



Master Customer Agreement

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF FIRST CALL COMPUTER SOLUTIONS OFFERINGS. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT OR UPON YOUR USAGE OF THE FIRST CALL COMPUTER SOLUTIONS OFFERING, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE FIRST CALL COMPUTER SOLUTIONS OFFERINGS. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY.

You may not access any First Call Computer Solutions Offerings if You are a direct competitor, except with First Call Computer Solutions' prior written consent. In addition, You may not access any First Call Computer Solutions Offerings for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. **INTRODUCTION**

1.1. This Master Customer Agreement ("Master Agreement") is between First Call Computer Solutions, Inc. a Montana corporation located at 500 N. Higgins Ave. Suite 201, Missoula MT 59802 ("FCCS") and your organization, ("Client" or "Customer" or "You" or "Your"), is effective on the date set forth in the referencing Schedule and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Addendums.

1.2. The Master Agreement may incorporate any applicable Addendum attached hereto.

2. **DEFINITIONS**

2.1. "Addendum" means the additional terms and conditions applicable to the FCCS Offering attached hereto.

2.2. "Affiliate" with respect to Client means any legal entity in which the Client directly or indirectly Controls.

2.3. "Agent" means a single installation of the FCCS agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server or, in the case of a device without an operating system, on a single computerized device managed by Client and which Agent communicates with the FCCS Server to transform directions from the FCCS Server into action tasks. A Server may have multiple operating system instances installed on it (through partitioning or virtualization).

2.4. "Agreement" means this Master Agreement, the applicable Addendum and applicable Schedule, and any document incorporated expressly therein by reference.

2.5. "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, FCCS Offerings, Documentation, and any benchmark data and results produced.

2.6. "Control" means ownership or control of greater than 50% of an entity's shares or control the board of such entity by force of law or contract, or the equivalent.

2.7. "Client Provided Materials" means any data, materials, items or information supplied to FCCS under the Agreement.

2.8. "Documentation" means the documentation, technical product specifications and/or user manuals, published by FCCS that is made generally available with FCCS Offerings.

2.9. "First Call Computer Solutions Offering" or "FCCS Offering" means the individual offering (such as managed IT services, software, project services, software as a service, hardware, hardware as a service, etc.) made available by FCCS as defined in the Addendum and/or Schedule.

2.10. "Free Offerings" means FCCS Offerings that FCCS makes available to You free of charge. Free Offerings exclude FCCS Offerings offered as a free trial and FCCS Offerings licensed by Client for a fee.

2.11. "Named Users" means a specific individual or device designated by Client to use or is managed by the FCCS Offering as specified in the Documentation. A non-human operated device or process may be counted as a Named User as specified in the Documentation if such device requires unique identification to the FCCS Offering (i.e. its own access credentials). Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to the FCCS Offering.

2.12. "Parties" means individually and or collectively FCCS and/or the Client.

2.13. "Schedule" means a signed mutually agreed ordering document such as a FCCS order quote or statement of work for the specific FCCS Offering licensed, subscribed or purchased ("Services").

2.14. "Server" means a single computer or computer program that manages access to a centralized resource or service in a network.

2.15. "Subcontractors" means any entity which FCCS has a contract for provision of certain services and will include terms to protect confidentiality and data.

2.16. "Term" means, with respect to each Schedule, the period during which the FCCS Offering is provided, licensed or granted.

2.17. "Transfer" means sending FCCS personal data or providing FCCS access to personal data.

3. SCOPE OF AGREEMENT. This Master Agreement applies to all FCCS Offerings. The parties hereby further agree that the parties may execute multiple Schedules governed by this Master Agreement. In the event of any conflict between the terms of the Schedule and those of this Master Agreement, the terms of the Schedule and/or Addendum to this Master Agreement will prevail.

4. TERM AND TERMINATION. This Master Agreement shall continue in effect unless otherwise terminated in accordance with this section.

4.1. The initial term of each subscription shall be as specified in the applicable Schedule. Except as expressly provided in the applicable Schedule, Subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant term. The per-unit pricing during any renewal term may increase to the then current list price.

4.2. This Master Agreement and/or applicable Addendum(s) and/or the applicable Schedule may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) upon insolvency of the other Party, if permitted by law.

4.3. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Master Agreement or the Agreement. Excepting for termination based on FCCS uncured material breach, all fees are non-cancellable and non-refundable unless a pro-rated refund applies as provided in the applicable Schedule or Addendum. In the event of a termination by FCCS for an uncured material breach by Client, all fees shall immediately become due and payable.

5. PAYMENT AND DELIVERY. Customer will pay FCCS all fees due upon receipt of an invoice specifying the amounts due ("**Fees**"). If payment is not received on or before any invoice due date FCCS reserves the right to charge an administrative fee calculated at a minimum rate of one and one-half percent (1.5%) per month from the date due until paid in full. Unless otherwise stated in the applicable Schedule, Customer agrees to pay or reimburse FCCS for all actual, necessary, and reasonable expenses incurred by FCCS in performance of such Schedule, which are capable of verification by receipt. FCCS will submit invoices to Customer for such fees and expenses either upon completion of the Schedule, or at stated intervals, in accordance with the applicable Schedule.

6. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1. Work Product Ownership. The parties acknowledge and agree that any works, ideas, systems, programming code, or other materials prepared and delivered by FCCS (collectively the "**Work Product**") in the course of providing Services will not be considered "works made for hire" under the copyright laws of the United States and that all rights, title and interests with respect to such materials shall remain with FCCS. Customer shall be entitled to use said Work Product only as a licensee of FCCS, which license shall remain in effect during the term of this Agreement.

6.2. Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the "**Discloser**"), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the "**Recipient**").

(a) Disclosure Restrictions. Recipient may not disclose Confidential Information of Discloser to any third party without the prior written consent of Discloser and shall make reasonable attempts to prevent any unauthorized disclosure by its employees, agents, contractors and consultants.

7. ALLOCATION OF RISK

7.1. Disclaimer of Damages. EXCEPT FOR VIOLATIONS OF SECTION 4, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE LIABLE TO THE OTHER PARTY, OR ITS AFFILIATES OR LICENSORS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WORK PRODUCT (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST COMPUTER USAGE, AND DAMAGE OR LOSS OF USE OF DATA), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE NEGLIGENCE OF EITHER PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

7.2. Limitation of Liability. EXCEPT FOR VIOLATIONS OF SECTION 4, FCCS'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF THE AMOUNT

PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE WORK PRODUCT OR SERVICE IN THE MONTH PROVIDED

7.3. Injunctive Relief. Both parties acknowledge that their violation of Section 4 may cause the other party immediate and irreparable harm. In the event of such breach, the breaching party agrees that the other party may seek, in addition to any and all other remedies available at law, an injunction, specific performance or other appropriate relief.

7.4. THIRD PARTY PRODUCTS. Under no circumstances shall FCCS have any responsibility or liability to Client with respect to any product or service provided by a third party even if such product or services was used, resold or distributed by FCCS. Such products and services are provided “as is” without warranty of any kind either express or implied. Client acknowledges and agrees that the performance warranties set forth in the applicable Addendums and FCCS’s indemnification obligations herein, do not apply to any product or service provided by a third party even if such product or services was used, resold or distributed by FCCS.

8. SERVICES-SPECIFIC TERMS.

8.1. All Necessary Rights. If, as part of FCCS’s performance of Services, FCCS is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Customer, then prior to FCCS’s performance of such Services, Customer will acquire all rights necessary for FCCS to perform such Services.

8.2. Limited Warranty. FCCS warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the IT services industry for a period of thirty (30) days from completion of the Services under the applicable Statement of Work. Customer’s exclusive remedy and FCCS’s entire liability under this warranty will be for FCCS to re-perform any non-conforming portion of the Services within a reasonable period of time, or if FCCS cannot remedy the breach during such time period then refund the portion of the fee attributable to such non-conforming portion of the Services. This warranty will not apply to the extent Customer, its contractors or agents have modified any Deliverable, unless otherwise authorized by FCCS in writing. **THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8.3. Change Management. The scope of the Services provided by FCCS is defined in the Schedule. Any change in the scope of the Services must be mutually agreed in writing by both parties. Any changes in the scope of work for the Services may be subject to a change in the associated price for the Services.

9. INSURANCE AND RELATIONSHIP

9.1. Insurance. FCCS will provide and maintain during its rendition of the Services, but only for losses arising out of FCCS’s work for Customer:

- (a) Worker’s Compensation and related insurance as prescribed by the law of the state applicable to the employees performing such Services;
- (b) Employer’s liability insurance;
- (c) Comprehensive/commercial general liability insurance;
- (d) Comprehensive motor vehicle liability insurance, including coverage for owned, hired, leased, and rented vehicles.

9.2. Independent Contractor. Nothing in this Agreement will be construed to make either party an employer, employee, agent or partner of the other, and this Agreement will not be construed to create rights, express or implied, on behalf of or for the use of any party other than FCCS and Customer. All of the Services performed by FCCS will be performed as an independent contractor. FCCS will perform such Services under the general direction of Customer, but FCCS will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this Agreement and applicable Statement of Work.

9.3. Non-Solicitation or Hiring. Customer understands that FCCS has invested considerable time and expense in training, orienting, and equipping its employees with the knowledge and experience to perform their duties. To protect its relationships with its customers, FCCS has restricted its employees from soliciting FCCS customers after said employee is no longer employed by FCCS. Customer also agrees that it shall not retain any former employee of FCCS, without the prior written consent of Company, to perform any Services which are substantially similar to those provided by FCCS. Customer understands that a violation of this provision by Customer may also be deemed a tortious interference with FCCS’ employment contract with its employee.

9.4. Mutual Indemnity. Each party will indemnify, defend and hold harmless the other party from all claims, liabilities or expenses for physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the negligence or willful misconduct of the indemnifying party's employees or contractors arising out of this Agreement and while at the Customers premises. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand or action, and cooperating with the indemnifying party in the defense or settlement of any such claim, demand or action.

10. MISCELLANEOUS/OTHER PROVISIONS.

10.1. Severability. Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in effect. In the event of a dispute, the prevailing party in any litigation or arbitration will be entitled to recover its attorneys' fees and cost incurred from the other party.

10.2. Notices. Unless otherwise provided, notices to either party will be in writing to the address indicated above, or as later amended, and deemed effective when received.

10.3. Pricing. First Call is not liable for pricing errors. If an order is placed for a product that was incorrectly priced, FCCS will cancel Customer's order and credit Customer for any charges. In the event that FCCS inadvertently ships an order based on a pricing error, FCCS will issue a revised invoice to Customer for the correct price and contact Customer to obtain their authorization for the additional charge, or assist them with return of the product.

10.4. Verification. Upon FCCS's written request, Customer will provide FCCS with a certification signed by an officer of Customer verifying that Product is being used pursuant to the terms of this Agreement, including without limitation the licensed capacity of the Product. FCCS may, at its expense, audit Customer's use of Product to confirm Customer's compliance with this Agreement. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid Fees to FCCS, Customer will pay such underpaid Fees. If the underpaid Fees exceed five percent (5%) of the Fees paid, then Customer will also pay FCCS's reasonable costs of conducting the audit.

10.5. Assignment. Customer may not assign this Agreement or any rights granted in this Agreement to any third party, except with the prior written consent of FCCS.

10.6. No Waivers. Failure of a party to require performance by the other party under this Agreement will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach.

10.7. Force Majeure. Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement. This provision does not apply to the payment of monies or any breach of [Section 4](#).

10.8. Entire Agreement. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

10.9. Referencing. Customer agrees that FCCS and its Affiliates may refer to Customer as a customer of FCCS, both internally and in externally published media.

10.10. Governing Law. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, WORK PRODUCT AND/OR THIS AGREEMENT WILL BE VENUED IN THE STATE OF MONTANA FOURTH JUDICIAL DISTRICT, MISSOULA COUNTY. THE PARTIES AGREE THAT SAID COURT SHALL HAVE JURIDICSION OVER ANY SUCH CLAIMS AND IS THE PROPER VENUE FOR ANY DISPUTES ARISING UNDER THIS AGREEMENT.

Products Addendum

1. INTRODUCTION

1.1. This Products Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between FCCS and Client. Any capitalized terms used in this Products Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

1.2. Customer may, from time to time, purchase/acquire or subscribe Hardware and/or Software ("**OEM Product**") from FCCS in whole or in part of Services. In such cases, FCCS is acting as a reseller for a third party. All restrictions, and other terms pertaining to the OEM Product are found only in the applicable agreement provided by the original equipment manufacturer (OEM) of the OEM Product (the "**OEM Agreement**"), and such OEM Agreement is only between Customer and the OEM.

2. WARRANTY

2.1. **NO WARRANTY, EXCEPT FOR WARRANTIES PROVIDED BY THE OEM IN THE OEM AGREEMENT, THE OEM PRODUCT IS PROVIDED "AS IS", WITH ALL FAULTS. FCCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND QUIET ENJOYMENT.**

3. FEES AND EXPENSES

3.1. Client will pay to FCCS the fees, expenses and other charges as provided for or as defined in the Schedule.

3.2. Client acknowledges and agrees that 100% of Fees for Products are invoiced and paid in advance of ordering the Products.

Projects Addendum

1. INTRODUCTION

1.1. This Projects Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between FCCS and Client. Any capitalized terms used in this Projects Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

1.2. Customer may, from time to time, purchase Project Labor from FCCS in whole or in part of Services. In such cases, FCCS shall provide Customer with a "Statement of Work" defining the scope of the Services and Products provided within the corresponding Schedule.

2. DEFINITIONS

2.1. "Project Coordinator" means the individual appointed by a party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other party in relation to the Services.

2.2. "Services Documentation" means the documentation provided to the Client pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, or installation and user guides, as applicable.

2.3. "Services" means the professional services provided by FCCS or its designated subcontractors to the Client as set out in the relevant SOW.

2.4. "SOW" or "Statement of Work" means a description of Services to be provided or as referenced in the Schedule.

3. SERVICES OFFERING

3.1. FCCS will provide the Services as agreed in a SOW or Schedule, on the basis of time and materials ("T&M"), fixed price or staff augmentation each of which will be further described in the SOW.

3.2. FCCS will determine the resources required for the provision of the Services.

3.3. Client may request FCCS to change any particular FCCS Personnel assigned to the provision of the FCCS Services upon prior written notice provided that it can show reasonable cause for such request. FCCS will use reasonable efforts to replace such FCCS Personnel subject to parties agreeing that work schedules or time allotted for the Services may be impacted and require a change order.

3.4. If a remote session is cancelled with less than twenty-four (24) hours' notice, the scheduled time will be deducted from the consulting project hours. Multiple cancellations can result in the re-set of the business consultant and/or replacement back into the onboarding queue.

3.5. If an onsite engagement is cancelled with less than ten (10) days' notice, the amount equal to the scheduled time reserved and any travel & accommodation fees owed will be the responsibility of Client.

4. COOPERATION

4.1. Each party acknowledges that the success of the Services requires the cooperation of both parties. Client and FCCS shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.

4.2. Client acknowledges and agrees that in order for FCCS to effectively perform the Services in a timely manner, Client will cooperate with FCCS by making available on a timely basis (i) management decisions, information, approvals and acceptances (such as a milestone acceptance form where applicable) required by FCCS for the completion of the Services; (ii) appropriate access to Client facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Client shall supply FCCS Personnel with suitable office and workspace, and normal office equipment and support, adequate computer resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.

4.3. Each party agrees to assign competent and qualified staff to participate in the performance of the Services.

5. FEES AND EXPENSES

5.1. Client will pay to FCCS the fees, expenses and other charges as provided for or as defined in the Schedule.

5.2. FCCS will invoice expenses that are approved by Client in accordance with FCCS's expense policy, which may be provided to Client upon request.

5.3. Costs for Services are estimated. Fees for Services are based upon FCCS's understanding of the project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the project will be communicated to Client. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to the Schedule.



Master Customer Agreement

5.4. Client acknowledges and agrees that 50% of Fees for Services are invoiced and payed in advance of scheduling FCCS resources for the Services.

5.5. Client acknowledges and agrees that 100% of Fees for Products are invoiced and payed in advance of ordering the Products.

6. CHANGE REQUEST

6.1. Upon request by Client or FCCS, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services

Managed IT Agreements Addendum

1. INTRODUCTION

1.1. This Managed IT Agreements Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between FCCS and Client. Any capitalized terms used in this Managed IT Agreements Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

1.2. Customer may, from time to time, purchase Managed IT Services from FCCS. In such cases, FCCS shall provide Customer with an "Agreement Coverage" document defining the scope of the Services provided within the corresponding Schedule.

2. DEFINITIONS

2.1. "Backup Equipment" means Local Storage Devices such as Network Accessible Storage Drives and Tape Backup Racks, Drive Bays and Recorders that have been provided by FCCS exclusively for the purpose of facilitating on-premise backup Services as part of the Agreement Service.

2.2. "Customer Kick-Off Meeting" means a meeting attended by FCCS and Customer wherein the FCCS On-Boarding Team is introduced to the Customer, the On-Boarding Plan is reviewed and the "Go-Live Date" is established between the Parties.

2.3. "Endpoint" means a Client owned/operated computing device (computer, tablet or other mobile device) that is hosting a FCCS Agent application or is a registered device in Client's Device Management systems.

2.4. "Firewall Equipment" means Firewall Utility Devices that have been provided by FCCS exclusively for the purpose of facilitating on-premise Firewall Services as part of the Agreement Service.

2.5. "Fixed Fee IT Support" means the portion of the Agreement Coverage whereby FCCS provides Customer with IT Support Services, remotely or on-site, for a fixed fee.

2.6. "Go-Live Date" means the date that the Customer's employees may begin contacting FCCS for IT Support Services.

2.7. "Industry Standards for Support" means the average number of support hours per endpoint per month as reported by Managed Services Provider Industry Group and/or similar client group averages.

2.8. "Line-of-Business Application" means a system or software application used by the client in their day-to-day business operations.

2.9.

3. TERM AND TERMINATION

3.1. Unless otherwise specified in the Schedule, the term for Managed IT Services shall be 36 months from the date of the Customer Kick-Off Meeting.

3.2. Unless otherwise specified in the Schedule, the Customer may terminate Agreement for convenience at any time during the first full 12 months of service by providing 30 Day Written Notice.

3.3. Unless otherwise specified in the Schedule, the Customer may terminate Agreement for convenience at any time after the first full 12 months of service by providing 30 Day Written Notice.

(a) Customer termination after the first full 12 months of service shall result in an Early Termination Fee of not less than 2 times the monthly Agreement Fee.

3.4. FCCS may terminate the "Fixed Fee IT Support" portion of the Agreement if Customer fails to meet outlined IT alignment standards resulting in high: severity, risk and/or quantity of IT issues. If customer addresses the failure within 30 days, the notice of termination is null and void.

3.5. Customer and FCCS may mutually agree to terminate this Agreement at any time.

4. EQUIPMENT

4.1. Backup Equipment

(a) Unless specified otherwise in the Schedule, all Backup Equipment provided by FCCS as part of the Agreement is the property of FCCS and shall be returned to FCCS upon termination of the Agreement.

4.2. Firewall Equipment

(a) Unless specified otherwise in the Schedule, all Firewall Equipment provided by FCCS as part of the Agreement is the property of FCCS and shall be returned to FCCS upon termination of the Agreement.

5. PAYMENT AND DISCOUNTS

5.1. Customer may receive a discount of 1.5% for Managed IT Agreement Services paid 12 months in advance.



Master Customer Agreement

5.2. Customer shall provide FCCS with a valid Credit Card, ACH or recurring e-check payment mechanism for all Agreement Services unless pre-paid 12 months in advance.

5.3. All pre-payments must be made in cash, check or e-check.

5.4. Agreement Services are invoiced in advance of the month the service is performed. Payments are made in advance of the month the service is performed.

5.5. On-Boarding fees are invoiced and paid in advance of the Customer Kick-Off meeting and are non-refundable.

5.6. The first month of billing for Agreement Services will pro-rated from the Customer Kick-Off meeting such that the subsequent payments shall become due on the first day of each month.

6. RENEWAL

6.1. Unless otherwise specified in the Schedule, the Agreement shall automatically renew at term unless terminated by either party 60 days in advance of the termination date.

7. LIMITS OF SUPPORT SERVICES

7.1. FCCS's normal hours of business operation are from 0700-1700 Mountain Time, Monday through Friday, excluding observed holidays: a) New Years Day, b) Memorial Day, c) Independence Day, d) Labor Day, e) Thanksgiving Day and the day following, f) Christmas Day.

7.2. Client's Line-of-Business Applications

(a) Client must have a Support Agreement with Line-of-Business Application Vendor.

(b) First Call limits its support for Client's Line-of-Business Applications to:

(i) Confirming the computing and network environment required by the application meets the application vendors requirements

(ii) Confirming that the peripheral devices used within the application are functioning correctly and are mechanically accessible to the application.

(iii) Working as a 3rd party agent with the application vendor's support team to diagnose and/or resolve application issues reported by the client so long as the application vendor is able to resolve the issue within 15 minutes per incident.

(iv) FCCS does not represent itself as an Expert in the technical deployment or functional use of the Client's Line-of-Business Applications. As such, FCCS cannot provide any in-dept evaluation, analysis, debugging or training for Client's Line-of-Business Applications.

8. ADJUSTMENTS TO FEES

8.1. IT Agreement Fees may increase 3% annually on the Agreement anniversary to address increases in labor, materials, insurance and other administrative costs.

8.2. FCCS reserves the right to make other adjustments to the IT Agreement Fees based on material changes to Customer's business or operational profile including:

(a) Number of physical locations or relocation of existing facilities

(b) Changes in the number of endpoints (supported devices)

(c) Changes in the number of firewalls

(d) Changes in the number or size of local backups

(e) Changes in the scope of support provided by FCCS for Client's Line-of-Business Application(s)

(f) Client's support demands being more than 20% outside of industry standards for more than two consecutive quarters.



Master Customer Agreement

Web Agreement Addendum

1. **INTRODUCTION**

1.1. This Managed Web Agreements Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between FCCS and Client. Any capitalized terms used in this Managed Web Agreements Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

2. **DEFINITIONS**

3.