

**JACSTER TECHNOLOGY**  
**MONTHLY RATE IT SERVICES AGREEMENT**

**Scope of Included Services:** See Exhibit A.

1. **Engagement.** Client hereby engages Jacster Technology, LLC (“Consultant”) for the initial term set forth above, to provide services in support of Client’s computer, electronic and information technology systems (“IT Services”) located at the Service Address. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall be automatically renewed and extended for an additional six months term unless stated otherwise or one of the parties hereto serves notice upon the other of intent not to renew the Agreement at least thirty days prior to the renewal date.

2. **Scope of Included Services.** Consultant will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. Consultant will decide whether to perform IT Services at the Service Address or off site. Client agrees not to make unreasonable requests for services. See Exhibit A.

3. **Pricing; Additional Services.** The Monthly Base Rate set forth covers the cost of IT Services coming within the Scope of Included Services. Charges for additional services, if any, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Consultant’s standard rates in effect at the time service is provided. The Base Rate does not include the cost of any hardware, software, equipment, or supplies or any out-of-pocket expenses incurred by Consultant unless specifically identified as included in the Scope of Included Services.

4. **Payment; Suspension or Termination of Services.** Payment of the Monthly Base Rate is due on the first day of each month during the term of this Agreement and shall be considered delinquent if unpaid within

fifteen (15) days of the due date. Client shall pay invoices for any additional amounts due to Consultant within fifteen (15) days after receipt unless otherwise indicated on the invoice. Consultant shall have the right to suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. Client shall have the right to terminate this Agreement in the event that Consultant fails to meet the Required Performance Standard established by the Service Guarantee described in Exhibit B; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Consultant written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance standard.

5. **Price Adjustments.** Consultant shall have the right to propose an adjustment to the Monthly Base Rate, as provided on Exhibit A, in the event of equipment purchases, substantial changes in the demand for IT Services initiated by Client, material increases in costs to Consultant, or if Client’s demand for IT Services during any twelve-month period during the term of this Agreement should exceed the Adjustment Threshold. Adjustments to an agreement can be added by the client or the consultant at any time and the agreement will be updated to reflect the change.

6. **Use of Software.** Authorization to use any software provided by Consultant to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, or distribute the software, or make any unauthorized use of Consultant materials. Modification of such



materials or the use of such materials for any purpose not authorized by Consultant is prohibited.

7. Ownership of Work Product. Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Consultant and/or Consultant Personnel; and/or (ii) through collaborative efforts of Consultant (including Consultant Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to Consultant; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including Consultant Personnel and Client Personnel) without the express, written consent of Consultant, which consent may be withheld. Upon request of Consultant, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Consultant.

8. Disclaimer of Warranties. IT Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, Consultant disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Consultant does not warrant that use of software or products furnished by consultant will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

9. Limitation of Liability. In no event shall consultant be liable to the Client or any other party for any special, exemplary, incidental or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. Nor is the consultant responsible for any violation that the Client may incur from local, state, or federal governments or entities including but not limited to; HIPAA, PCI, Piracy, Copyrights, Trademarks, or any other compliance or laws.

10. Actions. No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

11. Good Faith. The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

12. Miscellaneous. This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this

agreement shall be valid unless the same are in writing and signed by all parties hereto. Consultant is an independent contractor, and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. Consultant shall not be liable to Client for any failure or delay caused by events beyond Consultant's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, or accessibility to work site. The headings contained herein are for convenience of reference only and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Texas. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

## **EXHIBIT A**

### Jacster Technology Fixed Rate Support Proposal

#### **Scope of Included Services**

Subject to the monthly limitation, the following IT Services for Client's systems located at the Service Address, are included with the Scope of Included Services:

#### **Managed Services:**

- Phone and Remote Support
- PC migrations (Assuming a 3 – 4 year replacement cycle) one migration per new machine purchased.
- Installation of purchased software on servers and workstations
- Miscellaneous day to day technology issues
- Installation of new Microsoft Operating systems as released
- Equipment quoting and acquisition

#### **Engineering Rate Services:**

- Wired/Wireless Network creation, design, and implementation
- Multiple site connectivity
- Router installations
- Storage design and implementation

#### **The following items are excluded from the Scope of Included Services:**

- All out of scope items will be quoted in advance
- All hardware purchases. We will specify, quote, and deliver, but the hardware will be billed separately from this agreement.
- Technical project work or work that falls outside of day to day support.
- Software Programming work
- Network Drops and Cabling work
- Printer, Copier, and Multifunction Hardware Repair
- Phone system, phone replacement, or Maintenance
- Specialty software support (CAD applications, Great Plains, Quickbooks, and etc). We will troubleshoot to the application, but if there are issues or configurations in the specialty application, it will not be covered.
- Any unreasonable service requests
- Spyware detection or removal
- HIPPA Compliance
- Any work exceeding Monthly Limitation

Monthly limitation means a set number of hours of IT Services performed by Consultant personnel in any 1 month- period occurring during the term of this Agreement.

#### **Prices for services for non-contracted devices:**

Engineering Hourly Rate: \$200.00 /hour  
Mileage: \$0.58 /per mile, if outside of 50 miles from Main office.

## **EXHIBIT B**

### Service Guarantee

Consultant will provide all customary, scheduled, and routine services required under this Agreement in a reasonably prompt and timely manner. In addition, Consultant shall meet or exceed the following requirements in responding to specific requests for service:

#### Requests involving Outages:

- Initial response to issue – Required within 4 hour
- Technical work begins on the issue – Required within 8 hours
- Resolution of issue – Required within 3 days

#### Requests involving Non-outages:

- Initial response to issue – Required within 24 hours
- Technical work begins on the issue – Required within 3 days
- Resolution of issue – Required within 1 week

**“Outages”** refers to a problem causing a required business function to be non-operational for the organization or individual

**“Non-outages”** refers to a problem that has an acceptable work around or any other request for service that does not involve an outage.

Consultant will be responsible for tracking and reporting response times. If, during any three-month period, these requirements are not met at least 90% of the time (the “Required Performance Standard”), then Consultant’s performance shall be deemed deficient for such period.