

This Master Service Agreement (“**Agreement**”) is entered by you (“**client**”) with Logical Systems, Inc., Logic Systems IT, LLC (all referred to as “**LSI**”) as designated by the executed and/or associated Service Agreement or Scope of Work agreements (referred to as “**service agreement**”). By agreeing to any services provided by LSI, the client hereby agrees to, as of the effective date reflected in service agreement, the following LSI requirements and policies.

**Definitions**

1. **Services, Monthly Services, Installations or builds** - means any work, consulting and/or support services provided to client by LSI employees or automated systems pursuant to the service agreement, scope of work or otherwise requested by client. Services may be provided to clients on a monthly ongoing basis and hereby notated as Monthly Services as described in the service agreement..
2. **Point of Contact (POC)** - is defined as any identifiable person working at or representing the client in communications to LSI regarding services pursuant to the service agreement or scope of services..
3. **Hourly services** - labor services provided to clients that may or may not be included in service agreement or scope of work.
4. **Block Hours** - Prepaid fees by client for Hourly services that may or may not be included in the service agreement or scope of work. Such prepaid block hours are generally discounted from Regular Work Rates and are non-refundable.
5. **Term** - is defined as the time frame beginning on the date of execution of the service agreement or scope of work and ending on the last day of the month in the subsequent year from the start date of any service agreement or scope of work. Ie. 3 year Term executed on May 3, 2021 will end on April 31, 2024.
6. **3rd party fees** - Includes any fees that payment may be required to provide services or support to the client by a separate company, contractor or entity.
7. **Included services** - Any services listed as included on the executed service agreement or scope of work.
8. **Additional fees** - Any services or expenses above and beyond service listed in service agreement or scope of work will be invoiced as Additional fees. This includes travel expenses, reimbursement for small parts or equipment required, parking or any associated 3rd party fees required to complete service to client that is not listed as included services. LSI will make every attempt to notify client that such fees are required. However, in some instances client agrees and understands that LSI will make the best decision on the clients behalf if such outside services are required and understands that all 3rd party fees will be due regardless of prior notification.
9. **Regular Work Rate** - unless specified in Service Agreement or Scope of Work, LSI will invoice a standard labor rate of \$165/hour.
10. **Monthly Service Payment** - Payments agreed to by client for ongoing included services in service agreement or other ongoing services requested by client billed on service invoices and part of recurring monthly service. This may include fees for labor, software licensing, SaaS and/or service provider cloud subscriptions.
11. **Auto-renewal date** - The designated date for any monthly service and associated monthly service payment for services listed in service agreement or scope of work to reset for twelve (12) calendar months from the last auto-renewal date. As such, the term of the agreement is adjusted to include the new 12 month obligation for LSI to provide services (if available) unless otherwise specified in communication to client.

Client agrees that no notification or communication between client and LSI other than written Termination request by client or notification by LSI that services are no longer available will eliminate the effective auto-renewal and new term dates of monthly ongoing services.

12. **Included or on-boarded devices** - Computer and/or networking equipment that will be monitored, supported or provide security management for that are specified in the service agreement or scope of work. Such monitoring, management and/or support may require the installation of LSI provided software (termed “agent”) and the documentation, such as Part Numbers, Serial Numbers, versions, vendor information and the like of such devices. Any computer and/or networking equipment that is subsequently added to the environment by POC via verbal or written request to LSI for the purpose of providing matching included services of existing included devices.

**Business hours, availability and rate policy:**

LSI standard business hours of operations are defined as Monday through Friday, excluding nationally recognized holidays from 8:30am to 6:00pm EST. Any work completed outside of these hours may be subject to additional service fees at a rate of 150% of regular work rate. Work required to be completed on recognized national holidays or between late night hours of 12:00pm EST to 7:00AM EST may be subject to a rate of 200% of regular work rate

**Agreement to meet reasonable safety and security requirement -**

LSI may recommend replacing or upgrading specific builds, services, installations, equipment or software due to newer technologies available or to better the clients security and/or safety. Client agrees to act on such recommendations without delay. Any delay or inaction by client may be considered a breach of this agreement. Or at minimum further indemnify LSI from liability of any losses that could be related to non-action on clients part.

**Termination** - Under any circumstance and with all associated invoices for services, Hourly Labor, Block Hour agreements, Monthly Service Payments, expenses and/or 3rd party fee paid in full, client may terminate his agreement with 30 days written notice. Notice must be received 30 days prior to the auto-renewal date of service agreement or scope of work. If client chooses to terminate some or all services, prior to the service agreement completed term, client must pay all invoices both current and remainder of the Monthly Service payments for the term. As an alternative, LSI will allow client to renegotiate a new service agreement or scope of service work. Such new service agreement or scope of work must be equal to, or greater than 50% in monetary value of the service agreement being terminated and have a twelve(12) month or greater new term.

**Non-payment and delinquency of service agreement invoices**

If client account becomes sixty (60) days or more past due or client is effectively unresponsive to LSI reasonable attempts to contact client regarding service agreement invoices, client is in breach of a material provision of this agreement. Furthermore, if client is unable or unwilling to make reasonable efforts in respect to obligations to LSI or requirement for services, client is in breach of this agreement. LSI may at their own discretion and without prejudice take the following actions: **A.** suspend part of or all services in service agreement, **B.** send communication declaring a demand of payments for all (total value) or part of agreement services due in the service agreement. This includes sum totals of fees, expenses and other amounts invoiced for specific services and/or monthly service payments. Client agrees and understands that all Monthly Service Payments will be invoiced and due to LSI by client through the end of the agreed term regardless of payment for previous service or status of current services delivered due to a material breach. Client also agrees that LSI may charge for labor services required to pause or reinstate services as well as fees to collect payment from client.

**Late Payment and collections** - Any invoices unpaid after 30 days from due date will be charged a delinquency fee of 2% per month or the highest fee permitted by law (whichever is lower). Client will also be responsible for any and all fees associated with the collection of past due invoices included collection agent fees and legal fees.

**Warranties and limitation of liability** - THERE ARE NO WARRANTIES PROVIDED BY LSI EXPRESSED OR IMPLIED WITH RESPECT TO THIS AGREEMENT, SERVICE AGREEMENTS OR SCOPE OF WORKS BEYOND WHAT MAY BE CLEARLY STATED IN THE SEPARATE AGREEMENTS AS GUARANTEES OR WARRANTIES. FURTHERMORE:

1. LSI does not provide nor will assume any warranty or guarantee above or beyond what is or may be provided by a vendor or manufacturer of hardware or software whether or not sold, installed or maintained by LSI. Any warranty claim with a vendor or manufacturer must be made directly to the 3rd party vendor or manufacturer.
2. Client is responsible for all fees and invoiced amounts regardless of any disruption(s), termination, cancellation, dispute(s), and/or problematic delivery of services outside of LSI control.
3. Client must comply with all LSI and 3rd party vendor licensing requirements whether or not installed, managed or maintained by LSI.
4. Client must abide by applicable local, state and federal regulations.
5. LSI IS NOT RESPONSIBLE TO FOR ANY DAMAGES TO CLIENT OR OTHER PERSON FOR THE LOSS OF DATA, PROFIT, 6. REVENUE THAT MAY BE ASSOCIATED WITH SERVICES PROVIDED TO CLIENT (LIMITATION OF LIABILITY). FURTHERMORE, LSI MAY OR MAY NOT ADVISE CLIENT THAT
7. THERE IS A RISK OF DAMAGES OR DATA LOS RESULTING FROM SERVICE PROVIDED UNDER THIS AGREED LIMITATION OF LIABILITY.
8. ANY LIABILITY DUE TO OR CAUSED BY THE ACTION, AND CLEAR NEGLIGENCE PROVEN IN TORT OR OTHERWISE SHALL NOT EXCEED THE TOTAL AMOUNT OF MONTHLY SERVICE PAYMENTS PAID IN THE PREVIOUS 12 MONTHS OF SERVICE PURSUANT TO THIS AGREEMENT.

**Confidentiality** - Both client and LSI agree to hold any and all proprietary, sensitive and /or private information relating to research, trade secrets, systems, processes, methods, products and product ingredients ,financial and/or personal data discovered and/or disclosed during or after services are provided. This excludes any information that was known or made public prior to and/or outside of this agreement. Furthermore, both parties agree to make reasonable efforts to maintain the privacy of such information. Under any circumstances that such information is disclosed either by legal request or otherwise, both parties agree to notify in writing to the other any and all details of the disclosed confidential information. The confidentiality agreement includes all employees, agents and/or contractors that may become privy to such information. All confidential information is to remain the private property of and under no condition may be recreated, transferred or licensed to the other. With the exception of any required obligation to maintain a backup copy of data for security or archive purposes, upon termination or end of this agreement, both parties agree to return upon request and/or destroy any information that is confidential to the other.

**Billing of services (Fees)** - LSI MONITORING AND SECURITY AND LSI BUSINESS SUPPORT, NETWORK MANAGED SUPPORT, SOFTWARE SUBSCRIPTION LICENSING (IE. MSO365, ANTI-VIRUS), services are billed on a monthly basis for future month of services designated on the invoice as the service month. LSI will invoice client according the service agreement the included service(s) for the listed device(s) at the amount in the service agreement total. LSI will add additional fees for any services provided on or for devices above the quantity of devices on the original service agreement These are devices that have been onboarded during prior month(s) and will be invoiced as additional fees. These additional fees will be billed at the same per unit rate of devices specified in the service agreement included services. Payments are due on receipt and considered late after 15 days from due date, unless otherwise specified on the invoice.

**Rate adjustments** - LSI reserves the right to adjust service agreement fees to match standard inflation rates during the term of the agreement. Such Rate adjustments may not exceed a total increase of 5% of the value in the current term year as defined in the service agreement or scope of services. LSI will provide a 30 day notice to client and will apply to all future invoices per notification. Client is responsible for any additional fees incurred if they are required to provide services that are included in service agreement or scope of work.

**LSI Employees** - Client agrees to work with and treat all LSI employees with respect and in a safe, professional manner. Any breach of this may result in termination of any and all services. Due to such breach, applicable termination policy and fees will apply. Client agrees not to solicit for employment LSI employees during any time of this agreement. And, if for any reason client hires in any capacity a LSI employee during his or her employment or within twelve (12) months of the employee leaving LSI, both parties agree that LSI will be damaged. Furthermore, by hiring of an LSI employee, a significant monetary value to the client due to past knowledge and service experience is gained. To mitigate these losses and recompense for the clients gain, client agrees to pay to LSI the greater sum of 40% of the employees annual compensation offered by the client or 40% of the annual compensation provided by LSI to the employee during employment at LSI. Client agrees in good faith to notify LSI of any such applicable employment or offer and pay agreed amount. Upon being made aware of such employment without notification by client, LSI may make a demand and follow through with collections activities if required.

**Indemnity** - Client shall hold harmless, defend and indemnify LSI, its employees, officers, directors, stockholder and/or agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements, and expenses (including and without limitation of reasonable legal fees) incurred in connection with or arising from any breach by client or its employees, agents, associates, clients or guests affiliated with agreements. Client shall provide reasonable legal representation to defend any such indemnified claim made upon written demand by LSI.

**Disputes** Client agrees to notify LSI of any disputes or concerns in writing in a reasonable time frame for LSI to take appropriate actions or respond in kind. LSI must be provided at least a thirty (30) days from received notification to cure any problem or issue by client. Client must also be available and respond to LSI request for and review of actions taken to resolve or cure. Client agrees that the failure to take reasonable steps to communicate and review such actions will result in the nullification of such written complaint and/or affirm that LSI has taken appropriate steps to completely cure and resolve the issue or problem described. Any and all disagreements arising from this agreement or related service agreements shall be governed by the laws of the state of Georgia. Any changes or nullification in whole or part(s) of this agreement must be agreed to in writing by both LSI and client. No party other than client or LSI may request changes or claim any disputes to this agreement.

**Force Majeure** - LSI shall not be deemed in default with respect to any of the terms, covenants, and condition of this agreement if LSI failure to timely perform such duties or services is due in whole or in part to any strike, lockout, labor issues, civil disorder, failure of power or any utility, restrictive government agency or laws, terrorist acts, acts of malicious computer programs and/or code (including but not limited to viruses, BOTS, malicious macros and computer scripts), shortages of materials or 3rd party services, accidents, acts of God or nature that is beyond the control of LSI.