

# MBA BUSINESS SOFTWARE CUSTOMER AND END USER AGREEMENT

This Customer and End User Agreement (hereinafter referred to as the “Agreement”) is entered into by and between MBA BUSINESS SOFTWARE, INC., a Georgia corporation having its principal place of business at Suite 520, 6100 Lake Forrest Drive, Sandy Springs, Georgia 30328-3827 (hereinafter referred to as the “Company”), and the Company’s customer and/or end user (hereinafter referred to as the “Customer”). The Parties, intending hereby to be legally bound, agree as follows:

**1. Term:** For “Per User Managed Services” or Managed Service Provider with ERP, or any other MSP Product for which the Customer executes a written Acceptance of this Agreement, this Agreement shall commence on the date specified in the signed Acceptance of this Agreement. For all Company services and products that are ordered or added through the Company’s billing portal, as specified in Exhibit “A” annexed hereto (said Exhibit “A” being incorporated into this Agreement and made a part hereof, by this and all other references thereto), this Agreement, for such services shall commence on the date specified on the initial invoice to the Customer. This Agreement shall have an “Initial Term,” depending upon the services selected by Customer, as specified in Exhibit “A” annexed hereto. After such Initial Term, the Agreement shall automatically renew for successive one-month terms (“Successive Term”) unless either Party notifies the other, at least thirty (30) days prior to the end of the Initial Term or any successive term of such Party’s desire to terminate the Agreement at the end of the then effective term. If Customer terminates this Agreement or the Agreement is terminated due to non-payment or other material breach of this Agreement by Customer in any twelve (12) month period, the Company reserves the right to charge a reinstatement penalty of at least three (3) months of the contracted services as specified in the then current Exhibit “A”.

**2. Acceptance of Agreement:** By signing the Acceptance of this Agreement, or by ordering services and/or products through the Company’s online portal, Customer agrees to be bound by the terms of this Agreement. Additionally, by using any “Company Provided Software” provided pursuant to this Agreement, and by using any Customer owned or supplied software installed by or utilized by the Company, Customer agrees to be bound by the terms of the software

manufacturer's End User License Agreement ("EULA") covering each such software product. The software manufacturer's EULA shall be available from the Company (for Company Provided Software) upon request, or Customer may obtain a copy of the EULA from the software manufacturer directly.

**3. Products and Services:** The Company shall provide remote managed software and IT services, including, but not limited to, the following:

**a. Standard Per User Managed Services:** If the Customer elects to receive only the Company's "Standard Per User Managed Services," the Company shall provide the services, software and devices specified in Exhibit "A" annexed hereto.

**i.** Basic hardware maintenance included with Per User Managed Services is provided consistent with Company's position as an IT Provider - i.e., the Company is not a general repair shop or provider. The Company does not include such things as repairing or cleaning printers or copiers, tablets, etc. Basic hardware support for devices on Customer's network would include the Company's reasonable best efforts for basic setup of such hardware, but Customer recognizes that primary support is provided by a vendor or reseller of the hardware.

**ii.** Hardware replacement is included but is limited to minor equipment replacements such as, but not limited to, swapping out Customer hardware with new or additional hardware purchased by Customer, including implementing workstations, but does not include, without limitation, more expansive hardware replacements such as implementing new servers, etc., at the discretion of the Company.

**iii.** Basic support for any Customer owned antivirus and/or firewall, the Company will use its reasonable best efforts to provide general basic support for the Customer, but passing along any needed support to the vendor of the software or hardware, as may be needed.

**b. Per User Managed Services with Security:** If the Customer elects to receive "Per User Managed Services with Security" the Company shall supply, in addition to the Standard Per User Services specified hereinabove, the services, software and/or appliances for Firewall-as-a-Service and Antivirus-as-a-Service hereinbelow and as specified in Exhibit "A."

- c. Special Per User Managed Services:** Any specialized and customized Per User Managed Services shall be negotiated between the Company and Customer, the details, scope and pricing of which shall be specified in an Attachment-1 to Exhibit “A.”
- d. Firewall-as-a-Service:** Customer can elect to have the Company provide, implement and maintain a Firewall as a monthly service. Firewall-as-a-Service includes the devices, software, products, and services specified in Exhibit “A.”
- e. Antivirus-as-a-Service:** Customer can elect to have the Company provide, implement and maintain antivirus protection software as a monthly service. Antivirus-as-a-Service includes the software, products, and services specified in Exhibit “A.” This Service does not include support for Customer’s devices and hardware but only for the software provided for the Customer’s devices.
- f. Backup-as-a-Service:** Customer can elect to have the Company provide, implement and maintain backup protection software as a monthly service. Backup-as-a-Service includes the software, products, and services specified in Exhibit “A.” This Service does not provide support for Customer’s devices and hardware, but only for backup related issues on Customer’s local devices unrelated to an issue with Customer’s devices themselves.
- g. Managed Services with ERP and/or CRM Modules:** Customer can elect to have the Company provide Managed Services for ERP and/or CRM software. Such services include those specified in Exhibit “A.” Support provided is for the ERP or CRM product only, and does not cover issues with Customer’s servers, workstations, or hardware, unrelated to the ERP or CRM. These services do not include the ERP or CRM product itself, and support does not include the product or service of Customer’s ERP or CRM servers and systems.
- h. Hosted Products and Services:** Customer can elect to have the Company provide hosted products and services, as specified in Exhibit “A.” For all Hosted Products and Services, the Company shall provide support for the product/service/environment itself, and the product/service/environment as installed on Customer’s local devices. This support does not provide support for customer’s local devices themselves, but only for the product/service as installed on such devices. For hosted products and services, if it is determined by the Company and any service issue is the result of issues with the

Customer's servers, workstations, and/or other devices, and not an issue with the hosted product or service, then support would be provided only at the applicable hourly rates as specified in Exhibit "A" and in the Company's current Schedule of Fees.

i. Sage 100 eBusiness Hosting provides no support for the Customer's content or the Customer's endpoint servers. Service provided for customer environment only.

ii. For Web Hosting Services, the Company provides no support for Customer's content.

iii. For Email Hosting, the Company provides no service for devices outside of the local service configuration.

i. **Additional Professional Services:** The Company will also be available to provide additional "Professional Services" for the Customer (beyond the scope of the products and services provided for in this Agreement), upon separate agreement between the Company and the Customer. Such Professional Services may include, but are not limited to, replacement and/or implementation of a new server, server migration, ERP Upgrade, or ERP migration, etc. as may be wanted by Customer.

**4. Fees and Payment Schedule:**

a. **Monthly Fees for Per User Managed Services:** Fees for Per User Managed Services and all MSP products shall be calculated on a monthly basis, based upon the largest number of the Customer's primary users being maintained by the Company during the prior month. For the initial month, the monthly fee shall be determined by the Company's good faith best estimate of the total number of primary users that the Company will establish and/or maintain during the first month of the Initial Term of this Agreement. The Fees for the Per User Managed Services will be a flat fee per primary user of the Customer maintained by the Company, as specified in Exhibit "A" annexed hereto. The monthly fees are to be paid to the Company on or before the first day of each month of the Initial Term and Successive Term of this Agreement. The Company will provide ongoing monitoring and management services for the Customer's covered devices. Should a problem be discovered during monitoring and management, the Company shall make every attempt to rectify the problem or issue in a timely manner through whatever means available. If the rectification of the problem or issue is covered under the terms of this

Agreement the Customer will be charged as specified hereinbelow.

**b. Diagnostic and Resolution Services Included for Managed Service Provider Customers:** The Company provides “Extended Service Hours” for Per User Managed Services, for Managed Service Provider with ERP, and for any other Managed Service Provider Customers as specified in Exhibit “A” and the Company’s current Schedule of Fees. Any diagnostic and resolution of software or hardware issues covered by this Agreement and performed by the Company for a Managed Service Provider Customer during the Extended Service Hours, whether performed remotely or on the premises of the Customer, excepting the costs of any needed additional or replacement hardware provided by the Company and any software costs for software owned by the Customer, are included in the monthly fees specified in Subsections 3. a., 3. b., or 3. c., hereinabove, as applicable, and the Customer will not be charged any additional fees for such diagnostic and resolution services.

**c. Diagnostic and Resolution Services Included in Other Services:** The Company provides support for diagnostic and resolution services for hosting and other services under this Agreement during its normal “Business Hours” as specified in Exhibit “A” and the Company’s current Schedule of Fees. Any diagnostic and resolution of software or hardware issues covered by this Agreement and performed by the Company for a Customer other than a Per User Managed Service Customer, during normal Business Hours, whether performed remotely or on the premises of the Customer, excepting the costs of any needed additional or replacement hardware provided by the Company and any software costs for software owned by the Customer, are included in the monthly fees specified in Subsections 3. d., 3. e., 3. f., 3. g., or 3. h., hereinabove, as applicable, and the Customer will not be charged any additional fees for such diagnostic and resolution services.

**d. Diagnostic and Resolution Services at Other Times:** If the Customer requests that diagnostic and resolution services be provided by the Company outside of the hours referenced in Subsections 4. b. or 4. c., hereinabove, as applicable, or for services beyond the scope of that provided for in the Agreement, the Customer will incur hourly charges for any and all such diagnostic and resolution services. The hourly charge for such services shall be as specified in Exhibit “A” and in the Company’s current Schedule of Fees. As soon as practicable after completion of any such diagnostic and resolution services, the

Company shall supply the Customer with an invoice for such diagnostic and resolution services, **which invoice shall be due and payable by Customer pursuant to the credit terms specified on the invoice.**

**e. Hardware, Software and Third Party Costs:** If the Company needs to purchase any new hardware for Customer's systems, or new/updated software (of any software owned by the Customer), or incurs any third party expenses, not billed directly to Customer by the third party, in the Company's support of any Customer owned software (as a result of a vendor subscription, or the software company's standard or expedited support, or the like) in order to perform any of its diagnostic and resolution services, whether during or outside of applicable service hours, (as opposed to any new hardware and/or updated software owned by Customer requested by the Customer and quoted to Customer separately), such software, hardware, or third party charges may be purchased or paid for by the Company, but may be billable to the Customer with reasonable markup costs incurred by the Company for such hardware and/or software. Upon delivery to, and payment by, Customer, any such hardware and/or software, including any manufacturer's warranties, shall become the property of the Customer, and the Company shall have no ownership interest in, nor provide any warranty of, such hardware and/or software. As soon as practicable after providing any such hardware and/or software, the Company shall supply the Customer with an invoice for such hardware and/or software, **which invoice shall be due and payable by Customer pursuant to the credit terms specified on the invoice.** Customer shall be responsible for payment of replacing any equipment, devices, appliances and the like that remain the property of the Company which cannot be returned to the Company in good working condition.

**f. Exclusions:** The obligations of the Company under this Agreement shall not include, and the Company shall have no duty to repair or resolve issues related to, the following:

**i.** Failure due to acts of God; acts or omissions of Customer; water damage; fires; strikes; insurrections; riots; embargoes; delays in transportation; acts of terrorism; acts of nature and animals; vandalism; inability to obtain supplies; or requirements or regulations of the United States government or any other civil or military authority, infrastructure modifications, or other adverse environmental

conditions; or

ii. Service and repair made necessary by the alteration or modification of hardware, software and/or systems other than that authorized by the Company, including alterations, software installations or modifications of equipment made by Customer's employees or anyone other than the Company.

g. **Additional Project Services Costs:** The costs for any Project Services outside the scope of the services provided for by this Agreement, including, but not limited to, any special projects such as implementation of any new server or servers for Customer, shall be agreed to between the Customer and the Company independently of this Agreement and would be payable according to the terms of such separate agreement between the Parties.

h. **Changes in Fees and Costs:** The Company reserves the right to change the schedule of fees and costs as specified in Exhibit "A" and in the Company's Schedule of Fees from time to time. Notwithstanding the foregoing, the Company may not change the fees and costs during the Initial Term of this Agreement. For any Successive Term of this Agreement the Company may change the fees and costs only upon at least thirty (30) days written notice to the Customer, prior to the start of the Successive Term when the changes in fees and costs will become effective. The Customer shall have seven (7) calendar days after receipt of such notice of a change of fees and costs to notify the Company, in writing, of Customer's intent to terminate this Agreement at the end of the Successive Term prior to the Successive Term when such changes in fees and costs will take effect. If this Agreement is not terminated pursuant to this Subsection 3. g., the written notice of the changed fees and costs shall be deemed to be an attachment to Exhibit "A" and shall thereafter become a part of this Agreement.

5. **Ownership of Software and/or Hardware Provided by the Company:** The Parties understand and agree that it shall be the responsibility of the Company to pay for and provide appropriate and valid licenses for any software provided to Customer by the Company as part of the services provided under this Agreement (as opposed to software already, or subsequently, purchased and owned by the Customer), as specified in Exhibit "A"(hereinafter referred to as "Company Provided Software"). The Company shall maintain all properly needed software licenses for the Company Provided Software during the Term of this Agreement. The Customer understands and agrees that, upon the expiration or termination of this Agreement, the Customer

shall have no right to continue to use any license for any of the Company Provided Software, and will have no right to continue to use the Company Provided Software, unless and until the Customer has otherwise purchased, had transferred, and/or has otherwise acquired valid software licenses for such Company Provided Software. The Company shall have no duty to provide the Customer with valid software licenses for any of the Company Provided Software, beyond the expiration or termination of this Agreement. Any and all Company provided and owned hardware, devices, appliances, and the like (hereinafter referred to as the “Company Provided Hardware”) shall remain the property of the Company unless and until Customer pays for, or otherwise has ownership transferred to Customer of, any such item of Company Provided Hardware. Customer understands that the Company has no duty or obligation to provide the Customer with any Company Provided Hardware beyond the expiration or termination of this Agreement. Customer further understands that, pursuant to agreements between the Company and its vendors, the Company may not have the ability to transfer certain licenses or hardware to the Customer, even if Customer desired to purchase such from the Company. Customer shall be responsible for repair and/or replacement costs of any Company Provided Hardware that is lost, stolen, or damaged while on Customer’s premises.

**6. Confidentiality:**

**a.** It is acknowledged that the Company, in the course of providing the services to the Customer pursuant to this Agreement, may receive, or have access to, confidential and proprietary information of the Customer and its business dealings. The Company agrees and warrants that it will not disclose to any third party, nor will the Company use, any information of the Customer, except as may be reasonably needed for performance of the Company’s services under this Agreement.

**b.** It is understood and agreed that in order for the Company to perform its obligations and services under this agreement, including the synchronizing and storing of data, that the user and password data of all users from the Customer’s local network, whether synced local users, administrators, cloud accounts, or others, will:

- i.** Be stored in a cloud-based vault, under some of the industry’s highest security and encryption standards; and
- ii.** Be accessible to the Company’s support, consulting, and programming employees for use in the course of their jobs for the Company; and



- iii. Only be accessible to such employees, whose user accounts are protected by complex passwords and multi-factor authentication (at a minimum); and
- iv. Not be stored by or at the Company.

Upon written request from the Customer, the Company shall exclude any user accounts the Customer does not want synced or stored externally.

**7. Duties of the Company:** The Company will use its commercially reasonable best efforts to perform, or cause to be performed, the services provided for in this Agreement. That is, the Company will provide the services under this Agreement with not less than the degree of care, skill and diligence with which it performs, or would perform, similar services for itself and consistent with past practices (including, without limitation, with respect to the type, quantity, quality and timeliness of such services). If the Company is required to engage third parties to perform one or more of the Services required hereunder, the Company shall use all commercially reasonable efforts to cause such third parties to deliver such Services in a competent and timely fashion. The Company Provided Software and Company Provided Hardware shall be from industry leading hardware and software manufacturers, and its function shall be up to current relevant general industry standards.

**8. No Warranty by the Company:** Except as set forth in writing in this Agreement, and to the maximum extent permitted by applicable law, the Company makes no representations, warranties, conditions or guaranties with respect to any software, hardware, and any other materials or services covered by or furnished pursuant to this Agreement, including, without limitation, any implied warranty or condition of (i) merchantability; (ii) merchantable or satisfactory quality; (iii) fitness for a particular purpose; (iv) performance, dealing, use or trade; or (v) non-infringement of third party rights. Such software, hardware or other materials furnished pursuant to this agreement may be covered, however, by warranty from its specific manufacturer or producer.

**a. Viruses, Breaches, Hacks, etc.:** No company and no software provider can guarantee that it will prevent all viruses, data breaches, ransomware attacks, phishing attacks, or other external intrusions to the Customer's network and systems (hereinafter collectively referred to as "Attacks"). The Company does not warrant that the Customer will not be subject to any Attacks during the Term of this Agreement. The Company shall use its commercially reasonable business practices to provide reasonable protection against

Attacks, but makes no warranty, expressed or implied, that Customer will not be subject to Attacks.

**b. Software and Hardware:** The Company does not warrant that: (i) the Company Provided Software or the Company Provided Hardware will operate uninterrupted or operate for any specific length of time without failing; or (ii) that such software will be free from minor defects or errors that do not materially affect performance of the software; or (iii) that the applications contained in the Company Provided Software are designed to meet all of the Customer's business requirements.

**c. Indemnity by the Customer:** As long as the Company has utilized its commercially reasonable business practices to provide reasonable protection against Attacks and/or to effectuate commercially reasonable backup services, Customer hereby indemnifies, and holds harmless, the Company, its Affiliates and/or the Licensors, including their officers, employees, agents and subcontractors, from and against any and all claims, liabilities, losses, damages and costs (hereinafter referred to as a "Loss") arising from, or relating to, any Attacks or any loss of backup data. Additionally, the Customer hereby indemnifies, and holds harmless, the Company, its Affiliates and/or the Licensors, including their officers, employees, agents and subcontractors, from and against any and all claims, liabilities, losses, damages and costs arising from or relating to use of the Company Provided Software and Company Provided Hardware, except to the extent as may be expressly provided for to the contrary in this Agreement.

**d. Insurance for Losses:** The Customer understands and agrees that the Company has no duty to provide any insurance coverage for the benefit of the Customer covering any Loss. The Company urges the Customer to obtain and maintain insurance coverage on its own for any Loss, if the Customer is concerned about any financial or other damages to the Customer's business due to any Attacks or the use of any Customer Provided Software.

**9. Indemnity by the Company:** The Company shall defend the Customer against claims brought against the Customer to the extent that such claim: (i) is brought by a third party owner of the intellectual property giving rise to the claim; and (ii) alleges that the Customer's use of the Company Provided Software in accordance with the terms and conditions of this Agreement constitutes a direct infringement or misappropriation of a patent claim, copyright, trademark or

trade secrets rights. Notwithstanding the foregoing, the Company shall have no obligation under this Section, if such claim results from (i) such software that has been altered or Modified by anyone other than the software licensor or the Company; or (ii) unlicensed activities by the Customer; or (iii) failure to use such software in accordance with the terms of this Agreement; or (iv) Customer or any vendor or contractor of the Customer changes to any Customer supplied or owned software, without the consent of the Company, which changes negatively alters or affects any Company Provided Software functioning. Further, the Company shall have no obligation under this Section for any claim that could have been avoided if the Customer had not used such software in combination or conjunction with any software, data or systems not provided by the Company.

**10. Default and Termination:** If Customer is in default of any of its obligations under this Agreement, including, but not limited to, failure to pay when due the monthly costs for services contracted for by Customer, or failure to pay when due any invoice for services, software, hardware or the like provided to Customer by the Company (not otherwise included in the monthly costs of services), then the Company can, at Company's sole discretion, suspend all services under this Agreement until any such default is cured by Customer, or terminate this Agreement upon written notice to Customer of the termination. If this Agreement is terminated for any reason, whether for default or otherwise, Customer shall be responsible for payment of all monthly costs for services under this Agreement, as well as, all outstanding invoices from the Company. Additionally, upon termination, Customer shall immediately return to the Company (or immediately allow the Company to retrieve) any and all Company Provided Hardware.

**11. Non-Solicitation:** For so long as this Agreement is in effect, and for a period of nine (9) months thereafter, Customer agrees that it will not hire or contract with any person, or any entity employing or contracting with any person, who was an employee of the Company at any time within six (6) months prior to the termination of this Agreement.

**12. Notices:** Except as otherwise provided herein, all notices, required or permitted hereunder shall be in writing, signed by the Party giving the notice, and delivered either (i) in person; (ii) by an overnight delivery service, prepaid; (iii) by facsimile transmission ("FAX") with a fax delivery confirmation, provided that an original of the notice shall be promptly sent thereafter if so requested by the Party receiving the same; (iv) by electronic delivery; or (v) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested. The Parties agree

that a faxed or electronic signature of a Party constitutes an original signature binding upon that Party. Notice shall be deemed to have been given as of the date and time it is actually received. Notwithstanding the above, notice by FAX shall be deemed to have been given as of the date and time it is transmitted if the sending FAX produces a written confirmation with the date, time and telephone number to which the notice was sent. Notices shall be sent to the Parties, by and through his/its designated agent as follows:

- a.** If to the Company: MBA Business Software  
Attn: Accounting  
6100 Lake Forrest Drive  
Suite 520  
Sandy Springs, Georgia 30328-3827  
[accounting@MBABSI.com](mailto:accounting@MBABSI.com)
- b.** If to the Customer: To the mailing address, email or fax number provided by Customer in the Acceptance of this Agreement or on the Company's online portal.

**13. Construction and Venue:** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Georgia, without giving effect to the laws, rules or principles of the State of Georgia regarding conflicts of laws. The Parties further agree that venue for any legal action to enforce or construe the terms and conditions of this Agreement shall be in the Superior Court of Fulton County, Georgia. If any of the provisions or covenants contained in this Agreement are hereafter construed to be wholly or to any extent invalid or unenforceable in any jurisdiction, the same shall be deemed automatically modified to the minimum extent necessary to make such provision or covenant enforceable, and the same shall not affect the remainder of the provisions to the extent not invalid or unenforceable in such jurisdiction, or the enforceability thereof, without limitation, in any other jurisdiction.

**14. Waiver:** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**15. Enforcement:** In any legal action between the Parties for breach of, or otherwise arising out of, this Agreement, or for enforcement or interpretation of this Agreement, the prevailing Party's costs of litigation, including reasonable attorneys' fees, shall be awarded to such prevailing Party in addition to any other recovery such Party might have.

**16. Construction of Terms:** As used in this Agreement, (i) each term specifically defined in this Agreement has the meaning assigned to it; (ii) as the context may require, words in the singular include the plural and words in the plural include the singular; (iii) as the context may require, words in the masculine or neuter gender include the masculine, feminine and neuter genders; (iv) except as the context may require, all references to Attachments or Exhibits refer to Attachments or Exhibits delivered herewith or attached hereto (each of which is deemed to be a part of this Agreement); (v) all references to Sections or Articles refer to Sections or Articles of this Agreement; (vi) all references to “\$” or “dollars” refer to U.S. dollars; (vii) any amount to be paid in “\$” or “dollars” shall be paid in U.S. dollars; and (viii) the terms “herein,” “hereunder,” “hereby,” “hereto” and terms of similar import refer to this Agreement in its entirety, and not to any particular Article, Section, paragraph or subparagraph. No provision of this Agreement will be construed in favor of, or against, any of the Parties hereto, by reason of the extent to which such Party or its counsel participated in its drafting.

**17. Binding Agreement:** This Agreement shall be binding upon and shall inure to the benefit of each Party and its personal representatives, successors and assigns.

**18. Assignment and Third Party Beneficiaries:** Unless specifically provided for to the contrary in this Agreement, no Party may assign, sell, or otherwise transfer any of its/his/her rights and obligations under this Agreement, in whole or in part, without the written consent to such assignment by the other Party. No person shall be, or be deemed to be, a third party beneficiary of this Agreement.

**19. Further Construction:** Each Party hereto represents and agrees that each has reviewed all aspects of this Agreement; has carefully read and fully understands all provisions of this Agreement; and is voluntarily entering into this Agreement. Each Party represents and agrees that any judicial body interpreting or construing this Agreement shall not more strictly construe the terms of this Agreement against one Party, it being agreed that the Parties have each had the opportunity to review any and all aspects of this Agreement with independent legal, tax, and other advisors, of each Party’s choice, before execution of this Agreement.

**20. Amendments:** No addition, modification or amendment of this Agreement shall be binding upon a Party unless such addition, modification or amendment is set forth in a written instrument which states that it adds to, amends or modifies this Agreement and which is duly

authorized, executed and delivered on behalf of each Party hereto.

**21. Headings and Counterparts:** The headings set forth in this Agreement have been inserted for convenience of reference only, shall not be considered a part of this Agreement and shall not limit, modify or affect in any way the meaning or interpretation of this Agreement. This Agreement may be signed in any number of counterparts, each of which when executed and delivered shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by telecopier, other facsimile transmission, portable document format (PDF) or other electronic format all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

**22. Entire Agreement:** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, by and between the Parties regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have duly accepted this Agreement by their signatures to the Acceptance of this Agreement, or automatically by contracting for the Company's services via the Company's online portal.

## Managed Services

- Per User Managed Service (Per User MSP) includes the following:
  - Per User MSP Standard – **Call**
    - 3 month Initial Term, then month to month
    - Microsoft 365
    - Backup software/agents for workstation, server, mobile devices and Microsoft 365 mailboxes and other resources
    - Setting up and maintaining backup and recovery services, either cloud based or local, or both
    - Email Security
    - Setting up and maintaining Customer's email accounts
    - Remote management of the Customer's servers and workstations, including software and hardware
    - Onsite diagnostic and resolution services (if needed or as routinely scheduled)
    - Basic hardware maintenance and replacement, including implementing new workstations (*but not including new servers, etc., at the discretion of the Company*)
    - Basic support for any anti-virus and firewall software and hardware owned by Customer
  - Per User MSP with Security – **Call**
    - 6 month Initial Term, then month to month
    - Per User MSP Standard, plus AntiVirus-as-a-Service and Firewall-as-a-Service as described below
  - Special Per User MSP – custom product and services specifically and specially negotiated between the Company and Customer with the details of such products, services, and pricing as provided for in Attachment-1 to this Exhibit – price to be as stated in Attachment-1
  
- Firewall-as-a-Service – Pricing will be as specified in the Company's online billing portal ([www.mailboxbymba.com](http://www.mailboxbymba.com))
  - 6 month Initial Term, then month to month
  - Available as a stand alone service, or provided at a discounted rate to Per User MSP Customers
  - Firewall device or appliance from an industry leader in firewall security
  - Providing an advanced comprehensive security function
  - Management, monitoring, and support for the appliance and security suite
  - Device endpoint protection (EDR)
  
- Antivirus-as-a-Service – Pricing will be as specified in the Company's online billing portal ([www.mailboxbymba.com](http://www.mailboxbymba.com))
  - 3 month Initial Term, then month to month
  - Available as a stand alone service, or provided at a discounted rate to Per User MSP Customers
  - An industry leading antivirus software
  - Device endpoint protection (EDR)

- Installation and setup of the product on Customer’s servers or workstations
- Email security
- Management, monitoring, and support for the system and installed agents
- Backup-as-a-Service – Pricing will be as specified in the Company’s online billing portal ([www.mailboxbymba.com](http://www.mailboxbymba.com))
  - 3 month Initial Term, then month to month
  - Backup software/agent license
  - Installation and setup of the product on Customer’s servers or workstations
  - Management and monitoring of backup agents
  - Support for backup related issues on customer’s local devices
- MSP with ERP Module or MSP with CRM Module – **Call**
  - Support (diagnosis and simple “basic” resolution of issues) with Customer’s ERP and/or CRM products
  - Management and monitoring of Customer’s ERP or CRM servers and systems

### **Hosted Products & Services**

- Pricing will be as specified in the Company’s online billing portal ([www.mailboxbymba.com](http://www.mailboxbymba.com))
- Microsoft 365 – a la carte product and support
- Sage 100 eBusiness Hosting – framework/environment provided, managed, and monitored
- Email Hosting – email/mailbox service provided – support for service and configuration on local devices
- Web Hosting - framework/environment provided, managed, and monitored – support provided for the environment provided

### **Applicable Hourly Rates**

- Hourly rates for work beyond that included as part of contracted services pursuant to this Agreement are as specified in the Company’s current Schedule of Fees which, in the case of Per User Managed Services Provider Customers, will be attached to this Exhibit “A”. Otherwise, the current Schedule of Fees is available upon request from Company.

This Exhibit effective as of   1st   day of  November , 2023.