

Per-Request IT Services Terms and Conditions

Following are the terms and conditions regarding service requests from customers who desire only Per-Request services from Networks Plus:

Section 1. Services

1. Networks Plus agrees to provide **reasonable effort, per-request** technical services to the Customer. Networks Plus will also perform consulting services for Customer. "Technical Consulting Services" shall include those services that support the functionality of the Customer's existing network, computers, software or related peripherals. More specifically, technical consulting services shall be identified as follows and charged at the rates set forth in Section 2: Other services (i.e. training, and upgrades, etc.) may be negotiated on an individual basis. "Reasonable Effort" is herein defined as the assignment of technical resources to address a Customer request as Networks Plus's scheduling and workload allows.
 - 1.1. **Technical Consulting:** Services that related to installation, maintenance, patching, troubleshooting, repair, or upgrades as requested. A list below is provided by way of example and is not intended to be all-inclusive. Commercially reasonable efforts will be made to support custom, specialty, or line-of-business applications, or solutions not sold or supported by NP, if the customer provides documentation and/or third-party support information for the same.
 - PCs, laptop computers, tablet PCs, as well as operating systems and standard applications.
 - Servers, as well as operating systems and standard server-based applications.
 - Virtual machine hosts and environments, as well as operating systems and standard applications.
 - Networking and connectivity components, such as hub, switches, transceivers, routers, firewalls, or wireless access points.
 - Backup hardware and software not sold and supported by NP.
 - Cloud-based applications not sold and supported by NP.
 - Routed or Multi-network environments
 - High Availability virtual hosting or environments
 - 1.2. Other services, such as training, assistance with budget planning, or acting as a technical liaison with third parties, may be available upon Customer's request. If Customer gives prior consent for other services, Customer shall pay Networks Plus a fee mutually agreed upon by the parties prior to the performance of the other services.

Section 2. Payment

1. The parties agree that the following hourly rates apply to the technical services provided by Networks Plus:
 - Technical Consulting Services: \$225/hour, plus travel time, if applicable
 - Travel Time: \$225/hour
 - Emergency Services rendered after Networks Plus's business hours (8 a.m. to 5 p.m. Monday through Friday, excluding holidays): double the hourly service rate with a one-hour minimum charge.
 - Scheduled Services after NP business hours: 1.5 times the hourly service rate with a one-hour minimum charge.

2. Topeka, Manhattan, Salina and Home, KS are recognized as the home base towns for Networks Plus technicians. Travel time will be recorded upon departure from the closest Networks Plus home base and assessed one-way from home base location to Customer location. If the Customer requests a specific technician, full travel time from the technician's location will be assessed. Customer will reimburse Networks Plus for any reasonable expenses related to overnight travel, including but not limited to lodging, meals, etc.

3. Service time shall be invoiced in fifteen-minute increments, rounded to the next quarter hour. Service time will begin when a technician departs from nearest home base.
 - 3.1. Should Technical Consulting Services be performed using remote connectivity, Service time will begin when the technician is connected to the machine on which service is being requested.

4. Customer will be invoiced by Networks Plus for all services rendered, and all such invoices shall be paid by Customer on a Net-30 basis. Invoices not paid within 30 days will incur a 3% finance charge.

Section 3. Standard of Care and Compliance with Laws

1. Networks Plus shall exercise the same degree of care, skill, and diligence in the performance of all services to Customer that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals in similar circumstances.
2. Networks Plus shall comply with, and cause any of its subcontractors to comply with all applicable federal, state and local laws, orders, rules and regulations relating to the performance of all services.

3. Networks Plus is an equal opportunity employer and does not discriminate against any person on the grounds of race, religion, disability, ancestry, age, color, national origin, or sex. Networks Plus requires the same assurances from its vendors and subcontractors.

Section 4. Liability

Each party shall hold harmless and shall indemnify the other for any liability, loss, cost, expense or damages sustained by the party by reason of any act, neglect default or omission of it or its agents or employees. Nothing herein is intended to nor shall relieve either party from liability of its own act, omission or negligence. Networks Plus shall assume responsibility for damages that Customer incurs, which result from the gross negligence, recklessness and/or willful misconduct of Networks Plus, including its employees, agents, and subcontractors, related to the performance of the Services for Customer. Said responsibility shall be limited to actual and direct monetary damages only, and shall not include indirect, consequential, incidental, special, punitive, or exemplary damages, or for any loss of profits or revenue. Networks Plus's liability shall not exceed the amount of monies paid or due by Customer to Networks Plus for services provided during the occurrence giving rise to such liability.

Section 5. Miscellaneous Provisions

- 1.1. **Non-solicitation of employees.** The Customer will not solicit or hire any Networks Plus employee within 12 months of the employee's separation from Networks Plus unless the Customer obtains prior written authorization from Networks Plus.
- 1.2. **Independent Contractor status.** Networks Plus and its employees are independent contractors. Neither Networks Plus nor its employees are employees of the Customer.
- 1.3. **Confidentiality.** The parties hereby consent to the disclosure of its Confidential Information to the employees, contractors or consultants of the other party as is reasonably necessary in order to allow the other party to perform its obligations. Networks Plus agrees that, in addition to any other limitation, Networks Plus will require all of its technicians and engineers, and any other person who is exposed to confidential information of Customer, to sign a non-disclosure or business associate agreement, if applicable, prohibiting such employee from disclosing or communicating such confidential information to any other person, except as required to perform services for Customer, and then only to the limited extent necessary to perform such services. Networks Plus shall maintain the confidentiality of all data owned, created or possessed by the Customer (hereinafter referred to as "Customer Content") in accordance with all applicable federal and state laws and regulations. Unless and until directed to do so by the Customer or court order, Networks Plus shall not disclose any Customer Content to any person or entity who is not legally entitled to the same.
- 1.4. **Networks Plus Indemnification.** Networks Plus shall defend, indemnify and hold Customer harmless against any and all damages, costs, liabilities, expenses (including reasonable attorneys' fees) and settlement amounts incurred in connection with any suit, claim, or action by any third party alleging that the Products furnished by Networks Plus (except for any Third-Party Software or Open Source Software) infringe any U.S. patent issued as of the Effective Date, U.S. copyright or trade secret right enforceable in the U.S. The foregoing indemnity obligation shall not extend to any claims of infringement arising out of: (a) a modification of the Products by anyone other than Networks Plus; (b) a combination of the Products with any third-party software or hardware where such combination is the cause of such infringement; or (c) the use of a version of Products other than the then-current version if infringement would have been avoided by the use of the then-current version made available to Customer. Networks

Plus's obligation to indemnify hereunder is subject to Customer: (i) giving Networks Plus prompt written notice of any such claim; (ii) giving Networks Plus sole control over the defense and settlement of any such claim; (iii) providing full cooperation for the defense of any such claim, at Networks Plus expense; and (iv) not entering into any settlement or compromise of any such claim without Networks Plus prior written approval. Upon notice of an alleged infringement or if in Networks Plus opinion such a claim is reasonably likely, Networks Plus will have the option, at its own discretion and expense, to (a) procure for Company the right to continue using such Product, (b) replace such Product with a non-infringing Product of similar quality and purpose, (c) modify such Product to make it non-infringing, provided the modified Product remains similar in quality and purpose to such Product. This section sets forth the sole and exclusive liability of Networks Plus and the Customer's sole and exclusive remedies for infringement by the products of third party.

- 1.5. **Customer Indemnification.** The Customer shall defend, indemnify and hold Networks Plus harmless against any and all damages, costs, liabilities, expenses (including reasonable attorneys' fees) and settlement amounts incurred in connection with any suit, claim, or action by any third party alleging that (a) Customer has used the Products or Networks Plus services other than in compliance with the terms and conditions set forth in this document (b) the use by Networks Plus of any of the materials or data provided by Customer to Networks Plus infringes or misappropriates the Intellectual Property Rights of a third party or (c) the use by Networks Plus of any of the materials or data provided by Customer to Networks Plus violates any laws or regulations. Customer's obligation to indemnify hereunder is subject to Networks Plus: (i) giving Customer prompt written notice of any such claim; (ii) giving Customer sole control over the defense and settlement of any such claim; (iii) providing full cooperation for the defense of any such claim, at Customer expense; and (iv) not entering into any settlement or compromise of any such claim without Customer prior written approval.
- 1.6. **Best Practices and Assumption of Liability:** NP will perform the Service to conform with best practices, according to generally accepted industry standards, including, but not limited to, password complexity, remote access methods, and general security principles. Should the customer request changes which fall outside of the recommendations made by NP, the Customer assumes all liability for any risks such changes might entail, as well as any incidents which are attributable to the requested changes.