

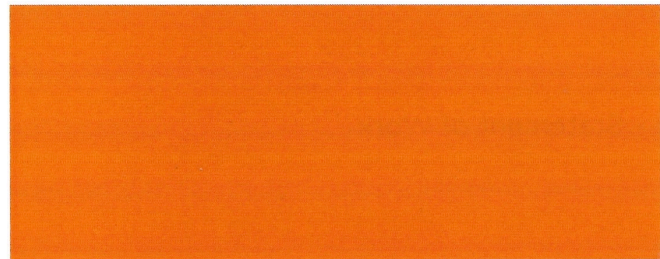
ELASTICITY

STRETCHING BOUNDARIES

CENTRAL STATES WATER
RESOURCES

Communications + Website
Statement of Work

April 2019



MARKETING COMMUNICATIONS

Central States Water Resources (CSWR) is engaging Elasticity to serve as the organization's outsourced corporate communications and marketing department, inclusive of all aspects of integrated communications programming including public relations, creative execution, social media strategy, paid media, content creation, executive communications and website management.

Elasticity will work seamlessly as part of the CSWR team and its leadership to build a communications foundation and execute ongoing efforts to reach audiences and ensure appropriate positioning focused on shaping reputation and managing critical operational and business issues.

BUDGET

What follows is a monthly budget to commence April 15, 2019. It is not inclusive of paid or "net" media, printing costs, travel or out-of-pocket expenses nor the expense for the development of a new centralstateswaterresources.com (which can be budgeted separately).

LINE ITEM	DETAIL	HOURS	RATE	BUDGET
Program mgmt.	Day-to-day communications project management, staff meeting support, communications strategy, consultation.	48	\$150	\$7,200
Social media mgmt..	Overall social media content strategy and execution focused on proactive and reactive engagement with online communities, customers, regulators and other key audiences.	50	\$130	\$6,500
Creative execution	Ongoing creative services support including content creation such as photographic, video, design and copywriting related pieces for use in social media, website and print pieces.	52	\$150	\$7,800
Paid media mgmt.	Strategic direction and management of paid media spending.	10	\$150	\$1,500
Net paid media	Paid targeting of specific audiences to build brand reputation and deliver key messages and insights.	n/a	n/a	TBD
Media relations	Ongoing proactive and reactive media relationship building, media outreach and pitching.	40	\$130	\$5,200
Community engagement	Support for community meetings and well as working to identify and engage with community organizations in the communities served by CSWR.	20	\$130	\$2,600
Monitoring, analytics and reporting	Ongoing brand monitoring and monthly reporting on all activities including paid, owned and earned marketing efforts.	15	\$135	\$2,025
Website management	Ongoing content support and content updates of CSWR website	6	\$150	\$900
MONTHLY TOTAL				\$33,725

WEBSITE REDESIGN / DEVELOPMENT

The CSWR website (www.centralstateswaterresources.com) will need to be recreated to better reflect the communications platformed being developed. The new site will ensure visitors take the user journey intended to meet our communication goals.

PROPOSED SOLUTION

To achieve the overarching goals of the project, we've put together some preliminary ideas and assumptions that we've used to frame our proposal. Changes to any of these has the potential of changing the estimate. If a feature isn't listed here explicitly, it is NOT part of the estimated cost.

- Develop a new structure, content strategy, navigation and user-focused flow
- Design driven by content needs
- Ensure a technical SEO foundation is present
- CMS training will be administered and a basic user guide will be created
- The site will be responsive and built in WordPress Multi-site
 - "Clone Site" feature will allow for current sites to be duplicated to create matching pages for future acquisitions
- We will use Gravity Forms for all site forms
- We will create ONE master instance and provide instructions for creating duplications.
- This website-specific SOW contains NO time for content creation, hosting fees, domain purchases or any other out-of-pocket expenses

DELIVERABLES

The establishment of hard deliverables is key in determining a project's success. To that end, the following items are considered hard deliverables:

- Map out the current site, in Excel, to identify every page
- Conduct a discovery meeting to establish user journeys
- Based on discovery, create new information hierarchy that facilitates the determined user journeys
- Once the information hierarchy is approved, wireframe the homepage demonstrating what elements go where on the page
- After the wireframe is approved, design the new homepage layout (providing two options and up to three rounds of edits for each)
- Following approval, code homepage and begin wireframing subpages
- Code as subpages are approved

BUDGET

What follows is a budget to commence May 1, 2019. It is inclusive of all activities required to plan, design and code your new website. If a function is not detailed above, it is NOT included in this estimate.

LINE ITEM	DETAIL	HOURS	RATE	BUDGET
Program mgmt. & UX Strategy	Day-to-day communications project management, staff meeting support, communications strategy, consultation.	65	\$120	\$8,800
	Facilitation of client discovery session, creative consultation for the adherence to UX & SEO principles, development/technical oversight, development of basic CMS guide and testing/QA of site throughout the development process.			
Design	Two homepage options with two rounds of editing each. Following approval, all necessary subpage templates to be designed and will include one round of editing each. We are assuming 5-7-page designs.	70	\$120	\$9,400
Development & Testing	Set-up of development and server environments, configuration of CMS, build-out of page templates, establishment of basic technical SEO structure, functional requirement implementation as described above and testing and support for 30-days post launch.	85	\$120	\$10,200
TOTAL				\$28,400

LEGAL DOCUMENTATION

This scope of work agreement (“Agreement”) sets forth the terms and conditions pursuant to which Central States Water Resources (“Client”) agrees to engage Elasticity, LLC (“Agency”), headquartered at 1008 Locust Street, Suite 300, St. Louis, MO 63101, to provide donation coordination services for the budget agreed upon in this document (“Budget Summary”).

Payments/Reconciliation: The client shall **pay an advance fee of \$67,450** (or the sum of two months of work) within two weeks of the contracted start date of April 15, 2019. Ongoing, all expenses outlined above will be invoiced monthly, and Client agrees to pay undisputed amounts within 30 calendar days after receipt of the invoice. In addition, Client shall be responsible for the payment of all invoices submitted by third parties approved by prior Client approval. Agency will forward to Client all invoices submitted by approved third parties and Client shall pay all such invoices consistent with the terms of this Agreement. If Client’s account with Agency becomes overdue, and for each 30-day period thereafter, Agency will charge Client a late payment fee equal to 1 percent simple interest per month of the unpaid balance.

Right to materials produced: To the extent that Client has paid Agency, any advertising, media, or other materials which Agency produces on Client’s behalf in accordance with production estimates approved by Client will become Client’s property. Agency represents and warrants that it has not and will not infringe on the intellectual property rights of any third party in the performance of its services under this Agreement. Notwithstanding the foregoing, Client understands that materials may incorporate third party materials. Agency represents and warrants that it will not incorporate any third-party materials that infringes upon the intellectual property rights of any third party. Agency shall treat as strictly confidential and shall not disclose any documents or information furnished to it by the Client in connection with this Agreement, except to the extent that such documents or information can be shown to have been: (a) previously known by the Agency; (b) in the public domain (either prior to or after the furnishing of such documents or information hereunder) through no fault of the Agency; or (c) unless compelled to disclose by judicial or administrative process (including without limitation in connection with obtaining the necessary approvals of this Agreement and the transactions contemplated hereby of governmental or regulatory authorities) or by other requirements of law.

Search Engine Optimization & Social Media/Limitation of Liability

Agency makes no guarantees regarding specific results of any Search Engine Optimization services that it may perform for Client.

Limitation of Liability

Notwithstanding any provision to the contrary and except for the Agency’s indemnification obligations herein, the total liability of Agency or Client and its employees and consultants or subconsultants, for all losses, damages, costs, and expenses, including attorneys’ fees, to Client or Agency shall not exceed the aggregate amount paid or payable to Agency under this Agreement, regardless of the legal theory under which such liability is imposed, whether in contract, tort, warranty, or otherwise

Term/Termination: This agreement shall be effective as of **May 1, 2019**, and shall continue until terminated by either party upon **90 days prior written notice** to the other. Agency’s rights and obligations shall continue in full force during the notice period, but, unless otherwise agreed to by Client and Agency, Agency’s responsibilities shall be limited to those in connection with then-existing projects. Upon termination, subject to obtaining any necessary consents of third parties, Agency will use its best efforts to transfer any reservation, contract, or arrangement made by Agency for Client prior to the termination date which continues beyond the termination date. Agency will be entitled to its fees and payments for services satisfactorily performed prior to the

effective date of the termination. Upon termination, provided that Client has no outstanding indebtedness to Agency and Client assumes any third-party obligations previously agreed to in writing by Client prior to termination, Agency shall transfer all property and materials owned by Client that are under Agency's control.

Indemnification – Agency responsibility: Agency agrees to indemnify and hold Client harmless from and against any and all third party claims, demands, regulatory proceedings, damages, costs (including settlement costs), and expenses (including, reasonable attorneys' fees) arising from any claim resulting from Agency's breach of this Agreement or pertaining to libel, slander, defamation, copyright, trademark, trade secret, patent, or other intellectual property right infringement, invasion of privacy, piracy, and/or plagiarism arising from Client's use consistent with this Agreement . Provided, however, in no event shall Agency be responsible to Client to the extent any findings of guilt or liability are based on: (1) Client's negligence or willful misconduct; (2) infringing materials provided by Client to Agency; (3) Client's modification of any final materials; and (4) the combination, operation, or use of any final materials with any product, data, apparatus, or business method in a manner for which the final materials are clearly not designed or intended. Client must promptly notify Agency of all claims pursuant to this paragraph.

Indemnification – Client responsibility: Other than that for which Agency agrees to indemnify and hold Client harmless pursuant to the previous paragraph or any losses caused by Agency's negligence or willful misconduct, Client hereby agrees to indemnify and hold Agency harmless from and against any and all third party claims, demands, regulatory proceedings, damages, costs (including, without limitation, settlement costs), and expenses (including, without limitation, reasonable attorneys' fees) arising from Client's performance of its obligations set forth in this Agreement.

Survival of obligations: All indemnification obligations shall survive the termination of Agency's services or the termination or expiration of this Agreement.



Non-solicitation: During the term of this agreement and for a period of 6 months thereafter, Client shall not solicit, employ or otherwise retain the services of any employee of Agency, provided that the foregoing shall not apply to any general solicitation directed at the public in publications available to the public or any solicitation not specifically directed at Agency employees.

Relationship Between the Parties: Neither party (nor any employee, subcontractor, or agent thereof) shall be deemed or otherwise considered a representative, agent, employee, partner, or joint venturer of the other. Neither party (nor any employee, subcontractor, or agent thereof) shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner.

Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to the choice of laws principles thereof.

APPROVALS

The associated fees are accepted for Central States Water Resources to be executed by Elasticity.

CSWR	ELASTICITY
signature:  name: <u>Josiah Cox</u> title: <u>President</u> date: <u>4-25-19</u>	 signature: _____ name: <u>Aaron Perlut</u> title: <u>Partner</u> date: <u>April 24, 2019</u>



Managed IT Services SOW

Quote #002386 v1

Prepared For:

CSWR

Mandy Keubler
1630 Des Peres Road
Suite 140
St. Louis, MO 63131

P: (314) 380-8544

E: mkeubler@cswrgroup.com

Prepared by:

Pearl Solutions Group

Floyd Bell
4 Research Park Drive
Ste 100
Saint Charles, MO 63304

P: 636-949-8850

E: floyd.bell@pearlsolves.com

Date Issued:

08.30.2022

Expires:

09.30.2022

Scope of Services

This Statement of Work ("SOW") is governed under the Master Service Agreement (the "Agreement") between Pearl Solutions Group, LLC, a Missouri limited liability company ("us", "our", "we" or "Pearl ") and you, the entity who signs this document in the signature block below, electronically or otherwise ("you", "your" or "Client"). This SOW is effective as of the latest date of the signatures of the parties below ("Effective Date").

Services Proposal

Ongoing / Recurring Services

The services described below (collectively, "Services") will be provided to you under this SOW. Services that are not specifically described in this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

Proactive System Administration - streamlines device support while enabling employees to work securely

- Patch Management for Windows and third-party patches
- Network monitoring and alerting
- Device Monitoring
- Managed Next-Gen Anti-Virus
- Management of Firewall Appliance with SSL VPN
- Quarterly Firmware Updates for Servers, Firewall and Network Switches
- Asset Tracking
- Compliance Reporting
- Remote Manager
- Client Portal for submitting and accessing ticket status

Professional Services - All depot and remote break-fix issue resolutions and Client infrastructure management are included as part of this agreement. Break-Fix is defined as any piece of covered IT equipment working previously. Infrastructure management includes but is not limited to the addition or removal of users from the Client systems, modification of local and cloud security settings, domain whitelisting, etc..

- Remote: We will attempt to fix most issues over the phone and via our remote client.
- On-Site: It may be required to send a technician. Service Provider will determine if an on-site technician is required and will seek Client approval before proceeding. Hourly rate applies.
- Depot: We may need to bring a device back to our lab for service.
- After Hours: The Client may call our after-hours number at no additional cost for break-fix issues. We will determine if the issue should be addressed at that time.
- Project Labor: Client will be presented with project proposals for approval.

Project Labor

Remote and/or depot server and workstation MACs (moves, adds or changes) such as configuring a new iPad, computer or installing a new piece of software, etc. as well as any onsite services regarding servers, workstations and network will be covered under this agreement up to four (4) hours per month. If project labor and office hours exceeds four (4) hours, Client will



Scope of Services

be billed at the standard hourly service rates.

Proactive Services

Service Provider will actively monitor the Client's covered devices using our software platform. Any issues that are encountered and can be address as a part of this agreement will be resolved automatically. Client will be notified quickly of any issues encountered that are not covered under this agreement for approval to fix the issue.

Data Backup

Pearl will proactively provide the following backup and recovery services ("BDR Services"):

Managed backup of services listed below

- Secured Cloud backup
- 24/7 monitoring of backup solution
- Monitoring of backup successes and failures
- Troubleshooting and remediation of failed backup events

Backed-Up Services

Backup of Microsoft 365 data including user mailboxes, OneDrive and SharePoint is included within the managed services program will be backed up as described above.

Storage Limitation: Client will be allocated 1 TB of cloud storage space for backup and recovery purposes. Any space required or requested by Client beyond this amount will be provided to Client in blocks of 1 TB, at the cost of \$55 per block per month.

Backup Frequency: Cloud backups will daily at a pre-set time that is agreed upon with the client.

Backup Data Security: All backed up data is encrypted in transit and at rest in 256-bit AES encryption. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities.

Backup Retention: Servers and workstation included in the Pearl backup service will be configured with a 28-day retention policy.

License Grant

All Backup services include a local software agent ("BDR Software") that will be deployed to the client server or workstation. Pearl hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this contract, to use the BDR Software in conjunction with the BDR related services provided by Pearl.

Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below) and are subject to technician availability. Unless we agree otherwise, all onsite Services will be provided at 1630 Des Peres Road, Suite 140, St. Louis, MO 63131.

Managed Equipment / Hardware / Software

The Services will be applied to the following equipment / hardware ("Covered Hardware"):

- Managed Firewall Appliance with SSL VPN, IPS and IDS
- Client primary location network switch(s)
- Client primary location network laser printer(s) or MFD(s)
- End user workstations
- End user iPad devices



Scope of Services

- Client primary location conference room AV devices

The Services will apply to the following software (“Supported Software”) provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer:

- Microsoft Windows Desktop (all editions included in current Microsoft Lifecycle Policy)
- Microsoft Office (all editions included in current Microsoft Lifecycle Policy)
- Microsoft 365 on any Microsoft approved device and OS
- Microsoft SharePoint, OneDrive and Teams
- Microsoft Azure AD (excludes IaaS subscription)

Client Success Manager

- Primary point of contact for escalation
- Quarterly review of business objectives
- Implementation of a custom technology roadmap
 - Equipment life-cycle
 - Warranty coverage/renewal
 - Emergent technology review

Cyber Security

- Managed Next-Gen Antivirus software
- DNS Protection
- End user security training and test phishing
- Anti-ransomware Protection
- Dark Web Monitoring
- Annual Security Assessment

Additional Contract Services

- End user on and off boarding
- Client dashboard for ticket management
- Client admin access to remote device control portal

Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; repair and remediation services (if applicable) will be provided only during business hours unless otherwise specifically stated in this proposal. Pearl will respond to problems, errors or interruptions in the provision of the Services in the time frames described below. Severity levels will be determined by Pearl in our reasonable discretion. All remediation services will initially be attempted remotely; Pearl will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Critical: Service not available (all users and functions unavailable)	Response within one (1) business hour after notification.
High: Significant degradation of service (large number of users or business critical functions affected)	Response within two (2) business hours after notification.
Moderate: Limited degradation of service (limited number of users or functions affected, business process can continue).	Response within four (4) business hours after notification.
Low: Small service degradation (business process can continue, one user affected).	Response within one (1) business day after notification.



Terms; Termination

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational, ("Commencement Date") and shall continue thereafter until the completion of the Services under all Proposals unless sooner terminated pursuant to Sections below.

- Either Party may terminate this Agreement, effective upon 90 days written notice to the other Party (the "Defaulting Party") if the Defaulting Party:
 - materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach;
 - becomes insolvent or admits its inability to pay its debts generally as they become due;
 - becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing;
 - is dissolved or liquidated or takes any corporate action for such purpose;
 - makes a general assignment for the benefit of creditors; and
 - has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- Notwithstanding anything to the contrary in above section, Pearl may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder: (a) and such failure continues for 10 days after Client's receipt of written notice of nonpayment; or (b) more than 2 times in any 12 month period;
- The rights and obligations of the parties set forth in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
- Upon expiration or termination of this Agreement:
 - Pearl shall (i) promptly deliver to Client all Deliverables (whether complete or incomplete) for which Client has paid, all Client Equipment and all Client Materials, (ii) promptly remove any Pearl Equipment located at Client's premises, (iii) provide reasonable cooperation and assistance to Client upon Client's written request and at Client's expense in transitioning the Services to an alternate service provider, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided;
 - Client shall pay and reimburse Pearl for its costs in providing the transition services set forth in the above Section at its then-current billable rates; and
 - each Party shall (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information, (ii) permanently erase all of the other Party's Confidential Information from its computer systems and (iii) certify in writing to the other Party that it has complied with the requirements of this clause; provided, however, that Client may retain copies of any Confidential Information of Pearl incorporated in the Deliverables or to the extent necessary to allow it to make full use of the Services and any Deliverables. Notwithstanding anything herein to the contrary, Vector Choice may permanently delete all of Client's information in its possession six (6) months following the date of expiration or termination of this Agreement.

This SOW will continue for a term of three (3) years from the Effective Date. After the expiration of the Initial Term, this Agreement shall automatically renew for an additional one-year term (each a "Renewal Term") and shall thereafter continue to renew for additional one-year Renewal Terms, each year, until and unless either party sends a notice of non-renewal to the other, at least ninety (90) days prior to the end of the then pending Initial or Renewal Term. Each year, upon renewal and commencement of each Renewal Term, the rates and fees payable by Client to Vendor hereunder, for Vendor services, including without limitation the rates and fees for Additional Services as set forth in this Agreement or in any Fee Schedule provided hereunder, shall automatically increase by an amount equal to five (5)% of the rates, fees, and amounts chargeable during the immediately preceding Initial Term or Renewal Term.



Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- Server hardware must be under current warranty coverage.
- All servers with Microsoft windows operating systems must be running Microsoft-support server software and have all of the latest service packs and critical updates installed. Similarly, all desktop pc's and notebooks/laptops with Windows® operating systems must be running Microsoft-supported operating software and have all of the latest Microsoft service packs and critical updates installed.
- All server and desktop software must be genuine, licensed and vendor supported.
- Server file system and email system (if applicable) must be protected by licensed and up-to-date virus protection software.
- The environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored and which sends job status notifications.
- A vendor-supported hardware firewall device capable of SNMP reporting must be part of the network and sit between the internal network and the public internet.
- All wireless data traffic in the environment must be securely encrypted.
- There must be an outside static IP address assigned to a network device, allowing RDP or VPN access.
- All servers must be connected to working UPS devices.
- Client must provide all software installation media and key codes in the event of a failure.
- Any costs required to bring Client's environment up to these minimum standards are not included in this SOW.
- Client must provide us with exclusive administrative privileges on all Covered Hardware.

****NOTE**** If the Environment does not meet the above Minimum Requirements, the Client agrees to the creation of a technology roadmap to upgrade the Environment to meet these standards.

Exclusions

Services that are not expressly described in this SOW will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by Pearl. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, must be agreed upon by Pearl in writing:

- Customization of third-party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

Authorized Contacts

In addition to the signatory to this SOW, the following person(s) shall be an Authorized Contact for Client:

Mandy Keubler | mkeubler@cswrgroup.com

Spencer Hoppes | shoppes@cswrgroup.com



Pearl Equipment

Return of Pearl Equipment

Within ten (10) days after the effective date of termination or expiration of this SOW, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by Pearl that were used in the provision of the Services. Administrative access to this equipment will be provided to the Client during this period and no alterations in the functionality of this hardware will occur as a response to the termination or expiration of this SOW. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.



Monthly Contract Pricing

Description	Price	Qty	Ext. Price
Managed IT Services - Per User Monthly Recurring Cost	\$60.00	60	\$3,600.00
Managed IT Services - Per Site Monthly Recurring Cost	\$115.00	1	\$115.00
Initially, you will be charged the monthly fees indicated in this SOW. Thereafter, if the amount of Covered Hardware or Supported Software changes, or if the number of authorized users accessing the Environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes. Under no circumstances will the number of authorized users, or the quantity of Covered Hardware or Supported Software drop below the amounts initially indicated in this SOW without our consent.			
Subtotal:			\$3,715.00



Additional Terms

Return of Pearl Equipment

Modification of Environment

Changes made to the Environment without our prior knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under this SOW. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge.

Anti-Virus: Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In order to improve security awareness, you agree that Pearl or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in this SOW, the scope of this SOW does not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client's confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

Environmental Factors

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in this SOW, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

Fair Use Policy

Our Fair Usage Policy ("FUP") applies to all services in this SOW that are described or designated as "unlimited." An "unlimited" service designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in this SOW, all unlimited services are provided during our normal business hours only and are subject to our technicians' availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

Patch Management

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to



Additional Terms

fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Backup (BDR) Services

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither Pearl nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless.

Procurement

Equipment and software procured by Pearl on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Pearl does not make any warranties or representations regarding the quality, integrity or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Pearl is not a warranty service or repair center. Pearl will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Pearl will be held harmless.

Quarterly Business Review; IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Pearl's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Pearl is not endorsing any particular manufacturer or service provider.

HaaS

You will use all Pearl -hosted or Pearl -supplied equipment and hardware (collectively, "Infrastructure") for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure is violates the terms of this SOW or the Agreement.

Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Pearl, or that is in "end of life" or "end of support" status, we may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by Client-designated policies, which may be modified by Client as necessary or desired from time to time. Initially, the policies will be set to a baseline standard as determined by Pearl; however, Client is



Additional Terms

advised to establish and/or modify the policies that correspond to Client's specific monitoring and notification needs.

Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

VCTO or VCIO Services

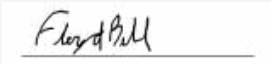

The advice and suggestions provided us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Pearl will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the Pearl on Client's corporate records or accounts.

Sample Policies, Procedures.

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

Quote Summary	Amount
Monthly Contract Pricing	\$3,715.00
Total:	\$3,715.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance	
<p>Pearl Solutions Group</p> <div style="text-align: center;">  </div> <p>Floyd Bell Signature / Name</p> <p>08/30/2022 Date</p>	<p>CSWR</p> <div style="text-align: center;">  </div> <p>Mandy Keubler Signature / Name</p> <p>8/30/2022 3:32:21 PM Date</p> <p>mduncan@cswrgroup.com Email Address</p> <p>35.134.151.130 IP Address</p> <p>_____ PO Number</p>