

MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) sets forth the terms and conditions under which Quackcom, LLC (“Quackcom”) shall provide Products and Services to the client (“Client”) to be effective as of the date signed by both Quackcom and Client (the “Effective Date”) on the accepted Proposal. Client’s execution of this MSA constitutes acceptance of the terms and conditions stated herein as well as those found on our website at <https://quackcom.com/terms-and-conditions>.

AGREEMENT

NOW, THEREFORE, in consideration of the obligations set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SERVICE ATTACHMENTS AND APPENDICES

The services to be delivered by Quackcom and the fees for those services are described in one or more Service Attachments to this MSA. The services to be provided under the Service Attachments are the “Services.” The Service Attachments identify the terms and conditions applicable to particular Services and are incorporated herein by reference. Unless otherwise agreed in writing, the services to be delivered by Quackcom to Client are limited to those Services specifically described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and the terms of this MSA, the terms in the Service Attachment control.

Without limiting the foregoing, the following Attachments and Appendices are incorporated into this MSA by reference:

SERVICE ATTACHMENT FOR MANAGED SERVICES

- APPENDIX A - MANAGED SERVICE LEVEL MATRIX
- APPENDIX B - REAL TIME REQUESTS
- APPENDIX C - NON-COVERED SERVICES RATE SCHEDULE
- APPENDIX D - TERMINOLOGY AND DEFINITIONS

2. AGREEMENT TERM

This MSA commences on the MSA Effective Date and will remain in effect until either party terminates it as permitted herein. Either party may terminate this MSA for any reason upon at least thirty (30) days advance, written notice given to the other party. However, termination of this MSA will not, by itself, result in the termination of any Service Attachments, and this MSA will remain in effect notwithstanding any notice of termination unless and until all Service Attachments are terminated or expire according to their terms.

3. FEES AND PAYMENTS

During the term of this agreement, on each item of equipment, service, and circuits covered hereby, Client shall pay the charges specified in the associated Service Attachment. All charges and fees to be paid by Client under this MSA are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. Client is responsible for the payment of any and all such taxes. Client shall pay the full amount reflected on any invoice as owed to Quackcom by the due date on each invoice (the "Payment Deadline"). Client shall pay a late charge of one- and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid by the Payment Deadline. If Client disputes in good faith all or any portion of the amount due on any invoice, or if Client otherwise requires any adjustment to an invoiced amount, Client must notify Quackcom of the nature and basis of the dispute and/or adjustment in writing prior to the Payment Deadline. The parties shall use their reasonable best efforts to resolve the dispute prior to the Payment Deadline. However, if the parties are unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount to Quackcom by the Payment Deadline. If it is ultimately determined that the disputed amount should not have been paid by Client to Quackcom, Quackcom shall apply a credit equal to that amount on Client's next invoice. If Client fails to pay all amounts owed to Quackcom under this MSA when due, then upon at least ten (10) days prior, written notice to Client, and in addition to any other remedies available at law or in equity, Quackcom may suspend Services under this MSA until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Quackcom, Quackcom shall restore the Services after validating that all components to be monitored and/or managed under any applicable Service Attachment comply with Quackcom's level of security, updates and best practices. Quackcom's right to suspend Services under this section is in addition to Quackcom's right to terminate any Service Attachment for non-payment. In the event that any due Quackcom is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Client agrees to pay all costs of collection, including without limitation, all court costs, and reasonable attorney's fees. If Client opts to pay Quackcom for an invoice with a credit card, Quackcom reserves the right to add a 3% processing fee to the total cost of work.

4. QUACKCOM BUSINESS HOURS

1. Quackcom's Normal Business Hours are from 8:00 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday "Weekdays".
2. Quackcom's After Business Hours are from 5:01 p.m. to 7:59 a.m. Central Standard Time, Monday through Thursday and from 5:01 p.m. Central Standard Time on Fridays to 7:59 a.m. on Mondays "Weekends".

5. QUACKCOM RECOGNIZED HOLIDAYS

Quackcom is closed on the following Quackcom-recognized holidays: Martin Luther King Day, New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

6. OWNERSHIP

Client shall own any and all Reports and any work product (including intellectual property rights therein) developed by Quackcom pursuant to this Agreement to the extent such reports or work product contain or are derived from any of Client's Confidential Information or any other information regarding Client's security policies, procedures, and protections or any information which explicitly identifies Client as the source of such report or work product. Quackcom shall own any other work product developed by Quackcom pursuant to this Agreement. Quackcom hereby grants to Client a perpetual, non-exclusive, royalty-free license to use, reproduce, and distribute internally any such Quackcom owned work product for Client's internal business purposes.

7. QUACKCOM EQUIPMENT AND CLIENT EQUIPMENT

"Equipment" means any data-communications, network-security, or other information-technology product or device. "Quackcom Equipment" means any computer Equipment delivered by Quackcom and used at Client's location to facilitate the delivery of Services to Client. Any Equipment sold or leased to Client by Quackcom will be covered via a SOW or Purchase Order describing the payment terms related thereto. Unless otherwise agreed (i.e., the Equipment is sold to Client by Quackcom), Quackcom is and will remain the sole owner of any Quackcom Equipment provided by Quackcom and this MSA transfers to Client no Quackcom

Equipment ownership rights of any kind. "Client Equipment" means any Equipment owned by Client and used at Client's location, including but not limited to equipment sold to Client by Quackcom. Client understands and agrees that Quackcom is not an Equipment manufacturer and has no liability for the performance or non-performance of any Equipment. Quackcom makes no independent representations or warranties with respect to the Quackcom Equipment. Any third-party warranties are the exclusive remedies of Client with respect to such Quackcom Equipment. In the event of a Quackcom Equipment malfunction, Quackcom will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the Quackcom Equipment in use at Client's location. On termination of any Service Attachment pursuant to which Quackcom delivers Quackcom Equipment to Client, Client shall allow Quackcom and its employees and contractors reasonable access to Client's premises to remove the Quackcom Equipment.

8. NON-DISCLOSURE AND CONFIDENTIALITY

Each party and its employees or agents may be exposed to or may acquire information that is proprietary or confidential to the other party. Each party shall hold such "Confidential Information" in strict confidence and shall not disclose any such information to any third party. Confidential Information includes but is not limited to: (a) any Quackcom technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Client; (b) any business plans or financial information of the other party; and (c) any information labeled as "confidential," all regardless of whether such information would be protected under the common law. Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise.
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other.
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

9. NON-SOLICITATION OF EMPLOYEES

Client and Quackcom each shall not, during the term of this Agreement and for a period of two (2) years following termination of this Agreement solicit the employment of, employ or contract with Quackcom personnel or Client personnel, as applicable, with whom Client or Quackcom

has had contact under this Agreement. If Client or Quackcom breaches this paragraph, Client or Quackcom as applicable shall pay as liquidated damages, and not as a penalty, the sum equal to one hundred percent (100%) of the employee's annual salary. If Quackcom or Client waives this restriction, Client or Quackcom as applicable, shall reimburse Quackcom's or Client's mutually agreed upon costs of external recruitment, training and lost revenues.

10. WARRANTIES

Quackcom warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of any applicable Service Attachment. All Services will be deemed accepted unless Client notifies Quackcom in writing within ten (10) working days after performance that the Services did not conform to this warranty. Quackcom promptly will correct any nonconformities and will notify Client in writing that the non-conformities have been corrected. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QUACKCOM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND DISCLAIMS ALL OTHER WARRANTIES, EITHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, OR ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. INDEMNIFICATION

Client agrees to indemnify and hold harmless Quackcom, its officers, directors and employees and agent from and against any claims, demands, causes of action and judgements (including reasonable attorney's fees and court costs) (collectively, "Quackcom Claims") by any third party arising out of (a) any breach or alleged breach of any of Client's representations and warranties contained in this Agreement. (b) any action or omission on the part of client or its personnel which involves reckless or intentional misconduct and (c) any infringement or claim of infringement of any patent, trade secret or other intellectual property right based on the materials provided by Client to Quackcom hereunder. Client shall have the option to undertake and control the defense and settlement of any such Quackcom Claim; provided, however, that Quackcom may participate in any such proceeding at its own expense with counsel of its own choosing, and further provided that Client will not settle any such claim without Quackcom's prior written approval, which will not be unreasonably withheld.

12. QUACKCOM INDEMNIFICATION

Quackcom agrees to indemnify and hold harmless Client, its officers, directors, employees and agents from and against any claims, demands, causes of action and judgements (including

reasonable attorneys' fees and court costs) (collectively, "Client Claims") by any third party arising out of (a) any breach or alleged breach of any of Quackcom's representations or warranties contained in this Agreement, (b) any action or omission on the part of Quackcom or its personnel which involves gross negligence or willful misconduct and (c) any infringement or claim of infringement of any patent, trade secret, or other intellectual property right based on the reports or work product provided by Quackcom to Client hereunder. Quackcom shall have the option to undertake and control the defense and settlement of any such Client Claim; provided, however, that Client may participate in any such proceeding at its own expense with counsel of its own choosing, and further provided that Quackcom will not settle any such claim without Client's prior written approval, which will not be unreasonably withheld or delayed.

13. LIMITATION OF LIABILITY

EACH PARTY'S LIABILITY FOR DAMAGES FOR ANY CAUSE, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, FRAUD, COMPUTER MALPRACTICE, PRODUCTS LIABILITY, AND STRICT LIABILITY SHALL BE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OTHER THAN FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF QUACKCOM OR FAILURE OF QUACKCOM TO ADHERE TO ANY ASSESSMENT GUIDELINES, QUACKCOM'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT DURING THE SERVICE MONTH IMMEDIATELY PRECEDING THE DATE OF CLIENT'S PROVEN LOSS UNDER THE SERVICE ATTACHMENT MOST CLOSELY ASSOCIATED WITH CLIENT'S CLAIM. NEITHER PARTY IS TO BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF AN OTHERWISE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in delivery or performance, other than the payment of money, due to causes beyond its reasonable control, which causes shall include, without limitation, acts of God, acts of civil or military authorities, fire, strikes, power surges, power outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies not caused by a Party, or widespread and prolonged loss of use of the Internet. In the event of any delay, the set date(s) of delivery and performance, if any, shall be extended for a reasonable period.

15. INDEPENDENT CONTRACTOR

Quackcom will perform all Services solely in Quackcom's capacity as an independent contractor and not as an employee, agent or representative of Client.

16. GOVERNING LAW

This agreement shall be governed exclusively by the laws of the State of Illinois, without regard to conflicts of law principles. In the event that any portion of this agreement is held invalid by a court of competent jurisdiction, the remaining portions of this agreement shall remain in full force and effect. Both parties agree to submit to the exclusive jurisdiction of any court subject matter jurisdiction located in Illinois any action arising related to this Agreement, and Client agrees to reimburse Quackcom for expenses incurred related to any action arising from this Agreement and successfully defended by Quackcom.

17. WAIVER

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

18. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such term or provision shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the Parties.

19. SURVIVAL

The duties and obligations of the parties with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this MSA.

20. ASSIGNMENT

CLIENT MAY NOT ASSIGN ANY RIGHT OR DELEGATE ANY OBLIGATION UNDER THIS AGREEMENT WITHOUT QUACKCOM'S PRIOR WRITTEN CONSENT, WHICH

WILL BE NOT UNREASONABLY WITHHELD. CLIENT MAY WITHOUT CONSENT, ASSIGN THIS AGREEMENTT AND/OR DELEGATE OBLIGATIONS HEREIN TO THE SUCCESSOR TO CLIENT BY MERGER, ACQUISITION, OR CONSOLIDATION.

21. ENTIRE AGREEMENT

This Agreement and all documents referenced herein, including all Quotes, SOW(s) and Purchase Orders, constitute the entire Agreement and understanding between Quackcom and Client and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. No change, modification or waiver of any of the terms of this Agreement shall be binding unless made in writing and signed by both parties.

22. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, emailed, delivered by facsimile with a confirmation report, or when mailed by overnight delivery service, or certified mail, postage prepaid, return receipt requested, to the addresses indicated below. The parties may change the addresses on thirty (30)days' written notice.

Contacts for Notices:

Quackcom:

Name: Ben Quackenbos
Title: Owner
Street: 2001 Johnson Rd.
City, State, Zip: Granite City, IL. 62240
Phone: 217-416-8626
Email: benq@quackcom.com

SERVICE ATTACHMENT FOR MANAGED SERVICES

This Service Attachment is a part of, is subject to, and is governed by the terms of the MSA between Quackcom and Client and is effective as of the date the MSA is signed by the parties. In the event of any conflict between the terms of this Service Attachment and the terms of the MSA, the terms in this Service Attachment control.

1. DEFINITIONS

The headings used herein are for the convenience of the Parties only and shall not affect the construction or interpretation hereof. Definitions of key Service Attachment terms can be found in Appendix D of this document.

2. MANAGED SERVICES

Quackcom will deliver to Client the IT infrastructure monitoring and management Services identified in Appendix A to this Service Attachment. The Quackcom service level selected by client will be identified in the accepted Proposal or in one or more Quackcom SOWs or quotes covering Client's location(s). The implementation of Managed Services will commence upon Client's issuance of a Purchase Order or Client-approved and signed Quote or SOW. The issuance of a Client Purchase Order constitutes Client approval of the Quackcom Quote or SOW. Any change to an approved Quote or SOW must be submitted by Client to Quackcom via hardcopy or email by an Authorized Client Contact and approved by Quackcom management.

3. TERM

The Service Attachment start date is the date that Quackcom signs this Service Attachment. The initial term of this Service Attachment is thirty-six (36) months following the Service Attachment start date unless specified otherwise in the accepted Proposal. The term of this Service Attachment will automatically renew for successive periods of thirty-six (36) months upon the expiration of the original term and all renewal terms at the same rates and pricing unless either party provides written notice of its intent not to renew no later than thirty (30) calendar days prior to the expiration date of the then-current term.

4. TERMINATION

Either party may terminate this Service Attachment or to cancel any Quote or SOW upon thirty (30) days' advance, written notice, without cause. Once the 30 days is completed an Early Termination Fee (ETF) of 50% of the total remaining contract value will be charged to the client. In the event of the termination or cancellation of this Service Attachment or of a Client-Approved Quote or SOW, Client shall reimburse Quackcom for the following items:

- Any expenses incurred by Quackcom for cancelling any software or Products ordered on Client's behalf.
- Any installation charges paid to others by Quackcom.
- Any pro-rated usage charges incurred by Quackcom.
- Any minimum term/early termination fees or charges incurred by Quackcom.
- Any out-of-pocket expenses incurred by Quackcom arising from such cancellation (including without limitation the amount charged to Quackcom from its communication carriers, manufacturers, vendors, distributors or subcontractors caused by Client's request for cancellation); and
- Any remaining, pro-rated portion of Quackcom's installation fees and charges.
- Any & all costs of collection, including without limitation, all court costs, and reasonable attorney's fees.

If either party terminates this Service Attachment, Quackcom shall assist Client in the orderly termination of services, including timely transfer of the services. Client shall pay Quackcom the actual costs of delivering any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to software services supplied by Quackcom. Quackcom immediately will uninstall all affected software from Client owned devices by Quackcom, and Client hereby consents to such uninstall procedures.

5. TERMINATION FOR CAUSE

Either party may terminate this Service Attachment, any Quote or SOW for cause without penalty. ("Cause") shall be defined as a breach of any material provision of this Service Attachment, any Quote or SOW, provided that written notice of such breach has been provided to the breaching party no later than thirty (30) days from the date of the breach, and the breach has not been resolved by the breaching party within thirty (30) days from the delivery of the notice.

6. SERVICE FEES

During the term of this Service Attachment, on each item of equipment, service, and circuits covered hereby, Client shall pay the charges specified in the Proposal or the associated SOW or Quote. Charges will commence on the date of installation of the equipment ready for use, as certified by Quackcom, except that in the case of previously installed equipment such charges will commence from the date of acceptance of this agreement by Quackcom. Services will be denied and may be terminated at Quackcom's discretion for invoices not paid by the invoice payment term due date. All charges for services performed under this Service Attachment are due monthly by direct automatic electronic debit on the 15th of each month for the upcoming service month, unless other terms are set forth in writing. Automatic payments can be set up via

direct electronic debit from a bank account or direct electronic debit via credit or debit card. Credit card processing fees will apply.

7. FEE ADJUSTMENTS

Quackcom may adjust the Service Fees charged to client as follows:

1. Network Growth. During the term of this Service Attachment, if the number of devices or networks to be covered within the scope of this Service Attachment exceeds the number of devices or networks indicated on the effective Proposal.
2. Quackcom may apply a pro rata adjustment to the total Service Fees based on the then-current fee rates specified in the Appendix A. Client shall pay all Service Fees owed to Quackcom as they become due following any such adjustment.
3. Service Fee Rate Increases. At any time after the parties sign this Service Attachment, Quackcom may elect to raise the fees that it charges for any Services provided to Client under this Service Attachment. Quackcom shall give Client no less than thirty (30) days' notice of any such increase in fees to be charged. Following its receipt of such notice, Client may terminate this agreement without incurring any additional charges or penalties, if any, that it ordinarily would incur for such termination.

8. CLIENT RESPONSIBILITIES

In order for Quackcom to deliver Services to Client under this Service Attachment, Client must reasonably cooperate with Quackcom's requests for information and minor on-site tasks. That cooperation includes, but is not limited to, the following:

- Delivery of a Letter of Agency to Quackcom for Quackcom to be authorized to act on Client's behalf with Client's Carriers, Equipment Suppliers, and Manufacturers for any Client- Owned Equipment, Systems, or software.
- Prompt responsiveness to Quackcom Technician's telephonic or written requests for Service- related information, instructions, and performance of basic diagnostic tests as needed.
- Assistance and/or confirmation of the means for Quackcom Technician to connect to Quackcom- managed equipment remotely for management, administration, configuration, and diagnostic purposes.
- Delivery to Quackcom support personnel of safe and unfettered access to Quackcom- Managed equipment to provide Services.

- Client must notify Quackcom of any any additions or deletions of equipment.
- Client must provide a list of authorized users who can request billable services.

9. NON-COVERED SERVICES

Services not covered under this Service Attachment include, but are not limited to, the items contained in this section. Special projects are not included. Special projects include implementing any change to the existing network or configurations, including but not limited to lifecycle replacements of hardware, new firewall configurations, server replacement, low voltage wiring, and camera installations. Technical support for public-owned devices connecting to Client wireless or wired infrastructure is not covered under this agreement. Service visits not covered under this Service Attachment will be invoiced to Client by Quackcom at the rates listed in Appendix C, with the exception of low voltage wiring and camera installations, and all pricing may be subject to change. Markets outside of the St. Louis region would incur additional cost for onsite maintenance and break/fix solutions as needed. Quackcom requires written preauthorization from an authorized Client Contact via hardcopy, email, or fax for any requests for Services not covered under this Service Attachment, travel expenses, expedited scheduling fees, work to be performed during Non- Business Hours, Weekends, or Quackcom Recognized Holidays. The Client shall be responsible for paying for all Services provided and expenses incurred under this Service Attachment. Quackcom may provide 24/7 support for emergency issues. Support for non-emergency issues will be provided during regular business hours and emergencies will be handled outside of regular business hours as needed. All charges for Services rendered under “Non-Covered Services” shall be invoiced to the Client at work completion or on no less than a monthly basis for continuing Services or open Service Orders and shall be paid according to terms listed on invoice. Services rendered under “Non-Covered Services” shall be delivered on an “as needed, as available” basis. “Non-Covered Services” does not guarantee the availability of any particular Quackcom employee or subcontractor for the delivery of these Services, nor any response time obligation by Quackcom. In many instances “Non-Covered Services” will require a separate Quote or SOW with an appropriate level of consideration and project planning to minimize risk and ensure a successful project completion.

10. MISSED APPOINTMENT FEE

Client or Client’s authorized representative must be available at Client or Affiliate site for the scheduled installation appointment date and time. The installation shall be rescheduled should Client or Client’s authorized representative not be available within thirty (30) minutes past the scheduled installation appointment time. Re-scheduling such missed appointment will incur a Missed Appointment Fee at the then current applicable rate. Client must provide a forty-eight (48) hour advance request for all appointment rescheduling to avoid Missed Appointment Fee.

APPENDIX B – REAL-TIME REQUEST

Real-Time Request

All requests are categorized and handled in order of the four priority response times below.

1st Priority:

Priority 1 High Priority Emergencies, Critical Issues

2nd Priority:

Priority 2 Quick Response Issues, Escalations

3rd Priority:

Priority 3 Normal Response, Non-Critical Issues

4th Priority:

Priority 4 Scheduled Maintenance, Low Priority Issues

Priority 1: High Priority Emergency/Critical Issues - Best Effort Response Time within 1 Hour

High-priority problems severely impede a business's ability to work.

1. Virus and malware infections
2. Network connectivity failures
3. Emergency or Critical Phone Issues (if included in your service agreement)
4. Servers Down
5. Phones Down

Priority 2: Quick Response Issues - Best Effort Response Time within 2 Hours

Quick Response Issues include:

1. Escalations of Priority types 3 through 5 below

Priority 3: Normal Response Time - Best Effort Response Time within 4 Hours

Normal Response Time includes Application Support & Administration Tasks:

1. Common desktop applications
2. Line-of-business and proprietary applications
3. Email or application crashed or not functioning properly
4. Printing issues
5. Database connectivity issues
6. File and folder access problems
7. General hardware failures
8. Computer performance problems
9. Single user account and group creation
10. Mailbox and distribution list creation
11. Password resets and unlocking of domain accounts
12. File and folder permission changes
13. Microsoft Outlook profile set-ups
14. Mobile device email setup and configurations along with email, contact, and calendar synchronization troubleshooting
15. File and folder restore
16. Phone Configuration Changes/Request – Non-Critical/Non-Emergency Changes

Priority 4: Scheduled Maintenance – Scheduled Response Time. Low Priority Requests – Best Effort Response Time within 24 Hours

Scheduled Maintenance includes:

1. Desktop projects can be anticipated and scheduled in advance and typically require more time to address. These requests are typically resolved within 24hrs.
2. Other special projects. See examples below.
3. Low priority requests – informational changes

Project requests include:

1. New computer setups and configurations
2. Network printer setups requiring configuration of the printer and multiple end-user workstations
3. New user setups involving multiple application installations
4. User terminations involving more than two passwords disables and/or multiple software removals or any email archiving or transfers

5. Complex desktop software installations
6. Any request involving multiple workstations (up to five), such as installing software across multiple workstations or configuring multiple workstations for new network printer.

APPENDIX C -- NON-COVERED SERVICES RATE SCHEDULE

Written pre-authorization (via email or fax) from an authorized Client representative is required for any “Non-Covered Services” requested. Quackcom also requires pre-authorization from the Client in writing should the Client desire to have Quackcom perform services under this Service Attachment at a site where remote travel expenses, expedited scheduling fees or after-hours rates would apply. The Client shall be responsible for paying for all services provided and expenses incurred under this Service Attachment. Quackcom may provide 24/7 support for emergency issues. Support for non-emergency issues will be provided during regular business hours and emergencies will be handled outside of regular business hours as needed or at Quackcom's discretion on a case-by-case basis.

RATE SCHEDULE: <https://quackcom.com/quackcom-rate-schedule>

APPENDIX D -- TERMINOLOGY AND DEFINITIONS

Authorized Contact: “Contact” A representative authorized by Client to interact with Quackcom regarding the Products and Services provided by Quackcom under this agreement.

Managed Service Levels: Quackcom Managed Services offerings that include various levels of Services to accommodate Client’s requirements and budget. Client may select the desired service level and term for Client and Affiliate sites.

Cause: A breach of any material provision of this Service Attachment, any Quote or SOW, provided that written notice of such breach has been provided to the breaching party no later than thirty (30) days from the date of the breach, and the breach has not been resolved by the breaching party within thirty (30) days from the delivery of the notice.

Change Order: Client originated request to change an element of a Quote, SOW, Device, software, or Site configuration. To be valid, change orders must be submitted by Client to Quackcom via hardcopy or email by an Authorized Client Contact.

Client: “Client” Party to whom Quackcom is providing the Products and Services provided herein, by a Quote, or by a Statement of Work.

Client Affiliates: “Affiliate” Parties affiliated with Client whom are authorized by Client to obtain Products and/or Services from Quackcom.

Client Contact Information: Contact, and backup contact, name, work phone, mobile phone, and email.

Client Managed: Items managed by Client such as: Equipment, software, licenses, service contracts, warranties, and networks.

Client Owned: Items owned by Client such as: Equipment, software, licenses, service contracts, warranties, and networks.

Client Site: “Site” A Client or Client Affiliate physical location.

End User: “Users” refers to the any person authorized by Client to utilize Service. Firewall: Network security device.

ICMP: The Internet Control Message Protocol is one of the core protocols of the Internet Protocol that includes troubleshooting utilities such as Ping.

Incident: “Incident” is defined as a software or technical issue resulting in the degradation or complete loss of service and/or resource access with defined priority levels.

Minor Changes: Configuration Change Management requests such as: firewall rule/policy, routing policy, content filtering, or software version upgrades that do not exceed five (5) aggregate Quackcom hours per Client per month.

MSA: “MSA” Master Service Agreement.

Quackcom-Managed: Items managed by Quackcom such as: Equipment, software, licenses, service contracts, warranties, and networks.

Quackcom-Owned: Items owned by Quackcom such as: Equipment, software, licenses, service contracts, warranties, and networks.

Quackcom Technician: An employee or contractor providing services to Client on behalf of Quackcom in accordance with the MSA.

Custom Services: “Al Carte” Any Client requested Services in addition to, or as an alternative to the standard Quackcom service offerings. Custom Services will be provided via Quackcom Quote or SOW on a case-by-case basis at the direction of Client.

Non-Covered Services: Services not specifically addressed or included in this Service Attachment, Quackcom Quote, or Quackcom SOW.

Published Pricing and Rate Schedule: A listing of Quackcom’s current pricing and rates.

Payment Deadline: Payment due date as listed on invoice.

Quote/Proposal/Estimate: “Quote” “Proposal” “Estimate” A document provided by Quackcom to Client detailing Products, Services, costs, and schedules in response to Client request for a Client or Affiliate Site.

Simple Network Management Protocol: “SNMP” Internet-standard protocol for managing Devices on IP networks.

Site Contact Information: Contact, and backup contact, name, work phone, mobile phone, and email.

Service Level Agreement: “SLA” Defined level(s) of service including items such as mean time between failures (“MTBF”), mean time to repair or mean time to recovery (“MTTR”); various data rates; throughput; jitter; or similar measurable details.

Statement of Work (“SOW”): A document provided by Quackcom to Client detailing Products, Services, pricing, term, and schedules in response to Client request for a Client or Affiliate Site.

Term: “Term” The initial period of commitment by Client for the Products and Services contained within this Service Attachment for a Client or Affiliate Site as defined in Quackcom Quotes and SOW(s) and any renewal periods.

Windows Management Instrumentation: “WMI” Infrastructure for management data and operations on Windows-based operating systems