

SOUTHERN NETWORKS MASTER AGREEMENT

This SOUTHERN NETWORKS Master Agreement (the "Agreement") is between SNET, L.L.C., ("SOUTHERN NETWORKS") a Texas limited liability company with offices at 615 North Upper Broadway, Suite 710, Corpus Christi, Texas 78401, on behalf of those SOUTHERN NETWORKS Affiliates (individually and collectively, "SOUTHERN NETWORKS") who may from time to time enter into Addenda, Attachments, Orders, and/or SOWs under this Agreement, and Nueces County Hospital District ("Customer"), with offices at 555 N. Carancahua St., Suite 950, Corpus Christi, TX, is effective as of the date last signed below ("Effective Date").

This Agreement consists of this signature page, the Terms and Conditions, and the documents listed in the Addendum and Attachment List. The Terms and Conditions will apply to all Addenda, Attachments, Orders, and SOWs. The rights and responsibilities of an Addendum, Attachment, order, and/or Statement of Work apply only to Customer and the SOUTHERN NETWORKS Affiliate named therein. New or revised Addenda, Attachments, orders, and/or Statements of Work must be signed by Customer and accepted in writing by the applicable SOUTHERN NETWORKS Affiliate. SOUTHERN NETWORKS may use subcontractors, including SOUTHERN NETWORKS Affiliates, to perform Services.

Notices from a party concerning this Agreement must be written and delivered to the other party at the address(es) below (i) in person, (ii) by certified mail, return receipt requested, (iii) by traceable overnight delivery, or (iv) by facsimile, electronically confirmed and followed immediately by U.S. Mail. Notice will be effective upon delivery. Either party may update its address by notice given using this procedure.

To Customer: Nueces County Hospital District
555 N. Carancahua St., Suite 950
Corpus Christi, TX 78401
Attention: Jonny Hipp

To SOUTHERN NETWORKS:
615 North Upper Broadway, Suite 710
Corpus Christi, TX 78401
Fax: 361-653-3011
Attention: Finance Team

SO AGREED by the parties' respective authorized signatories:

Nueces County Hospital District.

By: Jonny F. Hipp
Name: Jonny Hipp
Title: CEO
Date: September 28, 2016.

SOUTHERN NETWORKS
ON BEHALF OF ITS AFFILIATES

By: Stephen Hull
Name: Stephen Hull
Title: President
Date: October 3, 2016

SOUTHERN NETWORKS MASTER AGREEMENT TERMS AND CONDITIONS

CONFIDENTIAL INFORMATION

This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

I. DEFINITIONS.

- 1.1 "Cutover" for a regulated Service occurs when the Service is first installed and available for Customer's use at any single location.
- 1.2 "Equipment" means equipment that SOUTHERN NETWORKS sells or leases to Customer or for which SOUTHERN NETWORKS provides Professional Services.
- 1.3 "Hazardous Substance" means any substance or material that is classified as a hazardous material, hazardous chemical, hazardous substance, pollutant, contaminant, or toxic substance under any federal, state, or local law, regulation, or ordinance related to the pollution or protection of air, ground or surface water, soil, or other environmental media, occupational health and safety, or any other environmental or safety hazard.
- 1.4 "Licensed Software" means computer programs licensed by SOUTHERN NETWORKS, including any hardwired logic instructions, microcode, and other computer instructions licensed with or separately from Equipment.
- 1.5 "Materials" means Equipment and Licensed Software, modifications, derivative works, updates, and upgrades thereto, and custom programming and documentation for the Materials.
- 1.6 "Premises" means a location where Materials will be installed or provided, or Professional Services will be performed, which for purposes herein is limited to Customer offices.
- 1.7 "Professional Service(s)" means the services and/or work to be performed by SOUTHERN NETWORKS in connection with the sale or license of Materials under this Agreement.
- 1.8 "Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.
- 1.9 "SOUTHERN NETWORKS", for purposes of all remedies and limitations of liability set forth in this Agreement or an Attachment, means SOUTHERN NETWORKS, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection and co-location service providers and suppliers.
- 1.10 "SOUTHERN NETWORKS CPE" means equipment provided under this Agreement by SOUTHERN NETWORKS or its suppliers and located at a Site. SOUTHERN NETWORKS CPE includes any internal code required to operate such Equipment. SOUTHERN NETWORKS CPE does not include Customer Equipment or Purchased Equipment.
- 1.11 "SOUTHERN NETWORKS Software" means all Software other than Third-Party Software.
- 1.12 "Content" means information (excluding SOUTHERN NETWORKS information) made available, displayed or transmitted (including, without limitation, information made available by means of an HTML "hot link", a third party posting or similar means) in connection with a Service, including all trademarks, service marks and domain names contained therein, Customer and User data, and the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.
- 1.13 "Customer", for purposes of all remedies and limitations of liability set forth in this Agreement or an Attachment, means Customer, its Affiliates, and its and their employees, directors, officers, agents, and representatives.
- 1.14 "Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.
- 1.15 "Equipment" means "SOUTHERN NETWORKS CPE", "Customer Equipment" and "Purchased Equipment."
- 1.16 "Information" means proprietary information of either party that is disclosed to the other party in the course of negotiating, performing or making amendments to this Agreement, provided such Information (except for the Content) is in written or other tangible form.
- 1.17 "Marks" means each party's trade names, logos, trademarks, service marks or other indicia of origin.
- 1.18 "Purchased Equipment" means equipment sold under this Agreement by SOUTHERN NETWORKS to Customer. Purchased Equipment includes any internal code required to operate such Equipment.
- 1.19 "Service(s)" means a service (including Equipment) provided under this Agreement.
- 1.20 "Service Component" means the individual components of a Service that Customer orders under a Pricing Schedule.
- 1.21 "Site(s)" means a Customer physical location, including a Customer co-location space on SOUTHERN NETWORKS premises, where SOUTHERN NETWORKS installs or provides a Service.
- 1.22 "Software" means all software and associated written and electronic documentation and data licensed by SOUTHERN NETWORKS to Customer in connection with a Service. Software does not include software that is not furnished to Customer.
- 1.23 "Third-Party Software" means Software that SOUTHERN NETWORKS licenses from a third party.
- 1.24 "User" means anyone (including Customer Affiliates) who uses or accesses any Service purchased by Customer under this Agreement, but excluding unauthorized parties that, after Customer has taken commercially reasonable steps to prevent unauthorized access, use or access a Service without Customer's knowledge.

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II. TERMS AND CONDITIONS FOR SERVICE

- 2.1 Limitation on Service. Service is offered subject to the availability of the necessary systems, facilities, and equipment. SOUTHERN NETWORKS provides its regulated services for Customer's use pursuant to the terms and conditions in this Agreement, the applicable Addendum and SOUTHERN NETWORKS' applicable taxes.
- 2.2 Use of Service. Service is authorized for Customer's lawful use only. Customer will defend, indemnify, and hold harmless to the extent allowed by law without establishing a sinking fund SOUTHERN NETWORKS from any unlawful or unauthorized use of Service by Customer or its users, as provided in the applicable taxes.
- 2.3 Payment and Billing. SOUTHERN NETWORKS will bill the monthly prices and nonrecurring charges set forth in the applicable Addendum at the end of each month. The invoice will include a summary of work performed for the month. A monthly performance and health analysis will be delivered as part of the monthly reports. Detailed performance and alert reports will be included in the monthly deliverables. The invoice will include a summary of work performed and recommendations during the month. Maximum payable under this contract is \$56,760.00 as set out in the applicable addendum. Except as otherwise provided in the applicable Addendum, billing will commence on Cutover of Service, or if no installation is involved, upon the effective date of the applicable Addendum. Payment is due within fifteen (15) days after the date of the invoice and must refer to the invoice number. Charges will be quoted and invoices shall be paid in the currency specified in invoice. Restrictive endorsements or other statements on checks accepted by SOUTHERN NETWORKS will not apply. Customer shall reimburse SOUTHERN NETWORKS for all costs associated with collecting delinquent or dishonored payments. Where payments are overdue, SOUTHERN NETWORKS may assess interest charges at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law.

III. GENERAL TERMS AND CONDITIONS

- 3.1 Term. This Agreement will start on the Effective Date and continue for 1 year. Each Addendum will have a term concurrent with the term of this Agreement unless otherwise stated in the Addendum and the provisions of this Agreement will survive with respect to all Addenda until the Addenda expire or are otherwise terminated. The term of this Agreement may be renewed by the Nueces County Hospital District for (3) additional one (1) year periods. Such renewal(s), if any, shall be by mutual written agreement of the parties. The Nueces County Hospital District shall provide Southern Networks written notice of its intent to renew not less than forty-five (45) days prior to the Termination Date. The annual cost for Year 2, 3, and Year 4, if renewed, will be adjusted by the net change of the Consumer Price Index for all Urban Consumers as published by the United States Department of Labor, Bureau of Labor Statistics as of March 31 of the current year as compared to March 31 of the prior year for each renewal year.
- 3.2 Taxes. Customer will pay and indemnify to the extent allowed by law without establishing a sinking fund SOUTHERN NETWORKS against sales, use, and other taxes (excluding taxes on SOUTHERN NETWORKS' income or business taxes) including arising under this Agreement. Any tax exemption will be effective upon receipt by SOUTHERN NETWORKS of an exemption certificate or affidavit confirming exemption and during the effective period of the exemption. Customer shall pay all taxes, shipping charges and other similar charges (and any associated interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by Customer to SOUTHERN NETWORKS prior to the delivery of Services.
- 3.3 Termination. Termination by either party of a Service does not waive any other rights or remedies it may have under this Agreement. Termination or suspension of a Service shall not affect the rights and obligations of the parties regarding any other Service.
- 3.4 Termination for Convenience. Customer may terminate all or any part of this Agreement or any Addendum by giving SOUTHERN NETWORKS at least 30 days' prior written notice. Either party may terminate an Order by giving the other party written notice prior to Cutover. If Customer terminates an Order prior to Cutover, then Customer will be liable for all expenses incurred by SOUTHERN NETWORKS under that Order.
- 3.5 Termination for Breach. This Agreement may be terminated immediately by either party upon written notice to the other party if the other party (i) ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets, (ii) engages in fraud, criminal conduct, or willful misconduct, (iii) breaches Section 3.9, "Use of Confidential Information" or Section 3.12, "Nondisclosure and Publicity", or (iv) fails to perform or observe a material term or condition of this Agreement, including making timely payments and such failure is not remedied within 30 days after the terminating party has provided written notice to the breaching party specifically describing the material breach.
- 3.6 Termination Charges. Termination Charges, if any, shall be as specified in an Addendum. In the event Customer terminates for convenience, termination charges will not apply for any reason other than as stated in Section 3.4.
- 3.7 Force Majeure. Neither SOUTHERN NETWORKS nor Customer shall be liable for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of the public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing.
- 3.8 Assignment. Neither this Agreement nor portion or interest in this Agreement or in any Addendum, Attachment, Order, and/or SOW may be assigned, sublet, or in any manner transferred by Customer or Southern Networks without the prior written consent of the other party, which consent will not be unreasonably withheld. Any action in contravention of the preceding sentence is void. Assignor and assignee differences in creditworthiness are reasonable bases for withholding consent.
- 3.9 Use of Confidential Information. During the term of this Agreement, each party may obtain information, orally or visually from the other party. Said information must be confidential. Neither party may disclose any of the other party's information to any third party. Neither party may use the other party's information except to perform its duties under this Agreement. The information restrictions will not apply to information that is (i) already known to the receiving party, (ii) becomes publicly available through no wrongful act of the receiving party, (iii) independently developed by the receiving party without benefit of the disclosing party's information, (iv) received from a third party without similar restriction, or (v) disclosed by the disclosing party to a third party without an obligation of

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confidentiality. When disclosure of Information is required by law or regulation, including but not limited to the Public Information Act, the disclosing party will promptly inform the other party of having received said request. The other party will then advise the disclosing party if it objects to the disclosing party providing the requested Information. In the event Customer receives a request for information and Southern Networks objects to Customer providing the requested Information, Customer will forward the request to the Texas Attorney General for determination as to the disclosure of the information and shall notify Southern Networks of said request to the Texas Attorney General. It shall be Southern Networks' responsibility to provide materials and arguments to the Texas Attorney General concerning non-disclosure of the information requested. Southern Networks shall then have the right to provide input to the Texas Attorney General with regard to its opposition to providing the requested Information. Southern Networks further agrees to abide by the Federal HIPAA statute as set out in the agreement attached hereto as Exhibit A and incorporated fully herein for all purposes.

- 3.10 Customer Information. SOUTHERN NETWORKS may rely on all information provided by Customer and will not be responsible or held liable for any damages or costs that result from errors or omissions in such information.
- 3.11 Hazardous Substances. Customer must provide a suitable, safe environment for SOUTHERN NETWORKS work at the Premises. Prior to the commencement of Services, Customer will advise SOUTHERN NETWORKS of any Hazardous Substances on Premises. SOUTHERN NETWORKS does not handle, remove or dispose of, nor does SOUTHERN NETWORKS accept any liability for, Hazardous Substances on the Premises. If SOUTHERN NETWORKS' employees, subcontractors or agents encounter a Hazardous Substance or other environmental or safety hazard, SOUTHERN NETWORKS may suspend performance under this Agreement until Customer, at its own expense, completes clean up and removal of the Hazardous Substance to SOUTHERN NETWORKS' satisfaction. Upon any suspension of performance for reasons contemplated in this paragraph, Southern Networks shall provide notice to Customer of any hazardous substances or other safety hazards on the premises the presence of a Hazardous Substance or other hazard and its suspension of performance.
- 3.12 Nondisclosure and Publicity. Customer agrees that during the term of this Agreement, SOUTHERN NETWORKS may refer to Customer, orally and in writing, as a customer of SOUTHERN NETWORKS and may publish a press release announcing in general terms that SOUTHERN NETWORKS and Customer have entered into this Agreement and SOUTHERN NETWORKS may in general terms describe the activities contemplated hereunder. Any other reference to one party by the other party requires written consent of the first party. SOUTHERN NETWORKS will not (and this Agreement does not) restrict Customer's ability to disclose the existence of an applicable Order or SOW or any terms in this Agreement applicable to such an Order or SOW.

3.13 Limitation of Liability.

3.13.1 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR ANY BREACH OF ARTICLES 3.12 OR 3.20, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DEFECTS OR FAILURES OF SOFTWARE;

(iii) FOR INTELLECTUAL PROPERTY INFRINGEMENT;

(iv) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

(v) THE LIMITATIONS IN THIS SECTION 3.13.1 ARE NOT INTENDED TO PRECLUDE A PARTY FROM SEEKING INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION IN THE EVENT OF A VIOLATION BY THE OTHER PARTY OF ARTICLE 3.12 OR ARTICLE 3.20.

3.13.2 EXCEPT FOR THE PARTIES' OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

3.13.3 SOUTHERN NETWORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR CREDITS FOR SUCH SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS EXPLICITLY SET FORTH IN AN ATTACHMENT, PRICING SCHEDULE OR SERVICE GUIDE) OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

3.13.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SOUTHERN NETWORKS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

3.13.5 SOUTHERN NETWORKS DOES NOT GUARANTEE NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT SOUTHERN NETWORKS'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER DATA AND INFORMATION.

3.13.6 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE.

3.13.7 THESE LIMITATIONS OF LIABILITY SET OUT IN THIS ARTICLE 3.13 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

3.13.8 THIS PARAGRAPH IS NOT INTENDED TO WAIVE OR DIMINISH CUSTOMER'S SOVEREIGN IMMUNITY OR OTHER PROTECTIONS AFFORDED TO THEM UNDER THE LAW.

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- 3.14 Conflict of Interest. Each party represents to the other that it will provide no officer, director, employee, or agent of the other party with employment, fees, or any other direct or indirect personal compensation or consideration outside the terms of this Agreement in connection with or in contemplation of this Agreement or any Order or SOW.
- 3.15 Independent Contractor. SOUTHERN NETWORKS, its employees, agents, and representatives are not employees, servants, partners, or joint ventures of or with Customer. SOUTHERN NETWORKS is an independent contractor and will at all times direct, control, and supervise all of its employees.
- 3.16 Governing Law. This Agreement will be governed by the laws of Texas, venue shall be in Nueces County, without regard to its conflicts of law rules.
- 3.17 General. If any provision of this Agreement is determined invalid or unenforceable, this Agreement will be construed as if it did not contain such provision. The failure of a party to insist upon strict performance of any provision of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.
- 3.18 Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, representations, and understandings relating to the subject matter hereof. No modifications or subsequent agreements concerning the subject matter of this Agreement will be effective or binding unless made in writing and signed by the parties. SOUTHERN NETWORKS shall not be bound by any electronic or pre-printed terms additional to, or different from, those in this Agreement that may appear in Customer's form documents, orders, acknowledgments or other communications.
- 3.19 Intellectual Property. All intellectual property in all Services shall be the sole and exclusive property of SOUTHERN NETWORKS or its suppliers.
- 3.20 Exclusivity. This Agreement is exclusive. Customer shall not contract with others to perform the services agreed to be provided by Southern Networks under this agreement, or any services Customer and Southern Networks at a later date deems necessary that Southern Networks has the ability to perform. Nonetheless, Customer acknowledges and agrees that this Agreement shall not preclude Southern Networks from providing similar services to other public and private entities.
- 3.21 Enforcement. In the event either party shall be required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all sums to which it is entitled, or any other relief, at law or in equity, from the other party, in addition to the costs of such action, including, but not limited to reasonable and necessary attorney's fees and any related court costs.
- 3.22 Disputes. Each party agrees that unless otherwise required in order to comply with statutory limitations, it shall not file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of relating to, or in connection with this Agreement until the steps outlined below have occurred.

Step 1: At the request of either party, the senior executives for both parties shall meet and discuss the matter to consider informal and amicable means of resolution. If such meeting fails to occur within thirty (30) days after such request or the meeting does not produce a mutually satisfactory resolution of the matter, the action outlined in step 2 below shall be followed.

Step 2: After the procedure set forth in Step 1 above has been followed, the parties agree to engage in a non-binding mediation. The mediation shall be conducted at a mutually agreed location within thirty (30) days upon written request by either party. The cost of the mediator shall be borne equally by the parties. The mediator shall be determined by mutual agreement of both Southern Networks and Customer.

END OF DOCUMENT

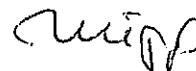
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ADDENDUM "A-1"
Referenced in Section II, Subsection 2.3

RemoteFix Managed Services Addendum to Master Agreement

Addendum

This Addendum, entered into by Southern Networks and Nueces County Hospital District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated October 1, 2016 between the parties thereto. The definitions contained in the Agreement are hereby incorporated by reference.

Service Provider: Southern Networks
Customer Name: Nueces County Hospital District
Customer Billing Address: 555 N. Carancahua, Suite 950
Corpus Christi, TX 78401
Customer Billing Number: 361-808-3300
Term: 12 months

Date of Submission: September 26, 2016

1. RemoteFix Infrastructure Care\$45,360.00

RemoteFix Host Management Services Monthly Total.... \$3,780.00
RemoteFix Host Management Services Yearly Total.. \$45,360.00

Work associated with these Managed Services is expected to begin on 10/1/2016 and to end by 9/30/2017.

This Addendum shall be deemed withdrawn by Southern Networks if not signed and returned by the Customer within thirty (30) days from the date of submission shown above.

Description: Comprehensive management of all servers, desktops, printers, server applications, routers, switches, firewalls, UPS, video conferencing systems, and all other network related devices. Monitoring, alerting, troubleshooting, and repairing of all network enabled devices at the Tower II, Memorial Hospital, Robstown, and Greenwood locations. Upgrade labor is included. Note: The quantity described above represent NCHD'S current inventory and is subject to change based on business needs. The fixed monthly price will not change due to changes in inventory.

Customer Requirements: Access to the building after normal business hours, Internet connectivity for remote management, updated renewable subscriptions for software and hardware.

Deliverables:

- Monthly/Quarterly Service Availability Reports
- Monthly/Quarterly Problem/Issue Resolution Reports
- All desktop and server Anti-virus protection software
- Hardware and Asset Inventory
- Network Documentation
- Quarterly onsite meeting

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RemoteFix Managed Services Addendum to Master Agreement

Problem Severity Definitions

Priority 1: The ability to conduct business or service the customer has stopped. Priority 1 Problems will be worked on a 24 X 7 basis until resolved. A Customer contact must be assigned and be available on a 24 X 7 basis to assess alternative solutions and finalize problem resolution verification.

Examples: Server down, network down, database down, application down, concurrent mgrs. down.

Priority 2: Service is seriously degraded but can continue its operation via a workaround or incremental resource for a short period of time before business stops. Priority 2 Problems will be worked during regular local business hours by production support groups.

Examples: Extremely slow system performance, a piece of application functionality is down or has a bug.

Priority 3: Service is lost by a single user or small number of users, affecting significant business functionality. Problems or incidents where a workaround exists or can be developed with a small amount of incremental resources.

Problem Resolution Control table

Severity	Call Ack	Network Monitoring Team Response Support	Target Resolution	Status Call
Priority 1	15 min	15 minutes	24 hours	Every 2 hrs
Priority 2	15 min	60 minutes	1 – 2 business days	Every 4 hrs
Priority 3	30 min	2 hours	5 – 10 business days	Every 4 hrs

This agreement shall become effective when signed by authorized representatives of both parties and shall continue in effect so long as Service is being provided hereunder.

SO AGREED:

<p>Nueces County Hospital District</p> <p>By: <u><i>Jonny F. Hipp</i></u></p> <p>Printed Name: <u>Jonny F. Hipp</u></p> <p>Title: <u>Administrator/CEO</u></p> <p>Date: <u>September 28, 2016</u></p>	<p>Southern Networks</p> <p>By: <u><i>Stephen Hull</i></u></p> <p>Printed Name: <u>Stephen Hull</u></p> <p>Title: <u>President</u></p> <p>Date: <u>October 3, 2016</u></p>
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END OF DOCUMENT

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