



AGREEMENT

AGREEMENT NO.: 1569759

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Marion County Water District

ADDRESS: 1835 Campbellsville Rd Lebanon, KY 40033-8465

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

4 Dell OptiPlex 7000 7070 Desktop Computer including Dell ProSupport Plus prepaid

4 Asis VE248H 24" Monitor

1 DNS-L24 24-Port POE+ Cloud-Managed Switch

1 The Datto SIRIS 4 X

1 Ubiquiti Enterprise Gateway Router with Gigabit Ether

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 60 TOTAL MONTHLY PAYMENT AMOUNT*: \$1,507.00 (*PLUS TAX)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) X Jimmy Mudd SIGNATURE Jimmy Mudd/Manager 5-28-20 PRINT NAME & TITLE DATE

OWNER ("WE", "US", "OUR")

United Systems & Software

OWNER SIGNATURE PRINT NAME & TITLE DATE 205 Ash St Benton, KY 42025-0547

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the "Equipment Payment") and the initial amount payable to us under a separate statement of work, IT service agreement or other arrangement for network and/or software support services, equipment maintenance and/or other professional IT services relating to your IT network (the "Service Payment"). The initial Service Payment is 72.39% of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience. If the amount of the Service Payment is adjusted during the term of this Agreement in accordance with your statement of work or IT service agreement, we will invoice you for the updated Service Payment after the effective date of such adjustment. You will look solely to us for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.


NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between United Systems & Software ("we", "us", "our") and Marion County Water District ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1569759 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	 SIGNATURE	Jimmy Muehl / mcnoy PRINT NAME & TITLE
		5-28-20 DATE
OUR SIGNATURE		
United Systems & Software	SIGNATURE	PRINT NAME & TITLE
		DATE

Technology Process Management (TPM) Agreement Terms & Conditions

The CUSTOMER and UNITED acknowledge:

UNITED is a provider of Technology Process Management (TPM) platform, hereinafter referred to as "TPM", that encompass network support services, security and networking solutions;

WHEREAS, the CUSTOMER desires to contract with UNITED for TPM, the parties agree as follows:

PERIOD OF SERVICE

This Agreement shall be effective as of the date of this Agreement, and shall be for an initial term of sixty (60) months.

CONTINUANCE / AUTOMATIC RENEWAL

This Agreement shall renew automatically at the end of the prior Agreement term for a period of one (1) month unless United or CUSTOMER affirmatively terminates it in accordance with the conditions set forth in this Agreement.

NUMBER OF USERS COVERED

UNITED reserves the right to renegotiate rates based on additions of users, locations, hardware, software, hardware support requirements, and/or services as well as modify this Agreement (or any portion thereof) with a 30-day notice. For purposes of this Agreement, the Network shall include all locations as outlined in Exhibit 1. In addition, this agreement is based on number of users listed in Exhibit 1. Any additional devices added to the network without the consent or acknowledgement of UNITED will not be honored or supported by UNITED under this agreement.

PURCHASE PRICE

CUSTOMER is purchasing TPM services under this Agreement for the purchase price outlined in the agreement. Said purchase price shall be paid monthly with the first installment due upon execution of this agreement. Each payment thereafter shall be due the 10th day of each calendar month.

CHARGES FOR SERVICE

- a) Services shall be charged against the Account in accordance with the rates, terms and conditions as outlined in Exhibit 1.
- b) Any supplemental services provided by United Systems & Software Inc. which are outside the terms of this Agreement, including but not limited to, any maintenance provided beyond normal business hours and services in excess of the TPM Agreement purchased herein, shall be charged to CUSTOMER as an additional charge in accordance with UNITED's established hourly rates. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by UNITED.
- c) All requests to add, move, remove, or change devices may result in additional charges if outside the scope of the agreement. An example of this would be but not limited to, implementation of new technologies requested by the customer, upgrading, or adding new hardware or equipment to the network, moving or closing a location.
- d) If applicable, the CUSTOMER shall be responsible for payment of all sales and other taxes, federal, state, or otherwise related to deliverables under this agreement.
- e) UNITED reserves the right to refuse or suspend service under this Agreement in the event CUSTOMER has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the parties.

CONDITIONS OF SERVICE

CUSTOMER network is eligible for TPM services under this Agreement, provided it is in good condition and UNITED's serviceability requirements and site environmental conditions are met. UNITED reserves the right to

inspect the network upon the commencement of the term of this agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network. UNITED shall not be responsible to CUSTOMER for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network other than by authorized representatives of UNITED. UNITED reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any UNITED representative.

SERVICE RESPONSIBILITY OF UNITED

- a) UNITED will provide remote and/or on-site services under the following conditions using the following bill rates for ADD'S, MOVE'S, OR CHANGES unless otherwise specified in Exhibit 1. It is the responsibility of CUSTOMER to promptly notify UNITED of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for UNITED to respond in a timely manner via phone, email, remote access, and/or on-site services as defined in Exhibit 1 of this Agreement.
- b) If services are requested by CUSTOMER outside of normal business hours, UNITED shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement.
- c) UNITED shall monitor, advise, and provide supplemental services as defined in this agreement during business hours, unless otherwise specified in Exhibit 1, and in accordance with UNITED's Network policies then in effect. UNITED shall provide scheduled remote and onsite support services in accordance with this agreement. UNITED's representatives shall have and CUSTOMER shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified in Exhibit 1.
- d) UNITED shall be obligated to provide service only at the Location site/s defined in this agreement as outlined in Exhibit 1. If CUSTOMER desires to relocate, add or remove locations, CUSTOMER shall give appropriate notice to UNITED of its intention to relocate sixty (60) days in advance. UNITED reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by CUSTOMER. Such right includes the right to refuse service to Network at the relocation and/or new site.

CUSTOMER RESPONSIBILITIES

- a) CUSTOMER shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by UNITED's representatives.
- b) CUSTOMER agrees that it will promptly notify UNITED of any modification, installation, or service performed on the Network by individuals not employed by UNITED in order to assist UNITED in providing an efficient and effective Network support response.
- c) CUSTOMER will designate a managerial level representative, a named CUSTOMER contact, to authorize all Network Support Services. This contact information shall be outlined in Exhibit 1, and it is CUSTOMER's responsibility to inform UNITED of any changes made to this representation thirty (30) days in advance.

SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

- a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. UNITED will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- b) Manufacturer warranty parts and labor/services are outside the scope of this agreement. However, we will act as the responsible party for conversations with those vendors.
- c) Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. UNITED's services within this agreement are predicated upon CUSTOMER'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
- d) Printer, computers, and server, maintenance support is limited to devices covered under manufacturer's warranty.

- e) Virus mitigation within the scope of this agreement is predicated on CUSTOMER satisfying recommended backup schemes and keeping our approved Anti-Virus Software with current updates.
- f) This agreement and support services herein are contingent on CUSTOMER'S permission of UNITED having secure remote access into CUSTOMER'S network with our remote access product.

WARRANTIES AND DISCLAIMERS

CUSTOMER shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.

INDEMNIFICATION

CUSTOMER hereby agrees to indemnify and defend at its sole expense: UNITED, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CUSTOMER'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CUSTOMER agrees to pay any judgment and costs associated with such claim.

INDEPENDENT ENGAGEMENT / NON-HIRE

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with or be offered employment by any CUSTOMER during the course of engagement and for period of one (1) year thereafter. Your signature on this document confirms your organizations agreement to adhere to this professional standard of conduct. Should the CUSTOMER violate this condition, the CUSTOMER agrees that UNITED damages resulting from breach by CUSTOMER of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CUSTOMER violates this provision, CUSTOMER shall immediately pay UNITED an amount equal to 150% of employee's total annual compensation, as liquidated damages and UNITED shall have the option to terminate this Agreement without further notice or liability to CUSTOMER.

CONFIDENTIALITY

UNITED acknowledges that in the course of providing services to said CUSTOMER, UNITED may learn from CUSTOMER certain non-public personal and otherwise confidential information relating to said CUSTOMER, including its CUSTOMERS, consumers or employees. UNITED shall regard any and all information it receives which in any way relates or pertains to said CUSTOMER, including its CUSTOMERS, consumers or employees as confidential.

UNITED shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CUSTOMER or as expressly and specifically permitted in writing by said CUSTOMER or as required by applicable law. Said CUSTOMER acknowledges that it also has responsibility to keep records and information of its business, consumers, and employees, confidential. Said CUSTOMER also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by UNITED or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and they are CONFIDENTIAL AND/OR PROPRIETARY to UNITED. This provision shall survive termination of this Agreement between CUSTOMER & UNITED.

INSURANCE COVERAGE

UNITED shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$2,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At CUSTOMER's request, UNITED further agrees to furnish CUSTOMER with certificates evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by CUSTOMER.

GENERAL PROVISIONS

- a) Sole Agreement: This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.
- b) Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
- c) Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.
- d) Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.
- e) Waiver: Any failure of either party to comply with any obligation, covenant, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other party. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.
- f) Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the Commonwealth of Kentucky as applied to agreements among Kentucky residents to be entered into and performed entirely within the Commonwealth of Kentucky, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the Commonwealth of Kentucky, in the Judicial Circuit where UNITED has its principal office, for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.
- g) Attorneys' Fees: In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.
- h) Force Majeure: UNITED shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network Systems/Services.
- i) Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below. This Agreement shall be effective when signed by both parties.

This Agreement is entered into as of this _____ day of _____, 20____.

X

Jeff Harlan
Business Development Manager

X *Jimmy Mudd*

Customer
Title: *Manager*

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without written consent of United Systems & Software Inc.

SCOPE: This Agreement is designed to provide the CUSTOMER with our complete TPM Platform product. This Agreement includes specific location(s), user(s) and rates as detailed below within Exhibit 1.

EXHIBIT 1

CUSTOMER BILLING ADDRESS:

1835 Campbellsville Highway Lebanon KY 40033

LOCATION (S): 1

NUMBER OF USERS: 5

NAMED CUSTOMER CONTACT: Jimmy Mudd

MONTHLY RATE: \$1507.00 per month

SERVICES:

REMOTE MANAGEMENT	UNLIMITED REMOTE SUPPORT
REMOTE MONITORING	UNLIMITED ONSITE SUPPORT (HARDWARE MUST BE UNDER FACTORY WARRANTY)
VENDOR INTERVENTION	MICROSOFT SERVER AND WORKSTATION PATCH MANAGEMENT
ALIGNMENT STANDARDS AUDITS	3RD PARTY SOFTWARE PATCH MANAGEMENT
SECURITY	VCIO CONSULTING SERVICES
HARDWARE	BUSINESS CONTINUITY / CONTINUITY PLANNING
CORE INFRASTRUCTURE	MANAGED ANTI-VIRUS / MALWARE
SERVER INFRASTRUCTURE	DNS PROTECT (WEB FILTERING)
SOFTWARE	CLOUD BACKUP SERVER (NO SPACE LIMITS)
BUSINESS CONTINUITY	CLOUD BACKUP WORKSTATIONS (AS REQUIRED)