

Master Service Agreement



HillSouth

INGENUITY FORWARD.

A) Terms and Conditions:

This agreement for services and quantities as outlined in the proposal provided to and agreement between HillSouth and "Client Company" herein referred to as "Customer," is effective upon the date signed, and for the "term" specified in the order. This agreement is based on a device and/or user count basis. If the device and/or user count changes during the year HillSouth will automatically adjust the rate accordingly.

- 1) This Agreement may be terminated by the customer upon thirty (30) days written notice if HillSouth:
 - a) Fails to fulfill any material respect its obligations under this Agreement and does not resolve such critical failure within thirty (30) days of receipt of such written notice.
 - b) Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of such written notice.
- 2) Should the Customer wish to terminate this Agreement with no fault towards HillSouth, an early termination fee of the remainder of the total contract price, payable within fifteen (15) business days' notification of request of termination. Customer is also liable for any Onboarding and Stabilization project fees waived upon signing this Agreement, payable within fifteen (15) business days' notification of request of termination.
- 3) The "subsequent term" of this agreement shall be the number of months specified on the original quotation/service order, unless otherwise agreed to in writing by both parties prior to the expiration of the Initial Term. If neither client nor HillSouth cancels the Agreement prior to the end of the Term, then the Service Agreement shall automatically renew for a Subsequent Term.

B) System Monitoring Service:

- 1) AGREEMENT TERMS: This section is to cover all of the Customers' system monitoring services and all related products, data and services offered by HillSouth. Any changes to this agreement that HillSouth may publish from time to time become part of this agreement with due notice to all affected parties. This is a legal, nonexclusive agreement and contains the entire understanding between HillSouth and Customer regarding the use of the service and shall become binding between the parties hereto upon successful registration by HillSouth for the Customer.
 - a) The Customer has ownership, leases or otherwise is related to the websites, web applications, URL(s), IP address(s) or Internet devices monitored by the service or is authorized by the legal owner.
 - b) Monitoring shall only be used in accordance with any and all applicable laws and regulations.
 - c) If HillSouth becomes aware of any breach of this agreement by Customer, HillSouth may suspend or terminate access to Monitoring with 30 days notice to Customer.
 - d) Customer shall defend, indemnify, and hold HillSouth harmless against any losses, costs (including legal), liabilities and expenses relating to, or arising out of Customer's use of the service, including any breach of the terms of this agreement.
 - e) HillSouth will monitor all core devices, but not limited to, servers, storage, memory, processor, anti-virus, switches, access points, routers, PC's and Laptops. Customer and HillSouth agree that all above devices are

to be monitored twenty four (24) a day, seven (7) days a week and three hundred and sixty five (365) days a year, during contract term. Pricing based on devices at date of contract, additional devices after that date will incur additional charges.

- f) The system will refresh every fifteen (15) minutes.
- g) HillSouth can provide Customer with weekly and monthly reporting.
- h) Purpose of monitoring is to allow HillSouth to potentially discover any problems, threats or failures to the Customers' system and correct any malicious activity.
- i) HillSouth is not responsible for monitoring if Customer's ISP fails but will take all precautionary efforts to work around such ISP failures and recommend alternative options and data paths including cellular.
- j) HillSouth will charge a flat setup rate of \$150 Per Device on most additional purchases of new hardware. If the Hardware is not purchased from HillSouth a flat rate of \$225 will apply to configure or setup the device.

2) Limitations of Liability:

- a) HillSouth shall make every reasonable and prudent effort to provide a useful, functional, timely, accurate and valuable service.
- b) Under no circumstances shall HillSouth be responsible for any loss or damage resulting from Customer's reliance on information or alerts provided by the service, or transmitted to Customer.
- c) HillSouth shall have no liability to Customer whatsoever as a result of any technical, software or hardware failures of any kind or lost or unavailable network connections or incomplete, garbled, failed, or delayed computer transmissions or other technical difficulties or failures, Customer, visitors to HillSouth's Web sites, other participants in the service, or any other party, or by any of the equipment or programming associated with or utilized in the service, or by any technical or human error that may occur in the processing or operation of Customer's account that may limit or interfere with Customer's ability to use the service.

C) Unlimited Support and Scope of Services*:

- 1) SUPPORT: Should the Customer request HillSouth's IT support, HillSouth agrees to provide assistance to reach a solution.
 - a) HillSouth agrees to respond with remote support as requested through phone calls, email inquiries, and requests posted through the HillSouth Customer Portal. Our service request tracking system uses priorities to track all requests and monitor/measure/help our team to deliver the proper response to the inquiry. Our priority levels are 1-5. With priority level 1 being mission critical issue with a large number of users affected and 5 being no priority level or urgency needed. Our customers are expected to state their required priority level when making service requests or the default priority level will be assigned.
 - a. Priority 1 service requests will be resolved (either a workaround to lower the priority level) or a resolution within 4 hours.
 - b. Lower priority tickets are triaged and prioritized based upon the number of users affected and are estimated to be assigned within 4 business hours and worked within 8 business hours until completion.
 - b) HillSouth reserves the right to refer a HillSouth staff member of its choice to provide support.
 - c) HillSouth will use all resources available in order to provide a solution to any support tickets submitted.

- d) Onsite/Remote Support and Management of Customer's IT networks and systems will be provided to the Customer by HillSouth through remote means between the hours of 8:00 am EST –5:00 pm EST, Monday through Friday, excluding public holidays.
- e) HillSouth will provide Anti-Virus for every device covered under this agreement.

()Note: For any emergency or scheduled after-hour, (6:00 pm EST—until,) or emergency or scheduled weekend requested support, HillSouth will charge the Customer may be charged a discounted flat rate of one hundred dollars (\$150.00) per hour, to be included in the following monthly invoice. HillSouth Complete Care customers are entitled to schedule with HillSouth for after-hours maintenance and work on their systems ahead of time for no additional charge.*

- 2) **MANUFACTURERS' WARRANTY SUPPORT:** HillSouth will utilize a manufacturer's warranty for hardware and components.
 - a) HillSouth warrants that during the term of this Agreement, HillSouth shall perform the service in a diligent manner and in accordance with industry standards.
 - b) Should additional Warranty coverage need to be purchased, HillSouth will assist Customer in proper procurement of additional coverage.

D) Quarterly System Assessments:

A member or members of HillSouth's staff will consult with Customer(s) to provide proactive IT planning.

- 1) HillSouth will also provide consultation of Customer's system for IT restructuring, if needed.
- 2) The first (1st) of Customers' assessments will occur at Agreement start-date, while the second (2nd) assessment is to occur six (3) calendar months on the most appropriate business day that Customer and HillSouth collectively schedule.
- 3) It is the Customers' responsibility to contact HillSouth and initiate a reassessment.

E) Fees and Payment Schedule:

- 1) Services and quantities covered under this agreement are as outlined in the electronic quotation customer has executed either by e-signature or paper signature signed by an Authorized Representative. If the user and/or device count changes during the term of this agreement, HillSouth will automatically adjust the billing count.
- 2) Service fees covered under this agreement will be due and payable on the first business day of each month. Should services begin on other than the first business day of the month, the first month's fees will be prorated.
- 3) Clients are encouraged to remit payments electronically, but checks may be mailed to HillSouth at PO Box 3949, Florence SC 29502.
- 4) Services may be suspended if payment is not received within ten (10) days following due date.
- 5) HillSouth reserves the right to increase the pricing in this Agreement by up to 10% per contract year.

Note (A): Should HillSouth have to suspend Client's service for non-payment for longer than twenty (20) consecutive business days, Client agrees to pay a minimum reinstatement fee of two hundred dollars and no cents (\$200.00) as a fee.

Note (B): It is understood that any and all services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual services.

F) Warranty of Subscriber:

- 1) The individual signed this Agreement for the Customer warrants that he/she has the authority to sign this agreement and permit the installation of systems described herein, as well as the authority to contract for the services provided herein.
- 2) Minimum Standards required for service:
 - a) Customer understands that any and all programs needed by HillSouth in order to provide support via Remote Access will need to be installed and in working order.
 - b) All servers with Microsoft Windows Operating Systems must be running Windows Server 2008 or later, and have all of the latest Microsoft Service Packs and critical Updates installed.
 - c) All Desktop PCs and Notebooks/Laptops/Tablets with Microsoft Windows operating Systems must be running Windows 7 Pro or later, and have all of the latest Microsoft Service Packs and critical Updates installed.
 - d) All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
 - e) The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops/Tablets and e-mail.
 - f) The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal network and the Internet.
 - g) All Wireless data traffic in the environment must be securely encrypted.
 - h) There must be an outside static IP address assigned to a network device, allowing RDP or VPN access.
 - i) All Hardware must be approved before being installed in the customer's environment.

Note: Any costs required not previously agreed to or upon both parties to bring Customers' environment up to these Minimum Standards are not included in this Agreement.

G) Excluded Services:

Services rendered under this Agreement does not include:

- 1) Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- 2) The cost of any parts, equipment or shipping of any kind.
- 3) The cost of any Software, Licensing or Software Renewal or upgrade Fees of any kind.
- 4) The cost of any 3rd party vendor or manufacturer Support or Incident Fees of any kind.
- 5) The cost to bring customers' environment up to minimum standards required for services.
- 6) Failure due to acts of god, building modifications, power failures or other adverse environmental conditions or factors.

- 7) Accidental damage unless purchased from the Manufactory.
- 8) Moving of hardware/software to new office locations including cabling, terminals, core devices, phone systems et al.
- 9) Service and repair made necessary by the alteration or modification of equipment other than that authorized by HillSouth, including alterations, software installations or modifications of equipment made by Customers' employees or anyone other than HillSouth.
- 10) Maintenance of Applications software packages, whether acquired from HillSouth or any other source.
- 11) Programming (modification of software code) and program (software) maintenance.
- 12) Training of any kind, unless specifically agreed to by both the Customer and HillSouth's Authorized Representative.

H) Non-Disclosure:

Customer will, through his or her use of the service and contacts with HillSouth, become aware of trade secret information owned by HillSouth including but not limited to the provision, delivery and methods used for operation of the service.

- a) Customer agrees that all such information accessed through HillSouth's systems, and through interaction with HillSouth's sales and support representatives will be held in strict confidence and afforded all reasonable measures of security.
- b) HillSouth shall keep confidential all information supplied by Customer, including but not limited to credit card number(s) and log in details, and shall use such information only for the purposes for which such information was collected. All HillSouth employees and contractors must sign a HIPPA confidentiality form upon hire.

NOTE: The provisions of this section shall be applied permanently even after the expiration or termination of Services.

- c) Customer gives permission to HillSouth to use Customer's Company Name in marketing materials or websites as current or previous client while not disclosing any details related to work done in this agreement.
- d) This entire document is Confidential and should not be shared with anyone other than the parties listed on this document.