



Master Services Agreement

By and Between

Net-Tech Consulting

&

The Town of Horizon City

Statement of Confidentiality

This document contains trade secrets and information belonging to Net-Tech Consulting LLC that are considered to be sensitive, proprietary, and confidential in nature. Any disclosure of such would provide a competitive advantage to others. Therefore, this document shall not be disclosed to any party other than the party for whom it is intended.

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MASTER SERVICES AGREEMENT

1. **Parties.** This Master Services Agreement (**the “Agreement”**) between **The Town of Horizon City** with offices located at 14999 Darrington Dr Horizon City 79928 **herein** referred to as (**the “Client”**), and Net-Tech Consulting , LLC at 6090 Surety Ste 295 El paso TX 79905, herein referred to as (**“Net-Tech Consulting ”**). Throughout the entirety of this agreement either the Client or Net-Tech may also be respectively referred to as (**the “Party”**) or (**the “Parties”**).
2. **Definitions:** For purpose of this Agreement, the following terms, including both the singular and the plural and whether or not capitalized, shall have the assigned meanings:

“Additional Equipment” Means any and all equipment provided to the Client by Net-Tech Consulting . Any additional Equipment shall be requested by the Client or recommended by Net-Tech Consulting and in either instance approved by the Client upon the presentation of a Quote by Net-Tech Consulting . All Additional Equipment shall be billed by Net-Tech Consulting to the Client in accordance with the terms detailed within each respective Quote.

“Ancillary Services” Means any and all services provided to the Client and/or the Client’s End-Users by Net-Tech Consulting which are not specified within Appendix A. Any Ancillary Services shall be approved by the Client upon the presentation of a Quote by Net-Tech Consulting . All Ancillary Services shall be billed by Net-Tech Consulting to the Client in accordance with the provisions detailed within each respective Quote.

“Authorized Contact” Means the Primary Contact and any other person or persons designated by the Client as being authorized to prioritize projects, schedule work and approve Quotes or any other subsequent Agreement between the Client and Net-Tech Consulting . Such individual(s) shall be clearly indicated within Appendix B.

“Client Location” Means the specific physical address of any site or sites where the Client reasonably requests and authorizes Net-Tech Consulting to provide the Managed Services described throughout this Agreement. The Client shall identify all Client Locations covered under this Agreement within Appendix B.

“Confidential Information” Means all material, non-public, business-related information, both written and oral, whether or not it is marked as confidential, that is disclosed or made available to either Party, directly or indirectly, through any means of communication or observation by the

disclosing party or any of its Affiliates or Representatives.

“Device” Means any individual physical machines or virtual programs, acting in the place of a physical machine, which communicate and interact between each other on a computer network. Devices may include gateways, routers, network bridges, modems, wireless access points servers, whether physical or virtual, switches, multilayer switches, protocol converters, bridge routers, proxy servers, firewalls, network address translators, multiplexers, network interface controllers,

wireless network interface controllers, ISDN terminal adapters and other related hardware.

“Emergency Requests” Means requests for End-User support pertaining to the specific issues detailed within Appendix D (**“Appendix D”**), and/or requests for Device support pertaining to the specific issues detailed within Appendix E (**“Appendix E”**). For the avoidance of doubt, the specific issues detailed within Appendix D shall apply to End-Users exclusively and the specific issues detailed within Appendix E shall apply to Devices exclusively.

“End-User” Means any employee or person who actively uses computer equipment specifically designated by the Client to be covered under this Agreement. Each End-User will be identified by their full name, assigned Client Location and the End-User’s respective email address when applicable.

“Hardware Replacement” Means any equipment to be purchased by the Client through Net-Tech Consulting via a Quote, whether requested by the Client or recommended by Net-Tech Consulting , for the purpose of replacing existing computer equipment whether currently owned or leased by the Client. Hardware Replacement can also take the form of warranties, extended warranties, manufacturer’s support contracts, on-site spare(s), or other purchases as necessary.

“Managed Services” Means all services described within Appendix A, which has been annexed to this Agreement (**“Appendix A”**), Appendix B, which has been annexed to this Agreement (**“Appendix B”**) and within Section Three (3) of this Agreement.

“Managed Services Fees” Means monthly fees payable to Net-Tech Consulting , as consideration for the delivery of Managed Services.

“Management Software” Means software provided to the Client by Net-Tech Consulting to enable Net-Tech Consulting to adequately provide the Managed Services.

“Minimum Compliance Standards” Means a set of minimum standards pertaining to the Client’s various equipment, devices, network components and overall computing environment. Minimum Compliance Standards are detailed within Appendix C, which has been annexed to this agreement (**“Appendix C”**). Minimum Compliance Standards must be achieved by the Client prior to or during the provisioning phase of Managed Services and adhered to throughout the term of this Agreement.

“Normal Business Hours” Means the hours between 9:00 AM and 5:00 PM, Monday through Friday with the exclusion of public holidays.

“Onboarding Setup Fee” Means a fee payable by the Client to Net-Tech Consulting to perform the onboarding services described within Section six (6) of this Agreement.

“On-Site Services” Means any services, whether or not covered by the scope of this agreement, performed by an agent of Net-Tech Consulting directly at the Client’s Location.

“Primary Contact” Means the principal person designated by the Client as being authorized to prioritize projects, schedule work and approve Quotes or any other subsequent Agreement between the Client and Net-Tech Consulting . Such individual shall be clearly indicated within Appendix B.

“Project/Integration Services” Means any service designed to add, replace and/or increase functionality or capacity to the Client’s systems or computing environment. Project/Integration Services shall include, but are not limited to, any services that are designed to add or replace existing systems.

“Published Price List” Means the cost for any services not encompassed within the definition of Managed Services Fees and/or are considered to be outside the scope of this Agreement. For the avoidance of doubt, as well as for the Client’s convenience, the current Published Price List has been annexed to this Agreement (**“Published Price List”**). The Published Price List is not guaranteed and is subject to change without prior notification. Net-Tech Consulting will notify Client of any changes to our Published Price List by posting our revised List to www.Net-Tech Consulting .com/ppl. It is the Client’s responsibility to review www.Net-Tech Consulting .com/ppl before submitting each order. The price for an order that has been accepted, in writing, by Net-Tech Consulting is not subject to change after acceptance and until completion of the order.

"Quote" Means a formal offer, whether requested by the Client or recommended by Net-Tech Consulting , to supply certain goods or services for the benefit of the Client, at specific prices and within a specific period. A Quote may also contain the terms of sale and payment requirements and any related warranties. Acceptance of any Quote from Net-Tech Consulting by the Client constitutes an agreement binding on both Parties.

“Software as a Service” Means a software distribution model in which a third-party provider hosts applications and makes them available to the Client over the Internet.

“Software Costs” Means any costs pertaining to Software Licensing, Software Renewals or Software Upgrade Fees to be presented to the Client via a Quote from Net-Tech Consulting .

Consulting reserves the sole right to determine whether an On-Site Service request is deemed necessary or can alternatively be performed within the normal response time through an electronic response as described within the Service Request Response Escalation Procedure described in Section Fourteen (14) of this Agreement. Any On-Site Service requests insisted upon by the Client that bypasses the Service Request Response Escalation Procedure will result in billable charges detailed within the Published Price List. In the event that the Client wishes to bypass the Service Request Escalation Procedure and request immediate On-Site Services to be performed by Net-Tech Consulting at the Client’s Location, the Client must submit each request to bypass

3. Scope of Included Services:

a. **On-Site Service Requests.** Net-Tech

the Service Request Escalation Procedure in writing via email to help@net-tech.cloud. Additionally, any On-Site Service Request pertaining to equipment that is not deemed to be covered computing equipment by Net-Tech Consulting or does not meet Net-Tech Consulting ' Minimum Compliance Standard may be subject to the hourly billing rates detailed within the Published Price List.

- b. **Performance, Availability & Predictive Failure Monitoring.** Net-Tech Consulting will utilize Management Software designed to track the availability and performance of critical computing equipment and networking components belonging to the Client, including designated servers and managed networking equipment (e.g. routers, firewalls, switches). The Management Software will provide Net-Tech Consulting ' Help Desk with alerts that will be addressed in accordance with Service Request Response Escalation Procedure. The Management Software will also allow for the periodic production of reports that will be made available to the Client.
- c. **Patch Monitoring & Management.** Net-Tech Consulting will utilize Management Software that will monitor the operating system patch levels of the Client's computing equipment running approved operating systems and connected to the network. This includes covered servers and desktops or laptops. The Management Software also allows Net-Tech Consulting to deploy patches utilizing strategic timing based on industry wide best practices.
- d. **Virus Definition Monitoring & Management.** Net-Tech Consulting will utilize enterprise-grade anti-virus and anti-malware software to protect, monitor and manage designated computing equipment. Anti-virus and anti-malware software will be installed on to the Client's computing equipment and be kept current to protect the Client and protect the Client's computing environment. Anti-virus software will be distributed to all designated Windows and Apple based desktops, laptops and servers with internet connectivity. Updated anti-virus definitions will be automatically applied as they become available. Net-Tech Consulting cannot guarantee that the above-mentioned anti-virus and anti-malware software will be free from error or block all attempts to infect any or all of the devices belonging to the Client. In the event that any or all of the Client's devices become infected by a virus or malware due to the failure of the anti-virus software, remediation of any infected device(s) will be subject to the Technology Consultant rate detailed within the Published Price List.
- e. **System Administration.** Basic system administration tasks covered by this Agreement include such actions as resetting passwords, assisting with basic shared folder creation and

their associated permissions, creating and removing accounts from the Client's designated user directory and minor software updates.

- f. **System Maintenance.** Any modification of an entire system or specific piece of computing equipment owned by either the Client or by Net-Tech Consulting to correct any faults, whether existing or perceived, to improve performance, or to adapt the system or computing equipment to any changed or changing environment or changing requirements or standards are included in this

agreement. Each task that involves a modification will be performed utilizing the most expedient and unobtrusive methods available during pre-determined scheduled maintenance hours as defined within the Minimum Compliance Standard.

g. **Help Desk & Emergency Support.** Incidents that involve the Client's designated End-Users, assuming the Client has met all expectations and requirements contained herein, and assuming the nature of the issue is not listed as an exclusion, will be handled in the most appropriate and expedient manner. Exclusions are subject to additional fees detailed within the Published Price List.

h. **Backup Management.** Monitoring and data restoration pertaining to the Client's data backup system is covered under this agreement. Backup system configuration, including retention and sizing, will be discussed with the Client during the onboarding process. The Client acknowledges that Net-Tech Consulting will not monitor, nor manage backup services that are not approved in writing by Net-Tech Consulting per the Minimum Compliance Standard. Any Client backup solutions that are not approved in writing by Net-Tech Consulting will release Net-Tech Consulting and its employees, subcontractors and representatives from any and all liability associated with data loss, failure, data recovery (including, but not limited to data corruption, encryption, failed backups and other failed assets) and any and all liability associated with any technical or non-technical issue arising from, or pertaining to any data backup or data recovery issues.

i. **Review Meetings** – Review meetings may be held to review monitoring reports, service requests, Client priorities and to assess the Client's overall satisfaction with the services being provided.

4. **Compensation.** Monthly Managed Services Fees shall be calculated by multiplying the sum of designated End-Users in any respective month, which may be augmented or diminished upon notification from the Client to Net-Tech Consulting ' via email to help@net-tech.cloud from time to time, by the monthly fee attributed to each designated End-User. The total monthly amount will be invoiced, in advance, on the first of each month throughout the term of this agreement. Net-Tech Consulting reserves the right to audit the End-User list every ninety (90) days. Net-Tech Consulting will adjust monthly Managed Services Fees and bill any previously unbilled or prorated charges based upon the sum of designated End-Users detailed within each audited End-User list. The minimum number of End-Users to be invoiced to the Client by Net-Tech Consulting with regard to Managed Services

Fees during any month throughout the term of this Agreement, or during any month throughout any subsequent renewal term thereof, shall never fall below a total equaling eighty percent (80%) of the original sum of End-Users, rounded up to the next whole End-User, reflected on the Client's first monthly invoice for Managed Services. Services may be suspended or terminated if payment is not received within fifteen (15) days following the date when due. Any payments considered to be late and not remitted within the fifteen (15) day grace period shall also relieve Net-Tech Consulting of its obligations under the terms of this Agreement until the Client's account reflects a current payment status.

5. **Taxes.** There shall be added to the Managed Services Fees, amounts equal to any taxes, however designated, levied, or based on such charges described within this Agreement in addition to any Ancillary Services rendered or Additional Equipment supplied pursuant to this Agreement or any subsequent Quote. These added charges including, but not limited to, state and local privilege or excise taxes based on the gross revenue and any taxes or amounts in lieu thereof paid or payable to Net-Tech Consulting in respect of the foregoing, exclusive however, of taxes based on net income for the privilege of conducting business.
6. **Onboarding.** The Managed Services detailed throughout this Agreement rely upon the successful installation and configuration of the technologies that Net-Tech Consulting utilizes to proactively monitor and maintain the Client's computers, networks, software, Software as a Service and equipment and are dependent on the Minimum Compliance Standards described within Appendix C. Full access to the Managed Services detailed throughout this Agreement will not be available until the onboarding process has been completed, which takes an average of three (3) to four (4) weeks. The Onboarding Setup Fee is required to consummate this Agreement and is specified within Appendix B.
7. **Minimum Compliance Standards.** In order for the Client to receive Managed Services, all computing and networking equipment must meet Net-Tech Consulting ' Minimum Compliance Standards. Minimum Compliance Standards are subject to change at any time. The Client will be notified of any changes to the Minimum Compliance Standards via email to the Client's Primary Contact within forty five (45) days prior to the aforementioned changes going into effect. Any costs required to meet the Minimum Compliance Standards prior to the implementation of Managed Services, or upon any changes thereof, are not included within the scope of this agreement.
8. **Management Software.** In order to provide the Managed Services detailed throughout this agreement, Net-Tech Consulting may install Management Software onto the Client's computing equipment. The Client hereby grants permission to Net-Tech Consulting to install such Management Software and any updates to the Management Software, enabling Net-Tech Consulting to adequately provide Managed Services. The Client agrees to leave the computing equipment powered on and connected to the internet so that Managed Services can be performed remotely when necessary. Should the Client modify or remove the Management Software installed onto any of the Client's computing equipment, the Client may be charged separate fees for any services required to return equipment back to the Minimum Compliance Standards. Further, in the event that the Client or any agent of the client elects to modify or remove any Management Software installed by Net-Tech Consulting , Net-Tech Consulting cannot fully guarantee the efficacy of the Managed Services. Net-Tech Consulting assumes no liability whatsoever with regard to any adverse events with regard to the Client's computers, networks, managed software, Software as a Service and computing equipment arising from the modification or removal of the Management Software.
9. **Third-Party Products and Services.** The Client understands and agrees that Net-Tech Consulting may utilize third parties for product support, secure remote access, hosted applications and services, secure data storage, data center facilities, technical support, and for any other services deemed necessary by Net-Tech Consulting

to fulfill the Client's needs. In performing these services, third parties may be given, among other things, secure remote access to the Client's systems. Net-Tech Consulting shall supervise such services and endeavor to guard against any loss to Client as a result of failure of Third-Party to properly execute their commitments, but Net-Tech Consulting shall not be responsible for their failure, acts or omissions, except where such failure, act or omissions are due to Net-Tech Consulting ' gross negligence or willful misconduct.. Net-Tech Consulting maintains contractual relationships with these third-party vendors which require each third-party vendor to maintain appropriate confidentiality and security standards to protect the Client's interests.

10. Hardware and Software Provided by Net-Tech Consulting .

The Client hereby agrees that any equipment and/or software owned by Net-Tech Consulting , which may be deployed at the Client's Location or installed onto the Client's existing computing equipment and utilized to provide Managed Services shall at all times remain the property of Net-Tech Consulting and must be returned no later than fourteen (14) days after termination or non-renewal of this Agreement. The Client further agrees to cease using any equipment and/or software that is deemed to be the property of Net-Tech Consulting on or before the termination date. In the event of termination due to the failure to pay for services rendered as described in Section Four (4) of this Agreement, the Client will have forty eight (48) hours to return any equipment belonging to Net-Tech Consulting and immediately cease using any equipment and/or software owned by Net-Tech Consulting following said termination. If any equipment belonging to Net-Tech Consulting is deemed to be damaged, destroyed or not returned to Net-Tech Consulting in its entirety or original state by the Client within the time frames described above, the Client must pay a replacement fee equal to the replacement value of the equipment and/or software, inclusive of any shipping charges and associated taxes, in addition to any costs to transfer any necessary data and/or any labor costs incurred to restore the replacement equipment to its original state.

11. Telecommunications and Internet Access.

The Client understands that Net-Tech Consulting is neither a carrier of nor a provider of telecommunications services or internet access. The Client must separately procure, either through a third party recommended by Net-Tech Consulting or otherwise, and pay for the proper circuits and/or services to establish wide area networking, remote access and/or internet access. Adequate high-speed internet access is required for some of Net-Tech Consulting ' services and the Client agrees to maintain suitable connectivity per the Minimum Compliance Standards.

12 Client Data Storage.

Any data belonging to the Client which may be stored on equipment or within any hosted environment owned by Net-Tech Consulting shall at all times remain property of the Client. In the event of a termination of this agreement, the Client must remove their data from any equipment or hosted environments owned by Net-Tech Consulting no later than fourteen (14) days after the date of termination. In the event of a termination for the Client's failure to pay for services rendered, the Client will have forty-eight (48) hours to retrieve their data from Net-Tech Consulting ' systems. Under the aforementioned circumstances, it will be the Client's sole duty to retrieve its data. Net-Tech Consulting will apply commercially reasonable efforts in assisting the Client with the transfer of its data. If the Client's data is not retrieved within the timeframes prescribed above, Net-Tech Consulting reserves the right to permanently delete the Client's data from its systems.

Furthermore, Net-Tech Consulting reserves the right to unilaterally remove any and all data that is deemed to be illegal, obscene, or harmful to Net-Tech Consulting ' network environment in general.

13. Scope of On-site Service Coverage During Business Hours. On-Site Services in support of the Client's computer network, with exclusions as noted in Section 21 of this Agreement, will be provided to the Client by Net-Tech Consulting at the Client's location during the respective hours of coverage detailed within Appendix B, excluding public holidays.

14. Expected Response Times for Service Requests. In the event that a Service Request is not considered to be an Emergency Request, Service Requests may be submitted via telephone by calling Net-Tech Consulting ' Help Desk directly at 915-771-7065. Service Requests submitted via telephone will be addressed immediately. Service Requests may also be submitted via email to help@net-tech.cloud. With regard to Service Requests submitted via email, Net-Tech Consulting will provide an immediate acknowledgement of all requests submitted to help@net-tech.cloud, with the submitted request to be addressed as quickly as reasonably possible during Normal Business Hours or through best efforts when a request falls outside of Normal Business Hours, unless specified within Appendix B, or on public holidays. Each Service Request is assigned an active service ticket number via email for tracking purposes.

In the event that a Service Request is considered to be an Emergency Request and considered to be within the scope of this Agreement, such requests shall be submitted via telephone by calling Net-Tech Consulting ' Help Desk directly at 915-771-7065. The Help Desk technician will gather pertinent details with respect to the request, create a service ticket outlining the aforementioned details and attempt fundamental troubleshooting techniques in an attempt to resolve the issue. If issue is not resolved after applying such fundamental troubleshooting techniques the Help Desk technician will then route the call to a Level 3 technician. Upon receipt of the Emergency Request, the emergency Level 3 technician will immediately begin to troubleshoot the underlying symptoms of the Emergency Request, utilizing industry wide best practices, in an attempt to resolve the Emergency Request.

All requests shall be assigned a priority utilizing the following criteria:

Priority	Description	Response Time
Critical	<i>Company's entire office, business operations or more than 50% of employees are affected and unable to perform work duties</i>	60 Minutes
High	<i>At least one of Company staff are affected and are unable to perform their work duties</i>	4 Hours
Medium	<i>The issue is not preventing the employee from performing their work duties.</i>	24 Hours
Low	<i>One of more of the Company's employees has a general question about software usage or a general technical knowledge question.</i>	36 Hours

On-site Service Request Outside of Business Hours. On- Site Service requests performed outside normal business hours, are defined as being the hours between 5:01 PM through 8:59 AM Monday through Thursday and the hours between 5:01 PM

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on Friday through 8:59 AM on Monday, excluding public holidays, and are considered to be beyond the scope of this Agreement unless expressly included within the scope of this Agreement within Appendix B. Afterhours and holiday On-Site Services shall be billed at the hourly rate attributed to each respective service type within the Published Price List.

16. **LIMITATION OF REMEDY.** Net-Tech Consulting shall not be liable for any damages caused by the delay in rendering services or other performance under the agreement. The sole and exclusive remedy for any breach of warranty, express, or implied, including services furnished under this agreement and all other performance by Net-Tech Consulting under or pursuant to this Agreement shall be limited solely to repeated occurrences of defective service provided Client notifies Net-Tech Consulting and submits sufficient, timely, usable information and fully cooperates to enable Net-Tech Consulting to analyze Client's complaint of defective service and affords Net-Tech Consulting reasonable opportunity to rectify the defective service, if any. In no event shall any remedy include any incidental, consequential, liquidated or punitive damages.

17. **Site Access.** The Client will be responsible for obtaining proper and adequate permission for Net-Tech Consulting and its agents to enter upon and operate within the Client's Location when necessary. Access to the Client's Location may be denied for any reason, at any time. However, in the event that access to the Client's Location is denied, the Client understands that Net-Tech Consulting may be unable to perform its obligations under this Agreement adequately. Should access to the Client's location be denied, Net-Tech Consulting shall not be held liable.

18. **Equipment Utilization.** The Client agrees that Net-Tech Consulting may utilize the Client's computing equipment to provide Managed Services. The Client shall retain title and ownership to all of its computing equipment regardless of whether or not it is being utilized by Net-Tech Consulting to provide Managed Services.

accept such out of scope assignments only upon a separate written Statement of Work agreement ("SOW") with Client which shall be incorporated into and governed by this Agreement. Each SOW will set forth, among other things: (a) a description of the Services to be performed; (b) the responsibilities of the Parties; (c) an estimated timeline; and (e) detailed budget ("Budget") for Net-Tech Consulting ' Services. Nothing in this Agreement will be deemed to require Net-Tech Consulting to undertake any act or perform any services which in its good faith judgment would be misleading, false, libelous, unlawful, in breach of a contract, or otherwise prejudicial to Client's or Net-Tech Consulting ' interests. Below is a non-exhaustive list of out of scope assignments:

19. **Passwords.** The Client acknowledges that Net-Tech Consulting must have access to all systems and resources to perform its obligations under this Agreement. As such, Net-Tech Consulting must have access to any and all passwords necessary for Net-Tech Consulting to provide Managed Services.

20. **Excusable Delays.** Net-Tech Consulting shall not be liable for damages to the Client caused by delays beyond Net-Tech Consulting 's control and without its fault or negligence, provided Net-Tech Consulting notifies the Client when such a delay becomes apparent.

21. **Excluded Services** In the event Client wishes to assign additional projects, products, or services to Net-Tech Consulting beyond the Services outlined in Section three (3), Net-Tech Consulting agrees to

request to Net-Tech Consulting to replace any of its existing hardware or devices, Net-Tech Consulting shall present a Quote to the Client's

- a. **Project/Integration.** Project/Integration Services are outside the scope of this agreement and as such will be quoted and invoiced to the Client separately from Managed Services Fees. Project/Integration Services will be identified to the Client as such and will require written approval from an Authorized Contact before any Project/Integration Services are performed. A minimum of two (2) business days' notice to Net-Tech Consulting is required prior to the commencement of any Project/Integration Services after the receipt of an approved Quote from the Client's Authorized Contact by Net-Tech Consulting .
- b. **Software Upgrade Services.** Software upgrades and installations are outside the scope of this Agreement and are subject to rates specified within the Published Price List. Any Software Upgrade Services approved by the Client's Authorized Contact shall be billed separately from Managed Services Fees by Net-Tech Consulting to the Client in accordance with the provisions detailed within each respective Quote.
- c. **Line of Business Applications.** Line of Business Applications such as accounting packages, CRM software, ERP software, Practice Management software, and any other applications that are not specifically mentioned herein fall outside the scope of this Agreement. Reasonable attempts will be made to correct any connectivity issues involving such applications. However, incidents specific to the application or network issues caused by the application itself are considered to be outside the scope of this Agreement.
- d. **Pre-Existing Equipment and Configurations.** The Client understands that any troubleshooting, testing, rectification of defects, configuration errors, hardware repair or replacement concerning pre-existing equipment discovered during the onboarding process are outside the scope of this agreement and may be subject to charges to be billed separately from Managed Services Fees per the Published Price List.
- e. **Hardware Replacement.** Hardware Replacement strategies will be handled on a case-by-case basis and as such, all costs associated with Hardware Replacement fall outside the scope of this Agreement. The purchase costs, inclusive of shipping and/or handling charges and associated taxes, installation and/or configuration costs of additional hardware fall outside the scope of this Agreement. In the event that the Client submits a

Authorized Contact detailing any and all charges associated with the replacement of such hardware or devices. Any Hardware Replacement approved by the Client shall be billed separately from Managed Services Fees and in accordance with the provisions detailed within each respective Quote.

- f. **Compliance Costs.** Any costs associated with any hardware and/or software upgrades required by the Minimum Compliance Standards are outside the scope of this agreement and shall be billed by Net-Tech Consulting to the Client separately from Managed Services Fees.
- g. **Software Costs.** In the event that the Client submits a request to Net-Tech Consulting to purchase any software, Net-Tech Consulting shall present a Quote to the Client's Authorized Contact detailing any and all charges associated with such request. Any Software Costs approved by the Client's Authorized Contact shall be billed separately from Managed Services Fees in accordance with the provisions detailed within each respective Quote.
- h. **Manufacturer Support.** Any cost associated with a third- party vendor, manufacturer support or incident fees of any kind are outside the scope of this agreement.
- i. **Non-Warranty.** Items not covered by the manufacturer's warranty are outside the scope of this agreement. Items such as, but not limited to, replacement parts may result in Hardware Replacement charges.
- j. **Environmental Repairs.** Equipment servicing or repair necessitated due to unreasonable adverse environmental conditions or equipment applications beyond those uses in which the equipment was designated for are outside the scope of this Agreement. Services necessitated due to adverse conditions shall incur additional charges which shall be the sole liability of the Client consistent with both Hardware Replacement and/or service fees detailed within the Published Price List.
- k. **Unauthorized Alterations and/or Modifications.** Service and/or repair made necessary by the attempted repair, alteration or any modification whatsoever of computing equipment covered by this Agreement by anyone other than Net-Tech Consulting or any third party specifically authorized by Net-Tech Consulting will be subject to separate additional charges including but not limited to Hardware Replacement, Software Costs and the fees detailed within the Published Price List. This includes, but is not exclusive to repairs, alterations, software installations or

modifications of equipment.

- l. **External Data Recovery.** External recoveries of any software, data, file structures, or file security necessitated due to failed hard drives are not covered under the terms of this Agreement. In the event that the Client submits a request to Net-Tech Consulting to recover any lost software, data, file structures, or file security, Net-Tech Consulting shall present a Quote to the Client's Authorized Contact detailing any and all charges associated with the recovery of such data. Any External Data Recovery charges approved by the Client's Authorized Contact shall be billed separately from

Managed Services Fees and in accordance with the provisions detailed within each respective Quote.

- m. **Programming.** Modification of any source code and/or programming with regard to software, in addition to software maintenance are outside the scope of this Agreement. Further, any attempt at as much by any party other than the manufacturer will likely void the manufacturer's warranty. In the event that the Client or any agent of the Client attempts to modify software being utilized in any way, shape or form, causing the manufacturer's warranty to become void, Software Costs may apply.
- n. **Training.** Training Services of any kind are outside the scope of this agreement.

22. LIMITATION OF LIABILITY. NET-TECH CONSULTING ASSUMES NO LIABILITY FOR SOFTWARE INSTALLED BY THE CLIENT ON ANY COMPUTER SYSTEM THAT NET-TECH CONSULTING MAY WORK ON. NET-TECH CONSULTING ASSUMES NO LIABILITY FOR SOFTWARE INSTALLATION RESULTING IN LOSS OF DATA. CLIENT IS RESPONSIBLE FOR MAINTAINING ADEQUATE BACKUPS OF SERVERS, LOCAL DESKTOP WORKSTATIONS AND LAPTOPS. NET-TECH CONSULTING IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, LIQUIDATED, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, COSTS FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, RECOVERING, REPROGRAMMING, OR THE CONFIDENTIALITY OF DATA. NET-TECH CONSULTING SPECIFICALLY DOES NOT GUARANTEE THAT NET-TECH CONSULTING WILL BE ABLE TO REPAIR ANY EQUIPMENT THAT NET-TECH CONSULTING IS ATTEMPTING TO REPAIR. SOFTWARE UPDATES ARE THE RESPONSIBILITY OF THE MANUFACTURER WHO DISTRIBUTES THE SOFTWARE. NET-TECH CONSULTING IS NOT RESPONSIBLE FOR INCOMPATIBILITIES WITH NEW OPERATING SYSTEMS AND SOFTWARE THAT HAS NOT BEEN UPDATED TO WORK IN TANDEM WITH THE CURRENTLY INSTALLED OPERATING SYSTEM(S). FROM TIME TO TIME NET-TECH CONSULTING MAY PROVIDE ADVICE WITH RESPECT TO ITS PERFORMANCE HEREUNDER WHICH CLIENT IS ENTITLED TO BUT NOT OBLIGATED TO RELY OR ACT UPON AND NET-TECH CONSULTING SHALL BE WITHOUT LIABILITY FOR ANY ACTION TAKEN OR NOT TAKEN BY CLIENT PURSUANT TO SUCH ADVICE. IN NO EVENT SHALL NET-TECH CONSULTING LIABILITY

EVER EXCEED THE AMOUNT OF CONTRACT PAID FOR THE PREVIOUS 12 MONTHS.

23. WARRANTIES. NET-TECH CONSULTING ASSIGNS ITS RIGHTS TO CLIENT UNDER ANY WARRANTY AGREEMENTS COVERING THE HARDWARE AND SOFTWARE, WHICH MAY EXIST BETWEEN NET-TECH CONSULTING AND ITS SUPPLIERS. THE CLIENT RECOGNIZES THAT ALL HARDWARE AND SOFTWARE IS SOLD AS IS AND THAT ALL HARDWARE & SOFTWARE IS SOLD WITHOUT WARRANTY OF ANY KIND - EXPRESSED OR IMPLIED - INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT NET-TECH CONSULTING IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO HARDWARE, SOFTWARE, CUSTOMIZATION OR TRAINING PROVIDED. CLIENT RECOGNIZES THEIR RESPONSIBILITY TO TEST ALL PROGRAMS BEFORE RELYING ON THEM.

IT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

24. LIMITATIONS OF TECHNOLOGY. THE CLIENT ACKNOWLEDGES THAT TECHNOLOGIES ARE NOT UNIVERSALLY COMPATIBLE, AND THAT THERE MAY BE PARTICULAR SERVICES OR DEVICES THAT NET-TECH CONSULTING MAY BE UNABLE TO MONITOR, MANAGE, OR PATCH. NET-TECH CONSULTING AGREES TO INFORM CLIENT WHEN SUCH A SITUATION EXISTS. THE CLIENT AGREES TO CORRECT THE SITUATION IF APPLICABLE, AND TO HOLD NET-TECH CONSULTING HARMLESS IN ANY CASE. BECAUSE THERE ARE RISKS ASSOCIATED WITH APPLYING AND FAILING TO APPLY SOFTWARE PATCHES, NET-TECH CONSULTING CONSISTENTLY REVIEWS AND UPDATES ITS BEST PRACTICES BASED ON THE RELATIVE THREATS TO SOFTWARE PATCH DELIVERY TIMING. EVERY REASONABLE EFFORT IS MADE TO BALANCE THE REDUCTION OF VULNERABILITIES WITH THE SLIGHT DESTABILIZATION RISK ASSOCIATED WITH APPLYING NEW SOFTWARE PATCHES TO OTHERWISE STABLE SYSTEMS. SOFTWARE PATCH DEFINITIONS AND ANTIVIRUS DEFINITIONS ARE DISTRIBUTED BY THEIR RESPECTIVE SOFTWARE MANUFACTURERS, AND AS SUCH, NET-TECH CONSULTING HAS NO DIRECT CONTROL OVER THE EFFECTIVENESS OR LACK THEREOF OF THE SOFTWARE BEING APPLIED. NET-TECH CONSULTING SHALL NOT BE HELD RESPONSIBLE FOR INTERRUPTIONS IN SERVICE DUE TO SOFTWARE PATCHES RELEASED AND INSTALLED BY SOFTWARE MANUFACTURERS.

25. Term; Termination.

a. The term of this Agreement is effective upon the invoice date reflected on Net-Tech Consulting's first monthly invoice to the Client for Managed Services Fees following the execution date of this Agreement ("**Effective Date**"), and shall remain in force for a term of twelve (12) months thereafter ("**Initial Term**"). Further, the term of this Agreement shall continue to automatically renew for additional twelve (12) month periods on each respective anniversary of the Effective Date ("**Renewal Term**") unless either the Client or Net-Tech Consulting notifies the other party in writing of its intent not to renew at least thirty (30) days before the expiration of the Initial Term and each Renewal Term thereafter. Managed Services Fees, detailed within Appendix B, shall increase at a compounded rate of two and one half percent (2.5%) above the rate charged during the preceding term upon each respective

Renewal Term.

b. Either Net-Tech Consulting or Client may terminate any respective Renewal Term, without cause, upon sixty (60) days written notice to the other Party. Client agrees not to terminate this Agreement during the Initial Term. In the event that the Client chooses to terminate this agreement prior to the end of any Renewal Term, the remaining contractual balance associated with any respective Renewal Term will become immediately due and owing. To determine the remaining contractual balance, Net-Tech Consulting shall take the average of the Client's previous six (6) month's billings for Managed Services Fees and multiply that amount by the number of months remaining within the respective Renewal Term less. If Client provides 90 day written notice of termination of services Net-Tech Consulting will release the client at the end of the 90 days and no payment is due on remainder of balance of contract. Client understands that if there is an active Microsoft agreement in place that this will have to be satisfied to term until a full separation can occur between both parties.

Managed Services Fees billed during the required sixty (60) days' notice period.

- c. This agreement may be terminated by either Party at any time, other than for the provision pertaining to non-payment by the Client as prescribed in section four (4) of this Agreement, in the event that the other Party:
1. Fails to fulfill in any material aspect of its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of written notice from the aggrieved Party.
 2. 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 the breached Party.
 3. Terminates or suspends its business operations, unless succeeded by a permitted assignee under this Agreement.
 4. In the event of a termination for non-payment as described within section four (4) of this agreement, Net-Tech Consulting shall be entitled to the accelerated fees as described within section twenty five (25) (b) of this agreement. In addition to the fees described within the preceding sentence, Net-Tech Consulting shall also be entitled to any and all reasonable attorneys' fees, plus all other costs and expenses of collection and enforcement, including any fees incurred in connection with such proceedings or collection of such amounts.
- d. In the event that either Party terminates this agreement, Net-Tech Consulting will assist the Client on a best efforts basis with regard to the orderly termination of services, including the timely transfer of the services to another designated provider. The Client agrees to pay to Net-Tech Consulting the actual costs associated with rendering such assistance in accordance with the Published Price List.
- e. **Removal of Sites, Agents or Devices.** Except as otherwise stated in this Agreement, the Client may remove Client Locations, computer equipment or agents from its servers and/or desktops (**collectively, "Devices"**) at any time by notifying Net-Tech Consulting directly via email to help@net-tech.cloud. The removal of Devices shall impact the affected Devices only, and such activity shall not be deemed to be a termination, or notice of termination, of this Agreement or any subscription to Net-Tech Consulting ' services offered under this Agreement. The Client shall be responsible for any fees accrued prior to the removal of Devices, and fees accrued through the Initial Term or

Renewal Term.

- f. **No Liability for Termination.** Net-Tech Consulting shall not be liable to the Client or any to third party with regard to compensation, reimbursement, losses, expenses, costs or damages arising from or related to, directly or indirectly, to the termination of this agreement for any reason.

26. Hardware/Software/Services and Other Computer-related Product Purchasing. Net-Tech Consulting reserves the right to act as a purchasing agent for all computer software, hardware and/or computer related items on behalf of the Client throughout the term of this Agreement for a fee. Purchase authorization, upon an Authorized Contact's approval of each respective Quote, must be secured with a major credit card, company check or ACH transfer to Net-Tech Consulting ' bank account prior to the procurement of any hardware, software or labor by Net-Tech Consulting .

27. Software Licensing: Net-Tech Consulting will not support any unlicensed software whatsoever. The Client represents that all software utilized is licensed by the appropriate manufacturer. In the event that the client is utilizing any unlicensed software on any of its Devices, the Client is responsible to notify Net-Tech Consulting of such, so that a remediation plan can be prepared and implemented to assist client in achieving one hundred percent (100%) compliance with regard to software licensing. In the event that any illegal or unlicensed software is currently being or may be utilized, Software Costs may apply to achieve one hundred percent (100%) compliance.

28. Recruiting or Hiring of Net-Tech Consulting Employees. The Client agrees to not recruit, hire or retain any of Net-Tech Consulting ' staff and/or outside subcontractors for employment or work of any kind relating to any of the services described herein, either as an employee or an independent contractor, except through Net-Tech Consulting , throughout the duration of this Agreement and for a period of thirty-six (36) months upon termination of this Agreement. Remedies for the willful violation of the terms of the aforementioned covenant may include, but are not limited to, the following: injunctive relief, direct and indirect damage due to lost revenue, hiring and training of replacement employees, related attorney fees and court costs.

29. Confidentiality. Net-Tech Consulting acknowledges that the Client possesses certain Confidential Information that constitutes a valuable and unique asset. As used herein, the term Confidential Information includes all information and materials belonging to, used by, or in the possession of the Client relating to its products, processes, services, technology, invention, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, work product and trade secrets of every kind and character, but shall not include (i) information that was already within the public domain at the time the information is acquired by Net-Tech Consulting , (ii) information received by Net-Tech Consulting at any time from a source other than Client, lawfully having possession of and the right to disclose such information, or (iii) information that has

subsequently becomes public knowledge through no act or omission of Net-Tech Consulting . Net-Tech Consulting agrees that all of the Confidential Information is and shall continue to be the exclusive property of the Client, whether or not prepared in whole or in part by Net-Tech Consulting and whether or not disclosed to or entrusted to Net-Tech Consulting . Net-Tech Consulting agrees that it shall not knowingly use or disclose, in any manner, any Confidential Information belonging to the Client.

30. Relationship of the Parties. Net-Tech Consulting is and shall always remain that of an independent contractor. Nothing contained within this Agreement shall be construed as creating an employer-employee relationship between the Parties or as a guarantee of future employment or engagement. Net-Tech Consulting further agrees to be responsible for all of federal and state taxes,

including, but not limited to, withholding, social security, payroll taxes associated with its status as an independent contractor. Net-Tech Consulting shall be liable to obtain and maintain its own insurance policies and other benefits for its employees.

31. Force Majeure. NET-TECH CONSULTING SHALL NOT BE DEEMED IN DEFAULT OF THIS AGREEMENT, NOR SHALL IT HOLD THE CLIENT RESPONSIBLE FOR, ANY CESSATION, INTERRUPTION OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS (EXCLUDING PAYMENT OBLIGATIONS) DUE TO EARTHQUAKE, FLOOD, FIRE, STORM, NATURAL DISASTER, ACT OF GOD, WAR, TERRORISM, ARMED CONFLICT, LABOR STRIKE, LOCKOUT, BOYCOTT OR OTHER SIMILAR EVENTS BEYOND THE REASONABLE CONTROL OF THE PARTY, PROVIDED THAT THE PARTY RELYING UPON THIS PROVISION: (I) GIVES PROMPT WRITTEN NOTICE THEREOF, AND (II) TAKES ALL STEPS REASONABLY NECESSARY TO MITIGATE THE EFFECTS OF THE FORCE MAJEURE EVENT. IF A FORCE MAJEURE EVENT EXTENDS FOR A PERIOD IN EXCESS OF 30 DAYS IN THE AGGREGATE, EITHER PARTY MAY IMMEDIATELY TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE.

32. Enforceability of Surviving Parts

- a. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless made in writing and signed by each Party hereto.
- b. **Entire Understanding.** This document and any exhibit attached hereto constitute the entire understanding and agreement between the Parties, and any and all prior agreements, understandings and/or representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- c. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

33. Insurance. Net-Tech Consulting will maintain throughout the term of this agreement, Texas statutory limits for Texas State disability and workers compensation and computer consultants' professional liability insurance, inclusive of errors and omissions coverage.

34. Assignment. The Client has no right to sell, transfer, assign or sublet this Agreement without the express written approval of Net-Tech Consulting. Net-Tech Consulting may sell, assign, or transfer this Agreement only to (a) any controlled subsidiary; (b) any joint venture in

which it is a participant; (c) a company that acquires any or all, or substantially all of the assets of Net-Tech Consulting.

35. Miscellaneous

- a. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles.
- b. **Construction.** The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement.
- c. **Non-Waiver.** No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any

other right, power or privilege or of the same right, power or privilege in any other instance. Any and all waiver(s) by either Party hereto must be contained in a written instrument signed by a duly authorized representative of each of the Parties hereto.

- d. **Notices.** Any notice, request, consent or approval required or permitted to be given under Certified or Registered Mail, with postage prepaid, or e-mail, if to Net-Tech Consulting :

Net-Tech Consulting DBA: Net-Tech Consulting . Attn: Zachary Kinder
6090 Surety Ste. 295
El paso TX, 79905

If to the Client:

**The Town of
Horizon City**

14999 Darrington Dr. Horizon City 79928 **Statute of Limitation.** No action, regardless of form, arising out of this Agreement, may be brought by either Party more than six (6) months from the last date of payment.

- e. **Indemnification. 1.** The Client shall at all times indemnify and hold Net-Tech Consulting harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which the Client may be subjected by reason of any act or omission of Net-Tech Consulting , its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other

detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to property of the Client or others.

2. Net-Tech Consulting hereby agrees to indemnify and hold client harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which the client may be subjected by reason of any act or omission of Net-Tech Consulting , its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with Net-Tech Consulting gross negligence or willful breach of this Agreement.

- f. **Third Party Investigations of Client.** Client shall reimburse Net-Tech Consulting for all costs and expenses (including reasonable attorneys' fees and costs) incurred by Net-Tech Consulting resulting from any third-party investigation of the acts or practices of Client including, without limitation, any costs or expenses related to compliance with any third party subpoena or other discovery request. Should Net-Tech Consulting be served with a third party subpoena in connection with Services it performed for Client, Net-Tech Consulting shall promptly advise Client and consult with Client regarding Net-Tech Consulting 's response to the subpoena to the extent the subpoena seeks Client data, documents, or information pertaining to Client so that Client may have an opportunity to seek appropriate relief

Acceptance of Master Services Agreement

Client signatory represents and warrants that it has full corporate power and authority to legally bind the Client by executing this Agreement. This Agreement represents the entire agreement between the Parties. The Client hereby acknowledges that it will adhere to Net-Tech Consulting 's Minimum Compliance Standards. As authorized agents of the Parties entering into this Agreement, the undersigned representatives acknowledge the full contents of said agreement as being acceptable and legally binding.

Accepted by: The Town of Horizon City

Accepted by: Net-Tech Consulting

Name

Title:

Date:

Authorized Signature: _____

Name: Zachary Kinder

Title: President

Date:

Authorized Signature: _____

The Town of Horizon City

Appendix A

Managed Services Description	Frequency	Included in Monthly Maintenance
General		
Creation of IT Policy	Annually	YES
Executive technology reports of work accomplished.	As needed	YES
Onsite Visits	As needed	NO
25% Discount Rate on Select IT Services from Effective Published Price List	Ongoing	YES
Vendor Liaison & In-House Computer Services	Ongoing	YES
Network Monitoring		
Hardware integrity and reliability (firewall, network switches)	Daily/hourly	NO
Anti-virus protection (Endpoint Agent)	Daily/hourly	YES
Anti-Spam Protection (Cloud Edge Service)	Daily/hourly	YES
Intrusion Prevention System Monitoring (If available)	Daily/Hourly	YES
Managed Application Whitelisting	Daily/Hourly	YES
Internet Service Provider Monitoring	Daily/hourly	NO
Uninterruptible Power Supply Monitoring (UPS) (if available)	Daily/hourly	YES
Servers		
Add and Remove Users	As needed	YES
Ensure that all server services are running	Daily	YES
Keep Service Pack and Hot fixes current as per company policy	Monthly	YES
Check event log and identify any potential issues	As needed	YES
Monitor hard drive free space on servers	Daily/hourly	YES
Server Reboots	As needed	YES
Optimize Server for Maximum Performance and reliability	As needed	YES
Scheduled off time server maintenance	As needed	YES
Install Operating System and Server Application or Upgrades	As needed	YES
Set up and maintain user groups (accounting, admin, printers, sales, warehouse)	As needed	YES
Install and test New Servers	As needed	NO
Check status of backups	Daily	YES
Perform restores	As Needed	YES
Alert primary contact to Critical Events	As needed	YES
Desktops		
Access to Client Support Portal	As needed	NO
Application and Operating Systems troubleshooting	As needed	NO
Virus and Malware Detection & Removal	Daily/hourly	YES
Operating System and Third Party Security Updates and patches	As needed	YES
Printer Deployments	As needed	NO
New User configurations	As needed	NO
New Installation of Workstations (Laptops or Desktops)	As needed	NO
Major Upgrades of Operating System	As needed	NO
Installation of Major Desktop Software Applications	As needed	NO
Mobile Devices (Tablets, Phones)		
Client Email Configurations	As Needed	NO
In-House App Deployments (if applicable)	As Needed	NO
Create and Distribute Configuration Profiles (if applicable)	As Needed	NO

Intentionally Blank

The Town of Horizon City

Appendix B

Managed IT Services

Services	Qty	Price	Per Unit Price/MSRP
Cloud Proactive Support/Management /Monthly	1	\$2100	\$2100 / \$2520
Cloud Support Services /Monthly	1	\$2100	\$2100 / \$2520
Cloud Managed Servers*** /Monthly	1	\$5775	\$5775 / \$6930
Cloud Office 365 (Annual) Cost Renews July 1 2025	1	\$32672	\$32672 / \$39206
Cloud Intune Management Annual Dec 1 24, to Nov 30, 25	1	\$5250	\$5250 / \$6300
Cloud DUO 2FA Software November 1 24, through October 31, 25 (Annual)	1	\$6084	\$6084 / \$7300
Cloud Threatlocker 24/7 MDR on Critical Assets (Annual)	1	\$3150	\$3150 / \$3780
Cloud Spam Filter (Annual) Cost December 1 through Nov 30th	1	\$5267	\$5267 / \$6320
Cloud Cyber Security Awareness Training February 1 25 through Jan 31 26 (Annual)	1	\$5625	\$5625 / \$6750
Cloud Office 365 SAAS Backup Feb 1 25 through Jan 31 26 (Annual)	1	\$4620	\$4620 / MSRP
Fees		MSRP	
Per User Average Cost	\$98.68/user Per month	118.42/user per month	
Monthly Recurring Fees	\$9975	\$1197/month	
Items marked Annual to be paid annually	Annual	Annual	
Total Annual Contract Value	\$182,368	\$218,842	
Region 19 Contract number	22-7-429		

* Total monthly fees are based on the initial end user counts provided to Net-Tech Consulting . The aforementioned gross, monthly fees may vary based on the total number of authorized end users supported by Net-Tech Consulting during each respective month in addition to any change orders that may be requested from time to time.

*** The Town of Horizon understands that these numbers can change and will be reviewed with Executive management team that has decision making authority on a quarterly basis. We will true up these numbers at the beginning of each renewal period in November.

**** Monthly recurring fees to be paid monthly, Annual fees need to be paid annually at the month of the time of the renewal.

The Town of Horizon City

Covered Location(s):

Appendix B (Continued) Locations

Primary Location

14999 Darrington Dr. Horizon City 79928

Authorized Contacts:

Primary: Josue Mendoza

Additional Contacts: Name _____ Title: _____

Additional Contacts: Name _____ Title _____

NET-TECH CONSULTING MINIMUM COMPLIANCE STANDARDS

1. A business grade operating system is required for all Microsoft Windows based devices covered by this Agreement or used to access any resource covered in this Agreement and be actively supported by Microsoft with all of the latest critical updates installed.
2. All devices covered by this agreement or used to access any resource covered by this Agreement with Apple Operating systems must be actively supported by Apple with the most recent Critical updates installed.
3. Operating systems, business critical applications and desktop applications must be genuine, licensed and actively supported by the developer.
4. All Windows PC's must have a minimum of an Intel Core i3 processor, and a minimum of 4GB of RAM.
5. All Apple hardware must actively be supported by Apple, not deemed to be vintage by Apple, and have a minimum of 4GB of RAM.
6. All Windows Servers must have a minimum of an Intel Xeon quad core processor, and a minimum of 8GB of RAM.
7. The computing environment must have a Net-Tech Consulting approved anti-virus solution protecting all servers, desktops, and laptops.
8. The computing environment must have a hardware-based, business class firewall and router with an active maintenance support agreement from the manufacturer.
9. All wireless data traffic in the environment must be securely encrypted; all wireless access points must be business class and have an active maintenance support agreement from the manufacturer.
10. Business class broadband internet connection with a publicly routable static IP address and a minimum of 15Mbps Download and 2Mbps upload speed is required. Higher specifications may be required for certain computing environments.
11. In order to receive the required patching, maintenance tasks and reboots to be completed on End-User desktops and laptops covered by this Agreement, each respective End-User must save all their files, log off, and leave their desktop or laptop device(s) turned on during the maintenance hours of Monday through Friday, 8:00pm-6:00am Central Standard Time.
12. Devices managed by Net-Tech Consulting must be a recorded asset and all management software must be installed and working properly.
13. A Net-Tech Consulting approved Business class backup solution with an active maintenance agreement is required.
14. All End-User desktops and laptops will be configured with Standard account privileges. Net-Tech Consulting will maintain administrative account privileges for these devices. Administrative privileges may be provided to the primary contact upon written request.
15. Minimum Compliance Standards are subject to change at any time.

The Town of Horizon City

Appendix D

EMERGENCY REQUESTS (End-Users Only)

1. An End-User's workstation is unavailable for one or more of the following reasons:
 - a. Boot/startup issue, virus, malware, and any other issue that is widely considered to be similar in nature which prevents the End-User from performing a significant portion of their day-to-day duties.
2. A Critical End-User application is Unavailable for use on an End-User's workstation:
 - a. "Critical" indicates that the application is necessary for the End-User to continue work for the day with no known workaround.
 - b. "Unavailable" indicates that the application fails to operate as needed to continue work. Applications that are common in nature where Net-Tech Consulting would be expected to have a reasonable level of expertise in addressing periodic Unavailability of such applications. Custom applications and/or applications which are reasonably obscure in nature are excluded.

The Town of Horizon City

Appendix E

EMERGENCY REQUESTS (Devices Only)

1. Any Device is infected with virus, malware, Trojan, or any other reasonably similar attack method.
2. Network downtime:
 - a. Any downtime where Client's network is unavailable to reach the internet or server.
 - b. Including, but not limited to, issues related to firewalls, routers, network switches and wireless access points.
3. Server outages:
 - a. "Downtime" indicates an event where Client's servers are unavailable preventing the End-Users from performing a significant portion of their day-to-day duties.
4. Server Repairs:
 - a. Any instance where repairs to a Client's server are necessary to prevent total failure of the device.
 - b. Repairs shall include hardware failure, software failure and any other failure which is considered to be reasonably similar in nature.