance in the orderly termination or transfer of the services to another designated provider ("Offboarding Assistance"). If Company is on a Managed Service Plan, Consultant will render up to ten (10) hours of Offboarding Assistance free of charge. If Company is not on a Managed Service Plan, Offboarding Assistance is available at Consultant's Regular Hourly and Overtime rates, as applicable, provided that all of the following requirements are met no less than fourteen (14) calendar days prior to the expiration of the applicable Termination Notice Period, or if this Agreement is being terminated with immediate effect, no later than seven (7) calendar days following the date of the notice of termination ("Cancellation Form Deadline"):

- a. Company completes and returns to Consultant the Request to Cancel Services Form attached as **Appendix VIII**, or any other similar form requested by Consultant that lists Company's duties, acknowledgements and releases, cutoff dates, and the specific services that are being terminated;
- b. If Company is not on a Managed Service Plan, Company submits payment in advance for the Offboarding Assistance, which will be calculated and invoiced by Consultant at its normal rates in effect at the time of the termination;
- c. if Company requests transfer of services to a new IT service provider, then the new provider is designated and their contact information is supplied to Consultant on the Request to Cancel Services Form;
- d. Company returns or pays for all of Consultant's Equipment and hardware being used on Company's premises, unless ownership of same has been transferred to Company pursuant to the terms of this Agreement;
- e. Company remits payment to Consultant for all other amounts due to Consultant, including any current invoices, past-due payments owed for Services rendered, and any Termination Payment required to be made under this Agreement.

Failure to comply with all of the foregoing requirements within the applicable time frame stated above may result in a) Offboarding Assistance being unavailable, and b) the final and permanent deletion, termination, and cancellation of any or all of Company's accounts and all data, content, credentials and other information associated with same within seven (7) days of the missed Cancellation Form Deadline.

**Service Cancellation Form.** By signing this Agreement, Company certifies that it has read, understood and accepts the terms, deadlines, and responsibilities outlined in the Service Cancellation Form attached as **Appendix VIII**. In order to take advantage of Consultant's Offboarding Assistance service, and to ensure that important licenses, accounts and information are not irrevocably lost before Consultant terminates any Service, Company must complete and return to Consultant the Service Cancellation Form attached as **Appendix VIII**, or any other similar form requested by Consultant that lists Company's duties, acknowledgements and releases, cutoff dates, and the specific services that are being terminated, via e-mail to [contracts@vitalintegrators.com](mailto:contracts@vitalintegrators.com) by the Cancellation Form Deadline.

**Offboarding Timeframe.** Offboarding assistance will only be available until the end of the applicable Termination Notice Period; or, if this Agreement is being terminated with immediate effect, for fourteen (14) calendar days following the date of the notice of termination ("Offboarding Completion Deadline"). Company acknowledges and agrees that Consultant will not render offboarding assistance outside of these time frames, unless Consultant's invoice for any such assistance is paid for in advance of any such services being rendered.

**Cooperation and Designation of New Service Provider.** Due to the limited time available for offboarding, Company agrees to fully cooperate with Consultant in every step of downloading, backing up and/or transferring Company's accounts and data. This includes but is not limited to completing and returning to Consultant the Service Cancellation Form attached as **Appendix VIII** or other similar service cancellation form which Consultant may ask Company to complete and return, providing immediate responses to Consultant's requests for information and access, and designating a new managed service provider whose contact is shared with Consultant via the Service Cancellation Form.

**Failure to Cooperate.** Failure to complete and return the Service Cancellation Form attached as **Appendix VIII** or other similar service cancellation form which Consultant may ask Company to complete and return by the Cancellation Form Deadline, failure to cooperate with Consultant and timely providing Consultant with requested access/information, delays in designating a new managed service provider, and/or failure of Company's new managed service provider to diligently cooperate or communicate with Consultant during the offboarding process so that all tasks may be completed during Regular Business Hours prior to the Offboarding Completion Deadline, may result in a) Offboarding Assistance being unavailable, b) additional charges billed at Consultant's Overtime rates in effect at the time of termination; and c) the final and permanent deletion, termination, and cancellation of any or all of Company's services, subscriptions, licenses, accounts and all data, content, credentials and other information associated with same.

## ARTICLE 14 – MISCELLANEOUS

**Notices.** All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed delivered when sent by e-mail or registered mail, addressed to the address of the Party to be noticed as set forth on the signature page of this Agreement, or to such other address or e-mail address as such party last provided to the other by written notice conforming to the requirements of this paragraph.

**Entire Agreement.** This Agreement, together with all attachments, schedules, exhibits and other documents that are incorporated by reference herein, constitute the entire agreement between the Parties, represent the final expression of the Parties' intent and agreement relating to the subject matter hereof, contain all the terms and conditions that the Parties agreed to relating to the subject matter, and replaces and supersedes all prior discussions, understandings, agreements, negotiations, e-mail exchanges, and any and all prior written agreements between the Parties. Any subsequent changes to the terms of this Agreement may be amended or waived only with the written consent of both Parties, and shall be effective upon being signed by both Parties.

**Severability.** If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, void, unenforceable or invalid for any reason under applicable law, the remaining parts of this Agreement shall remain in full force and effect, and shall continue to be valid and enforceable. If a court finds that an unenforceable portion of this Agreement may be made enforceable by limiting such provision, then such provision shall be deemed written, construed and enforced as so limited.

**Successors and Assigns.** Company shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Consultant. This Agreement may be assigned by Consultant (i) pursuant to a merger or change of control of Consultant, or (ii) to an assignee of all or substantially all of Consultant's assets. Any purported assignment in violation of this section shall be void.

**Survival.** All provisions that logically ought to survive termination of this Agreement, including but not limited to applicable Warranties, Limitation of Liability, Indemnity, Choice of Law, Forum Selection, and Confidentiality provisions, shall survive the expiration or termination of this Agreement.

**No Waiver.** The failure of any Party to insist upon strict compliance with any of the terms, covenants, duties, agreements or conditions set forth in this Agreement, or to exercise any right or remedy arising from a breach thereof, shall not be deemed to constitute waiver of any such terms, covenants, duties, agreements or conditions, or any breach thereof.

**Force Majeure.** Either Party who fails to timely perform their obligations under this Agreement ("Nonperforming Party") shall be excused from any delay or failure of performance required hereunder if caused by reason of a Force Majeure Event as defined herein, as long as the Nonperforming Party complies with its obligations as set forth below.

For purposes of this Agreement, "Force Majeure Event" means any event, circumstance, occurrence or contingency, regardless of whether it was foreseeable, which is a) not caused by, and is not within the reasonable control of, the nonperforming Party, and b) prevents the Nonperforming Party from its obligations under this Agreement. Such events may include, but are not limited to: acts of war; insurrections; fire; laws, proclamations, edicts, ordinances or regulations with a material effect on the Nonperforming Party's business and/or ability to comply with its obligations under this Agreement; epidemics, pandemics and disease outbreaks; strikes, lock-outs or other labor disputes; riots; explosions; and hurricanes, earthquakes, floods, and other acts of nature.

The obligations and rights of the Nonperforming Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations under this Agreement shall resume. In the event that the interruption of the Nonperforming Party's obligations continues for a period in excess of thirty (30) days, either Party shall have the right to terminate this agreement upon ten (10) days' prior written notice to the other Party.

Upon occurrence of a Force Majeure Event, the Nonperforming Party shall do all of the following: a) immediately make all reasonable efforts to comply with its obligations under this Agreement; b) promptly notify the other Party of the Force Majeure Event; c) advise the other Party of the effect on its performance; d) advise the other Party of the estimated duration of the delay; e) provide the other Party with reasonable updates; and f) use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

**Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Louisiana.

**Choice of Forum.** The Parties hereby agree that all demands, claims, actions, causes of action, lawsuits, mediation and other proceedings between them shall be filed and conducted in Lafayette Parish, Louisiana. Each Party hereby consents and submits to the exclusive jurisdiction of the federal and state courts located in Lafayette Parish, Louisiana, and waives any claims or defenses of lack of jurisdiction of, or proper venue by, such court.

**Attorney Fees.** In the event that any arbitration, mediation, suit or action is instituted to resolve a dispute pertaining to matters covered under this Agreement or to enforce any provision thereof, the prevailing Party in any such dispute or proceeding shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, all reasonable fees and expenses of attorneys and accountants, court costs, and expenses of any appeals.

**Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

**Counterparts.** The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same Agreement. The Parties further agree that e-signatures carry the same weight and effect as traditional paper documents and handwritten signatures; therefore, this Agreement may be electronically signed via any e-signature service compliant with the Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act (UETA) as of the Effective Date of this Agreement.

| Company  | Consultant            |
|--|-----------------------|
|  | <i>Paul Mancuso</i>   |
| Ben Adams  | Paul Mancuso          |
| Manager of Finance                               | President and CEO     |
| South Louisiana Electric Cooperative Association | Vital Integrators LLC |
|  | 02 / 04 / 2022        |

## **APPENDIX I SERVICE SCHEDULE**

### **I. SERVICE PLAN SELECTION – MANAGED OR HOURLY**

**Managed Service Plans.** Clients on Managed Service Plans receive ongoing, unlimited support during regular business hours for certain selected Services for the duration of their Commitment Term, as detailed in the table below, for a fixed Monthly Managed Service Fee.

**Non-Managed Clients – Hourly Rates.** If Company is not on a Managed Service Plan, or a Service is being requested by Company that is not included in the Managed Service Plan detailed in Section II below, the Service(s) requested will be performed pursuant to Company's Regular Hourly Rates and/or Overtime Rates set forth in **Appendix II**, as applicable.

**Acknowledgement of Service Plan Selection.** The table and provisions of **Section II – Managed Service Plan** only apply if Company is on a Managed Service Plan. If Company chooses not receive any managed services, and instead elects to call on Consultant as needed, with all Services being charged at Consultant's Regular Hourly and Overtime Rates, please check the box below, skip this Section, and proceed to **Section III – Hourly and Project-Based Services**.

☐

Company elects not to receive any managed services under a Managed Service Plan.

☐

Company elects to receive managed services under a Managed Service Plan as detailed below.

### **II. MANAGED SERVICE PLAN**

Consultant agrees to perform all of the Services indicated as "Included" in the table below for the duration of the Commitment Term (the "Managed Service Plan"), for the Monthly Managed Service Fee stated in **Appendix II**, plus any additional applicable charges.

Additional services not listed in the table below are not considered part of the Managed Service Plan; however, they may be requested and will be provided, subject to availability and approval, at the Rates set forth in **Appendix II**, or as otherwise detailed in a custom Quote, Proposal or Service Order.

### OVERVIEW: MANAGED SERVICES LABOR

| Description                      | Notes                               | Included |
|----------------------------------|-------------------------------------|----------|
| Unmetered Remote Support M-F 8-5 |                                     | Yes      |
| Unmetered Onsite Support M-F 8-5 |                                     | Yes      |
| Project Labor*                   | See Rates Below                     | No       |
| After Hours or Holiday Labor*    | See Rates Below                     | No       |
| Mileage for non-local offices    | Outside 20 Mile Radius of Lafayette | No       |

### CYBER SECURITY SERVICES: MINIMUM RECOMMENDATIONS

| Description                                       | Notes | Included |
|---|-------|----------|
| Office 365 or Equivalent Email Hosting            |       | Yes      |
| Cloud Email Backup Solution                       |       | Yes      |
| Two Factor Authentication                         |       | Yes      |
| Advanced Endpoint Protection                      |       | Yes      |
| Security Assessment Completed Twice Annually      |       | Yes      |
| Offsite backup for files or Cloud Server Solution |       | Yes      |
| Business Grade Spam Filtering and Email Security  |       | Yes      |
| Password Policy Defined and enforced              |       | Yes      |
| Dark Web Monitoring                               |       | Yes      |
| Log Management Solution and Monitoring            |       | Yes      |

## LICENSES AND PROGRAM LIMITS – HARDWARE TO BE PROVIDED BY COMPANY

| Description                           | Notes  | Number |
|---------------------------------------|--|--------|
| Managed Desktops/Laptops or Users     | We agree to manage the number of Company-provided desktops/laptops indicated     | 50     |
| Physical Servers                      | Server to be provided by Company   | 4      |
| On Premise Virtual Machines           | VMWARE, Hyper-V  | 6      |
| Cloud Based Application Server        | Accounting, Sage, QuickBooks etc   | 0      |
| Cloud Based File Server               |  | 50     |
| Managed Networks                      | Office Locations   | 2      |
| Office 365 (Full Software with Email) |  | 50     |
| Office 365 (Email Only)               |  | 10     |
| WordPress Website Hosting             | If needed (hosting only; no design)  | No     |
| Cyber Insurance Policy*               | *If included, cyber security insurance will be reviewed each year for increases. | No     |

## HARDWARE EQUIPMENT PROVIDED BY CONSULTANT

Consultant will provide the following hardware, tools and/or equipment for use by Company for the Term of the Master Service Agreement.

| Description     | Notes  | Number |
|-----------------|--|--------|
| Firewall/Router | No hardware will be supplied by Vital, SLECA is purchasing all hardware. | 0      |
| Switches        |  | 0      |
| Access Points   |  | 0      |
| NAS Unit        |  | 0      |

## DOCUMENTATION, REVIEWS & ADMINISTRATION

| Description                                   | Frequency    | Included |
|---|--------------|----------|
| Document software and hardware changes        | As performed | Yes      |
| Cyber Security Reviews                        | Quarterly    | Yes      |
| Software Licensing                            | As Needed    | Yes      |
| Domain Name Renewals                          | As Needed    | Yes      |
| Adds/Moves/Changes Documentation              | As performed | Yes      |
| Employee Onboarding Documentation             | As performed | Yes      |
| Warranty renewals, EOL and budget forecasting | As Needed    | Yes      |
| In Person Employee Training                   | As Needed    | Yes      |
| Password Management                           | As Needed    | Yes      |
| Network Documentation                         | As performed | Yes      |
| IT Services Audits (internet/phone)           | As Needed    | Yes      |
| Company IT Guidelines and Policies            | As Needed    | Yes      |

## CLOUD APPLICATIONS AND SERVICES

| Description                                   | Frequency | Included |
|---|-----------|----------|
| Manage Cloud Servers                          | As Needed | Yes      |
| Manage and Maintain Security Permissions      | As Needed | Yes      |
| Manage and Maintain Cloud File Server         | As Needed | Yes      |
| Ensure Subscriptions stay current             | As Needed | Yes      |
| Maintain Program and Updates                  | As Needed | Yes      |
| Review Employee Training Reports              | Monthly   | Yes      |
| Monitor Cloud Services Logins                 | Ongoing   | Yes      |
| Create New Users or Set Permissions           | As Needed | Yes      |
| Manage Employee Credential Services           | As Needed | Yes      |
| Implement and Monitor Cyber Security Training | Monthly   | Yes      |



## END USER DEVICES AND ON-PREMISE SERVERS

| Description                                      | Frequency | Included |
|--|-----------|----------|
| Manage End User Desktop/Laptop                   | As Needed | Yes      |
| Manage Scan to Folders on Network Printers       | As Needed | Yes      |
| Ensure Network or Local Printers are functioning | As Needed | Yes      |
| Monitor Devices for malicious software           | Ongoing   | Yes      |
| Monitor Devices for persistent threats           | Ongoing   | Yes      |
| Monitor and Maintain 2FA for End Users           | Ongoing   | Yes      |
| Install All Programs on End User Machines        | As Needed | Yes      |
| Connect devices to company directory             | As Needed | Yes      |
| Maintain Windows and Security Updates            | Ongoing   | Yes      |
| Ensure Anti-Virus definitions are up to date     | Ongoing   | Yes      |
| Windows Patch Management                         | Ongoing   | Yes      |

## NETWORKS/LOCATIONS

| Description   | Frequency | Included |
|---|-----------|----------|
| Monitor/Review Firewall Rules and Logs              | Ongoing   | Yes      |
| Setup and Manage VPN connections                    | As Needed | Yes      |
| Manage VPN Users                                    | As Needed | Yes      |
| Monitor and Manage DNS settings or filters          | As Needed | Yes      |
| Troubleshoot existing wiring                        | As Needed | Yes      |
| Monitor Internet connection and device connectivity | Ongoing   | Yes      |
| Defend against international IP attacks             | Ongoing   | Yes      |
| Maintain proper firmware on network equipment       | As Needed | Yes      |
| Manage other devices (Smart TVs, Cameras Etc)       | As Needed | Yes      |
| Local NAS storage management                        | As Needed | Yes      |

## CYBER SECURITY

| Description  | Frequency | Included |
|--|-----------|----------|
| Monitor Firewall Logs for active threats             | Ongoing   | Yes      |
| Maintain SPAM Email Filter                           | As Needed | Yes      |
| Monitor MFA accounts                                 | Ongoing   | Yes      |
| Confirm and manage end point protection              | Ongoing   | Yes      |
| Verify Office 365 Backups                            | Weekly    | Yes      |
| Setup New Users on security programs                 | As Needed | Yes      |
| Enforce security policies                            | Ongoing   | Yes      |
| Monitor logins for unusual activity                  | Ongoing   | Yes      |
| Monitor Backups of critical systems/services         | Daily     | Yes      |
| Setup and change security for users and applications | As Needed | Yes      |
| Manage all cloud server permissions and security     | As Needed | Yes      |
| Monitor email addresses on the Dark Web              | Ongoing   | Yes      |
| Review Cyber Insurance Policies for compliance       | Yearly    | Yes      |
| Email Encryption                                     | Ongoing   | Yes      |

## APPLICATION SUPPORT

| Description  | Frequency | Included |
|--|-----------|----------|
| Ensure Office Applications are running and updated | As Needed | Yes      |
| Help with third party software support             | As Needed | Yes      |
| Cloud application services (adobe, Autodesk etc)   | As Needed | Yes      |
| Functionality and integration of software          | As Needed | Yes      |
| Work with vendors to resolve escalated issues      | As Needed | Yes      |

## VENDOR MANAGEMENT

| Description                            | Frequency | Included |
|--|-----------|----------|
| Phone Provider                         | As Needed | Yes      |
| Internet Provider                      | As Needed | Yes      |
| Office Copier Partner                  | As Needed | Yes      |
| Website designer or hosting company    | As Needed | Yes      |
| Domain DNS management                  | As Needed | Yes      |
| Support Contracts for Software Vendors | As Needed | Yes      |
| Security Camera Vendor                 | As Needed | Yes      |
| Alarm Company or Security Company      | As Needed | Yes      |
| Access Control Vendor                  | As Needed | Yes      |

On all Services marked "included" above, all non-emergency work performed to maintain Company's current systems during Consultant's Regular Business Hours of Monday-Friday 8:00 a.m. – 5:00 p.m. US Central Time ("Business Day" or "Regular Business Hours") is included in the Monthly Managed Service Fee specified in **Appendix II** and will not incur additional charges, unless specifically listed under the exclusions below. This does not include mileage for non-local travel and additional hardware requested to be purchased and installed, all of which will be billed separately and in addition to any Monthly Managed Service Fees.

If a request for a Service is received by Consultant prior to the end of the Business Day but the work required to resolve the issue exceeds the amount of time remaining in the Business Day, Company and Consultant will mutually agree to either a) work on the issue after Regular Business Hours, with all time being billed to Company at the After-Hours Support Rates set forth in the table below, or b) work on the issue during Regular Business Hours only, beginning with the next Business Day, at no additional charge to Company. If Consultant is unable to obtain Company's preference, Consultant may use its discretion as to whether to perform the labor after hours at the applicable after-hours rates, or suspend work until the next business day or until Company makes its preference known.

If Company requests an urgent need that cannot wait until the next Business Day, the After-Hours Support Rates will apply to all work performed outside of Regular Business Hours

### III. HOURLY AND PROJECT-BASED SERVICES

**Hourly Rates.** If Company is not on a Managed Service Plan, or a Service is being requested by Company that is not included in the Managed Service Plan detailed in Section I above, it will be performed pursuant to Company's Regular Hourly Rates and/or Overtime Rates set forth in **Appendix II**, as applicable.

**Quoted Projects.** At times, service requests and projects that are outside the scope of Client's Managed Service Plan can be performed more cost effectively as a Quoted Project, i.e. a project performed pursuant to the Parties' written agreement to a proposal setting forth the scope of work with the estimated costs, rather than pursuant to Consultant's regular hourly rates. Services handled on a Quoted Project basis include, but are not limited to a) wiring and installation of new office complexes; b) moving offices from one location to another; c) other services that require extensive labor that does not fall under the maintenance of your current programs and infrastructure. If the Parties agree that a service should be performed as a Quoted Project rather than a task billed hourly, such Quoted Projects will be performed at the costs and fees agreed to by Company and Consultant.

| Company  | Consultant            |
|--|-----------------------|
|  | <i>Paul Mancuso</i>   |
| Ben Adams  | Paul Mancuso          |
| Manager of Finance                               | President and CEO     |
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|  | 02 / 04 / 2022        |