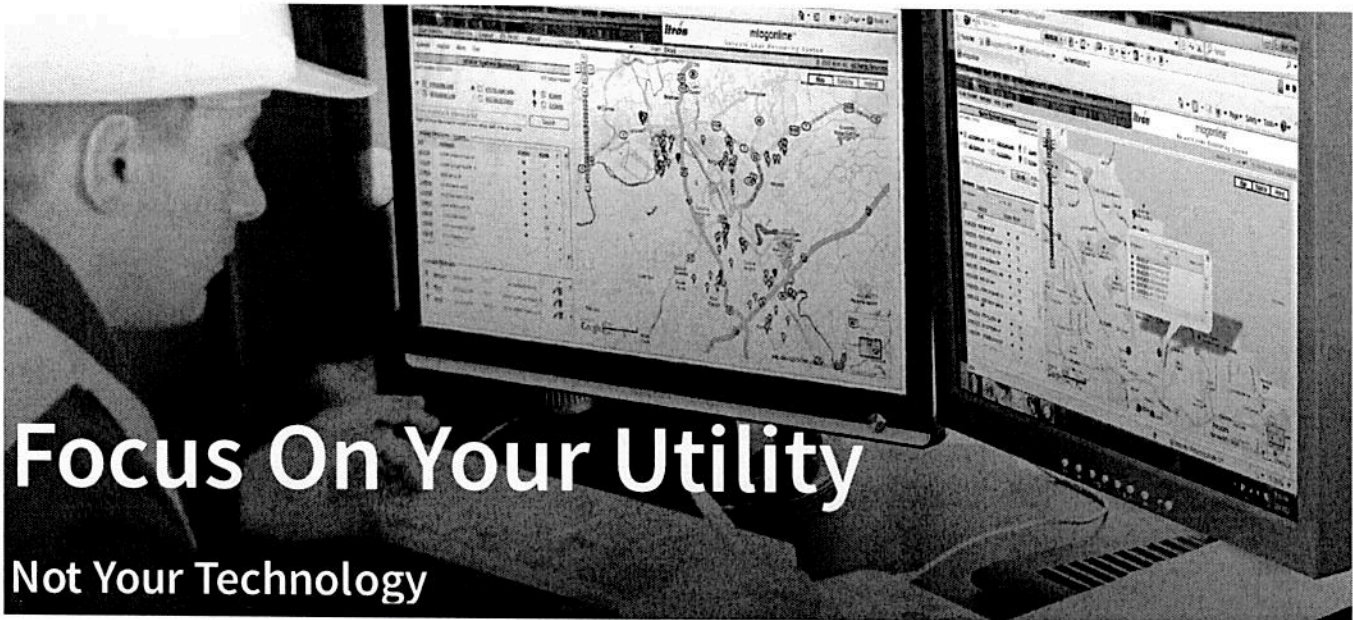




TECHNOLOGY PROCESS MANAGEMENT

PERFORMANCE DRIVEN I.T.

BY UNITED SYSTEMS



We Know Utilities and We Know Technology.

United Systems understands that utilities manage a multitude of details in the delivery of reliable water & energy services — all while keeping customers happy and engaged.

We also know that utility executives are concerned about the risks of having their IT network, used for core accounting applications, as well as connected to various ancillary support systems - SCADA systems, AMR/AMI systems, camera and security systems, GIS mapping systems and lab systems, etc.

Having worked with utilities for over 40 years certainly gives us insight. You want your IT to work - while being reliable, secure and up-to-date. United Systems' Technology Process Management (TPM) can solve this objective by merging our wealth of utility experience with our in-depth understanding of IT, yielding guaranteed results.

What is Technology Process Management?

Technology Process Management is the aggressive use of technology processes and skilled professionals to monitor and maintain your company's technology solutions. We use continuous monitoring and maintenance to ensure that critical IT systems are available and up to date for core business functions.

Our unique proactive approach to the management of your network & systems helps you to minimize downtime and maximize the productivity of your operations. We use consistent, repeatable processes to take charge of, locate and solve issues.

We keep your network, PCs and servers up and running, so that you can spend less time focusing on technology and more time focusing on the efficient operation of your utility.



Our Vision

TPM by United Systems, is here to be your partner. With our years of experience and technology partners we are able to take care of all your IT needs to allow you to focus on your utility. We are here to be your partner and help you succeed.

Why Choose TPM by United System?

PERSONALIZED SOLUTIONS AND SUPPORT

We know your time is valuable and your technology is critical. That's why we take time to visit with each client and understand their needs.

ONE STOP SHOP

We can help deliver all of your technology needs, whether it be computer or network security, phone and voice needs, or cloud services.

EXPERIENCE

We have years of experience in both large and small environments. We know what solutions are available and how to implement them in your utility.

TRANSPARENCY & HONESTY

We are here to partner with you long term. If we don't know the answer, we know someone who does. We aren't here to sell you something, we are here to provide long term solutions.

Support

SECURITY OPERATION CENTER (SOC)

Hackers are everywhere, 230,000 new malware samples are produced every day, and more than 18 million websites are infected with malware at any given time each week. TPM uses advanced security tools to monitor for threat detection, which include machine learning, artificial intelligence and global threat databases.

NETWORK OPERATION CENTER (NOC)

Our Network Operations Center (NOC) is watching your entire network, your servers, your internet connections, all of it. If a problem is detected we start remediation activities immediately minimizing any impact to your business. The NOC also proactively supports your environment, deploying security and software updates, and performance testing. You don't have to worry about if you are up to date.

SUPPORT DESK

Your technology is critical to your business success. We are here to support you when you need it. Available via phone, email and desktop app.

TECHNOLOGY CONSULTING

We know that technology is constantly evolving. Keeping up and maintaining your IT needs is a daunting task. We are constantly looking for new and better processes and software solutions to keep your utility at the forefront of technology.

Productivity

<p>BASIC MULTIFACTOR AUTHENTICATION (MFA/2FA)</p> <p>Multi Factor or Two Factor Authentication further enhances and secures your login information for Office 365 by sending a notification to your cell phone to ensure it is really you who is logging in.</p>	<p>ENTERPRISE PASSWORD MANAGEMENT</p> <p>Passwords are hard to keep track of. Our password management solution allows you to organize all your passwords in one location and easily share securely with anyone in your business</p>
<p>OFFICE DESKTOP SOFTWARE</p> <p>Your utility relies on email and office documents. That's why we include a solution which includes, business email, file sharing, and encrypted email options.</p>	<p>BACKUP / BUSINESS CONTINUITY</p> <p>Just because your data is in the cloud doesn't mean its safe. We include a solution to backup your important data such as email, contacts, calendars and files.</p>
<p>PROTECT AND RISK WATCH</p> <p>Your email environment is constantly monitored and your regular activity and access patterns is learned. Anything out of the ordinary is flagged and your security team analyzes it and secures your account if needed.</p>	<p>ADVANCED PHISHING PROTECTION AND TRAINING</p> <p>Phishing emails are the biggest threat to your security. Our artificial intelligence is constantly scanning your email box and learning your patterns to provide you the greatest protection from phishing attacks.</p>

Managed IT Services

The TPM by United Systems program provides affordable proactive IT management and support to growing utilities. Utilizing our unique framework for providing managed IT services, TPM by United Systems provides a range of proactive services to keep your computer systems up and running and your people and utility productive.

Features

- Site Assessment and Inventory
- Proactive Service
- Management and Status Reporting
- Best Practice Driven
- Automated and Reliable

Benefits

- Reliability
- Security
- Consistency
- Productivity
- Cost Management and Control
- Performance
- Managed Expansion and Growth

Our goal is to serve as your technology partner with a focus on providing solutions. We use a consultative approach to evaluate your technology needs and then advise on the best solutions for your current and future needs. TPM by United Systems can save your organization time and money through better use of appropriate technologies.

Service and Deliverables to Keep Your System Running Right

The TPM by United Systems program provides the critical tasks to keep your systems up and running. Tasks conducted by our TPM engineers to enable workstation managed IT services include:

- Site Assessment - Review system infrastructure and network security policies
- Network Consistency - Bring infrastructure and systems to a known state; install applications, patches, or updates required
- Site Database - Inventory database containing your system hardware and software
- Review Managed Service Activities - Service and support procedures, discretionary on-site time, and the parameters of the service

On-going Managed Services include:

- User Account Management
- Security Patch Management
- Software License Reporting
- Client Network Configuration Management
- 24x7 Workstation Monitoring
- Disk Space, Partition and Usage Management
- Software Deployment
- End User Remote Control
- Management Reporting
- System Inventory Reporting

On-Site System Administration Service

Comprehensive System Administration Services

Features

- On-site break/fix maintenance of MAC and Windows OS-based workstations and attached peripherals
- Knowledge transfer to in-house administrators and end users
- Optional on-site hardware maintenance

Benefits

- Increase efficiency: respond faster to problems and meet required service levels
- Increase effectiveness: only used when needed
- Realize value: reduce your cost of ownership

Comprehensive Services

Your on-site engineer can perform any of these tasks:

- Setup and deployment of new systems
- Assist with the allocation of system resources
- Assist in hardware failure determination and resolution
- Assist in hardware maintenance as required; diagnosis and repair of defective hardware by replacing parts, and installation of hardware upgrades and new systems

Third-Party Software Support Coordination

As an added service, TPM by United Systems will provide support coordination for the your third party vendors.

Features

- One number to call for issues with {Applications and Vendors} systems
- Provide a technical liaison to {Vendors}
- Track issues through resolution
- Provide matrix and analysis of issues

Benefits

- One point of contact - easy to remember and hand off for all aspects of the issue
- Consistent communication – helps to expedite a resolution
- Increased efficiency – users do not have to wait on-line with {Vendor} representatives to resolve issues

Prepared For

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Alliance Server G5

Description	Price	Quantity	Amount
Dell EMC PowerEdge T340 5U Tower Server - 1 x Intel Xeon E-2234 3.60 GHz - 8 GB RAM - 1 TB HDD - (1 x 1TB) HDD Configuration - Serial ATA Controller - 3 Year	\$0.00 Each	1	\$0.00

Kingston Enterprise SSD DC500M (Mixed-Use) 1.92TB	\$0.00 Each	2	\$0.00
Hard Drive Caddy WORKDONE 3.5 inch Hard Drive Caddy	\$0.00 Each	2	\$0.00
Kingston 16GB DDR4 SDRAM Memory Module	\$0.00 Each	2	\$0.00
Microsoft SQL Server 2019 Standard - License - 1 License	\$0.00 Each	1	\$0.00
Microsoft SQL Server 2019 - License - 1 User CAL	\$0.00 Each	5	\$0.00
Microsoft Windows Server 2019 Standard - License - 16 Core	\$0.00 Each	1	\$0.00
Microsoft Windows Server 2019 - License - 1 User CAL	\$0.00 Each	5	\$0.00
CyberPower CP1500AVRLCD Intelligent LCD UPS Systems	\$0.00 Each	1	\$0.00
TPM Labor TPM Onsite Labor	\$0.00 Per Hour	16	\$0.00
TRAVELLABOR Travel Time	\$0.00	5	\$0.00
Per Diem	\$0.00	1	\$0.00
SETUP Technical Services - Alliance Support	\$0.00	4	\$0.00

Description	Price	Quantity	Amount
Lenovo ThinkVision C27-30 27" Full HD WLED LCD Monitor - 16:9 - Raven Black Lenovo ThinkVision C27-30 27" Full HD WLED LCD Monitor - 16:9 - Raven Black - 27" Class - Vertical Alignment (VA) - 1920 x 1080 - 16.7 Million Colors - FreeSync - 250 Nit Typical - 4 ms Extreme Mode - 75 Hz Refresh Rate - HDMI - VGA	\$0.00 Each	4	\$0.00
Dell OptiPlex 7000 7090 Desktop Computer Dell OptiPlex 7000 7090 Desktop Computer - Intel Core i7 10th Gen i7-10700 Hexa-core (6 Core) 2.90 GHz - 16 GB RAM DDR4 SDRAM - 256 GB M.2 PCI Express NVMe 3.0 x4 SSD - Small Form Factor - Black - Intel Chip - Windows 10 Pro - Intel DDR4 SDRAM - DVD-Writer - English Keyboard - 200 W	\$0.00 Each	4	\$0.00
Dell ProSupport - 5 Year Upgrade - Service Dell ProSupport - 5 Year Upgrade - Service - 24 x 7 Next Business Day - On-site - Technical - Physical, Electronic	\$0.00 Each	4	\$0.00

Subtotal	\$0.00
Total	\$0.00

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.

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, unless sooner terminated in accordance with the terms hereof, 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 twelve (12) months 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' 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.

TERM AND TERMINATION

UNITED and/or CUSTOMER shall have the right to terminate this Agreement under any of the following conditions:

a) If one of the parties shall be declared insolvent or bankrupt.

b) If a petition is filed in any court and not dismissed in ninety days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute

c) If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties

b) If UNITED fails to perform its obligations under this Agreement with written notification and such failure continues for a period of ten (10) business days, CUSTOMER has the right to then terminate the agreement sixty (60) days after written notice of the default.

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 75% 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.

Exhibit 1

Number of users: 5

Number of locations: 1

Location address: 245 Kentucky Route 680, McDowell, KY 41647

Onboarding Fee: Waived

Monthly Billing: \$1200

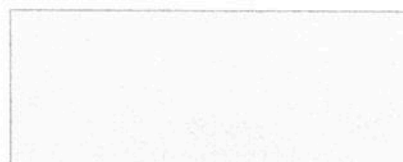
Beginning on the Effective Date of this agreement which is the date signed, client will be billed according to the above-stated payment schedule, in advance for applicable fees. Monthly service overage charges and hardware/software costs, if any, shall be billed monthly. Any amount due under this Agreement shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Any amount not paid within thirty (30) days of the date of each invoice shall be subject to an interest charge equal to the lesser of 18% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within five (5) days of the receipt of an invoice therefore will be deemed approved and accepted by Client.

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)



(Paula)



(Jeff)

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