SERVICES AGREEMENT

Adams Technology Group, Corp.

Vision Statement

Technology is what we do, not who we are.

Mission Statement

We Keep your Computers and Internet Running Fast and Secure.

Introduction & Overview

Adams Technology Group, Corp. (ATG), provides Managed Technology Support Services for network, end-user desktop and/or laptop, servers, Internet of Things (IoT), Voice over Internet Protocol (VoIP) Services, Internet Services, and computers sales and repair services for small to medium sized businesses.

Smadatek guides and supports clients with a total IT infrastructure management solution. This IT-as-a-Service (ITaaS) provides comprehensive support for a fixed monthly fee or an hourly support rate for remote help desk and onsite field services. Smadatek's Help Desk, network and system administrator and Field Services technicians utilize best practice business methodology that is optimized to reduce technology downtime for our clients.

UCForge is our VoIP services platform and provides Clients with best-in-class telephone service, hardware, and a client friendly portal. Our calls are clear and our proprietary network helps us provide a high level of customer service, fast deployments, and high availability.

SmadaLABS builds fast and reliable computers and has a full repair bench that repairs desktops and laptops. Often referred to as the 'bench,' these services are solely available to our current business clients. Our goal is to turn around hardware repairs within twenty four hours.

Pricing & Service Descriptions

All pricing and service descriptions are subject to change with sixty-days notice to the Client. Client also understands costs of services and corresponding price(s) of services do not live in perpetuity.

Proprietary & Confidential

All product and service descriptions, monthly pricing, hourly rates, and methodologies are proprietary and confidential in nature and are NOT to be shared with anyone outside of Client's organization.

METHODOLOGY

I. Commitment

ATG is committed to provide the Client with the necessary professionals and resources to ensure successful delivery of services contained within this services agreement, and will meet the requirements contained herein. Our understanding of your current Information Technology (IT) and Information Systems (IS) environment, combined with our high level of customer service will result in incredible value and an unmatched partnership.

II. Intention

To minimize technology downtime and disruptions for your organization

BILLING DEFINITIONS & EXPECTATIONS

I. MONTHLY SERVICES (PRIORITY SUPPORT)

A. Help Desk & End User Support:

All monthly and hourly customers have access to our Help Desk. We aim to answer every phone call within three rings and respond to every email ticket within thirty minutes. Monthly services are calculated by the number of employees receiving support that actively use a computer desktop or laptop.

All non-covered employees or contractors who reach our Help Desk for support will be billed our standard hourly remote support rate of $150/hour in thirty minute increments.

We will provide priority HELP DESK support for all covered employees, including, but not limited to the following:

- Business Class Monday through Friday, 8am to 5pm MST
- US Based Help Solution Experts
- Desktop and Laptop devices
- Mac and Windows Operating systems
- ATG Cloud Services (see section IV)
- Hardware Troubleshooting & setup (monitor, mouse, keyboard, and other desktop and laptop components)
- Printer Share & Driver Troubleshooting & setup
- VPN troubleshooting & setup

- Basic end user onboarding and offboarding (see section VI)
- UCForge VoIP troubleshooting and maintenance
- **Note:** Desktop Maintenance does NOT include any hardware repair, parts, or other electrical or mechanical items

B. Endpoint (desktops and laptops) Security, Maintenance & Support

Desktops and Laptops are billed according to the number of endpdoints per month that have our security and monitoring tools and support applications installed on. These devices are audited every 30 days; any increases or decreases are reflected in the monthly invoice.

Security & Maintenance includes:

- Operating System security updates and patches
- Managed Antivirus as a Service
- Endpoint Detection and Response as a Service

C. Server Security, Maintenance & Support

Monthly Server maintenance will be conducted in attempt to detect and resolve issues before they cause downtime. The second weekend of the month is our designated maintenance window for all Server updates and patches. This typically requires a server restart.   This window is approximately three to four hours dependent of server hardware, operating system and applications to include but not limited to:

- Security Patching – Microsoft
- Security Patching - 3rd Party (Adobe, Java, etc.)
- Anti-Virus Software Monitoring, Updates and Cleanup (Daily)
- Anti-Spyware Software Monitoring, Updates and Cleanup (Daily)
- Hard Drive Checks
- Logical Disk Space Check
- Event log review and remediation
- Hardware and Software Asset Management
- Driver Updates

Physical and Virtual servers are treated as a 'server'. For example: (and a common server configuration) a single physical server could potentially have three virtual servers; totaling four monthly support charges. Servers are audited every 30 days; any increases or decreases are reflected in the monthly invoice.

Servers are defined as: Active Directory (AD) Server, Application (APP) Server and the virtualization Hypervisor (HYP) Server.

D. Mobile Devices (phones & tablets) Security, Maintenance & Support

Mobile devices are available for monthly support if they are enrolled in one our Mobile Device Management (MDM) platforms. Mobile devices that are not enrolled and require support for either

hardware, end user or operating system functionality or training, will be billed at our standard hourly remote support rate in thirty minute increments.

Mobile devices that are enrolled in our monthly support program through an approved MDM service will be audited every every 30 days; any increases or decreases are reflected in the monthly invoice.

Apple IOS and Android devices will require a 3rd party MDM application that allows our Help Desk to manage appropriately.

II. FIELD SERVICES

Onsite work at the Client location is considered Field Services. We have two types of Field Services work.

TECH I:

Basic troubleshooting, printer support and installation of basic computer hardware and accessories. We consider this our "Concierge" services.

TECH II:

Network infrastructure (firewalls, switches and wireless access points), server and any security (onsite or remote) diagnosis or remediation.

III. BENCH SERVICES

We have a computer and hardware LAB environment where we build and repair desktops and laptops for our Clients. Endpoint diagnostic and troubleshooting, OS wipe and reinstalls and endpoint backups are all but not limited to our "Bench" Services. Bench services will be quoted to the Client for approval before any work commences on the endpoint.

A. Bench Services Fees

Hourly rate: $150
 Hardware/endpoint diagnostic: $99
 New hardware provision: $150
 Existing hardware Operating System (OS) wipe and reinstall: $150
 Endpoint backup: $75 (backup retained for thirty (30) days)

B. SmadaLABS Computer Sales & Procurement

We have our own priority computer series: S1, S2, S3 that are covered by a three (3) year parts & labor warranty. These computers can be requested through our Help Desk and a quote will be provided.

We can also provide procurement services for client specific desktop or laptops and held in ATG inventory to be used for new employee onboarding or as a hot spare for enduser replacement. All procurement inventory will be authorized by Client via an approved sales quote and updated and identified in a secure Google Sheet shared with Client.

IV. ATG CLOUD SERVICES

Cloud services are applications resold from 3rd party vendors. Cloud services will be audited every every 30 days; any increases or decreases are reflected in the monthly invoice. If there is an appropriate setup fee charged from the 3rd party, it will be assessed to the client on the next monthly invoice with any prorated mid month amount.

Cloud services will include but not limited to:

- Backup data and retention services
- Microsoft Office and 365
- Google Workspace
- Spambrella (email security)
- Blumira Security Information & Event Management (SIEM)
- Keeper (password security)

V. 3RD PARTY VENDOR AND PRINTER HARDWARE SUPPORT

ATG will work directly or indirectly with 3rd party vendors for hardware (e.g. printers, scanners, TVs), software (premised or cloud based) or services (e.g. Internet, VoIP). The Help Desk will ensure the endpoint (device) is working properly and engage the 3rd party vendor on behalf of the client.

However, Client understands ATG must have proper access/authorization to collaborate with any 3rd party support effectively. This authorization between Client and vendor is billable time. 3rd party vendor and application support is a 'best effort' service, and Client understands ATG is not responsible for 3rd party vendors patches, updates, security patches or vulnerabilities.

3rd party applications may include but not limited to:

- Java
- Quickbooks, Drake, Lacerte and other accounting programs
- Slack
- DUO
- Zoom
- Octa
- Asana
- Server applications and etc.

VI. NEW EMPLOYEE ONBOARDING

Employees are 'onboarded' onto the Client network for access to an endpoint, email, and other programs and applications. ATG can manage new employee (end user) onboarding with assistance/guidance of Client to ensure new employee accounts and permissions are properly created prior to employee's start date.

This includes domain, local pc, email accounts, the installation of critical applications, and if applicable, VoIP extension setup.

Adding a new user (employee or contractor) to either an existing or new hardware will be charged an onboarding fee. There is a basic onboarding fee and an advanced onboarding fee for complex provisioning of programs and hardware required by the client.

A. Basic end user onboarding includes:

- Domain/local user creation
- Office 365 (license procurement, email account creation and applications installation)
- Google Workspace
- Chrome (or other client preferred browser)
- Must be done remotely

The Basic enduser onboarding fee is $150 but is included in our Priority Monthly Service.

B. Advanced onboarding:

Includes Field Services. See Section II.

C. Custom onboarding are for clients who have complex or critical applications that need to be procured, installed and configured such as:

- 3rd party application procurement, licensing and or configuration
- Custom end user staging (application pinning, folder pinning)
- Custom onboarding checklist worksheet

The custom onboarding fee is calculated based on actual time to onboard the end user and will be determined once the onboarding document (worksheet) has been developed.

VII. NEW ENDPOINT PROVISIONING

If Client procures a new endpoint (desktop and laptop) on their own or commissions ATG to procure a new endpoint it will need to be 'provisioned'. Provisioning is simply the process of configuring the endpoint to ensure it is ready for the Client employee (end user) to use.

See Bench Services, Section III, pricing.

ATG can also install, setup and provide custom deployments for Client end users via our Concierge services. Refer to Field Services section II.

VIII. 24/7 INFRASTRUCTURE MONITORING AND MANAGEMENT

ATG will monitor the client's physical infrastructure: firewall, servers and storage equipment (as applicable) via our network monitoring program. This monitoring does NOT provide any web filtering or data capture. Monitoring is done via SNMP with the intention of monitoring network availability to include bandwidth utilization, uptime, ping times and latency data points for the purposes of diagnosing network issues.

Infrastructure support is available 8am to 5pm MST, Monday through Friday. Any Internet or other infrastructure problems should be routed to the Help Desk and billable at the normal remote and field services applicable rates, unless specifically covered under a monthly infrastructure services agreement.

After hours infrastructure support will be billed at the after-hours hourly rate of $225.00 for remote support with a one hour minimum. Onsite after-hours support for Field Services dispatch will be billed at $307.50 and includes all travel time to and from Clients location.

IV. OTHER SUPPORT SERVICES

A. Strategic Planning & Consulting

ATG will participate in any strategic planning meeting and provide consulting services at our professional services rate of $250 an hour at a 1 hour minimum.

B. Virus, Ransomware, Cryptolocker and nefarious and malicious program recovery & remediation

Services for protection and/or recovery services are billed $205 per hour for all work done, remotely or onsite to restore Client's network and endpoints back to a secure and operational state.

C. Remote/Home Office Networks

We support end users (employees or contractors) from wherever they work (home, an airport, coffee shop, hotel room, conference center and etc.) Because the location is uncertain and undocumented we will provide three steps of troubleshooting to ensure the endpoint is able to access client resources.

Step 1: Verify endpoint is functioning properly

Step 2: Verify endpoint can access the Internet

Step 3: Verify client resources are accessible by the endpoint

We allocate approximately 15 minutes for this process to be conducted. If the issue is deemed to be a home or remote network issue all time to troubleshoot and remedy the problem are billable at the remote Help Desk rate. If the enduser requests the Help Desk agent help with contacting the ISP or being part of a three-way conference call, all time to include hold time, transfers and call back time is billable at the remote Help Desk rate of $150 per hour.

D. Special Projects, Technology upgrades and updates (technology refresh)

Smadatek will provide strategic planning, monthly reporting, budgeting and technology recommendations throughout the year. This consulting service will help align IT needs with business goals and budgets.

SPECIFIC SUPPORT EXCLUSIONS

The following items are excluded and/or outside ATG's business services

- Custom Program Development or Creation
- Asset Recovery
- Remote users or devices (unless already identified and included)
- Disaster recovery equipment or design
- ANY Mobile phone support other than mobile email and wifi access connectivity
- Any reverse engineering needed because of, but not limited to: admin access, program functionality, device access, etc.

IMPLEMENTATION PLAN FOR CLIENT

Smadatek understands that change can create downtime leading to a disruption in business operations. By following our simple approach, we provide the methodology to migrate Client's legacy IT services by using project management processes, knowledge and experience.

The IT migration will start with a project kickoff meeting that will outline the key milestones to include, but not limited to:

- Single point of contact for Client established
- Project for Client will be created
- Site Survey(s) will be scheduled & conducted for each location
- Endpoints onboarded
- Servers onboarded
- Network deployed
- Voice network configured and deployed (if applicable)
- Set up new access password to Servers (if applicable)

- Check servers for recent software updates (if applicable)
- Set up new Admin passwords for endpoints and servers
- WiFi management via Unifi UAP devices
- Review retention and back up plan
- Identify back up equipment and back up integrity
- Review disaster recovery action plan
- Coordinate with Client project start date
- Customer to provide all necessary number porting paperwork (if applicable)

Note: During the site survey phases, ATG might uncover endpoints, servers and devices that could change the quantities identified on this quote. Those items will be immediately disclosed and any changes to this service agreement will be approved by Client.

HELP DESK and SUPPORT SERVICES CONTACT INFORMATION

I. Creating a Help Desk Ticket

Client staff, employees and contractors will initiate support requests as follows:

- Call direct to the Help Desk support number toll free: 877-747-4284 or local 208-906-8318
- Create a ticket directly from the end-user desktop system tray icon
- Open a ticket via the chat widget at www.smadatek.com
- Send an email to: **help@smadatek.com**

SMS or MMS texting any of ATG, smadatek, UCForge or smadaLABS published or unpublished numbers will not be accepted to create a help desk or service support request.

Portal access to smadatek's ticketing system will be granted to all employees or managers requested by Client. This secure portal provides visibility to all tickets. You can make this request by emailing help@smadatek.com and a member of our support team will get this set up for you.

II. Normal Business Hours

Support requests via phone and email are routed through the Help Desk Team during standard business hours (M-F from 8am to 5pm MST) and are managed via support tickets. The Help Desk will facilitate any onsite visits, hardware repairs, equipment replacement or software upgrades.

III. After Business Hours, Weekends and Holiday's

Emergency Support is provided for mission critical systems after standard business hours and must be initiated via a call or email to the Help Desk.

Company Holidays include New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day.

After business hours, weekends and holiday support is billable at $225/hour with a one hour minimum. Upon leaving a voicemail or submitting a ticket into the desk via email, technicians will have a two hour window to respond to the support request.

On-Call Technicians will also have a corresponding On-Call engineer for all network, server and security escalations.

IV. Billing Questions

All billing questions can be routed through our Help Desk or by calling 208-906-8320 or emailing billing@smadatek.com

---

STANDARD HELP DESK AND FIELD SERVICES SUPPORT

Clients who ONLY utilize our Endpoint or Server Security, Maintenance and Support tools will have full access to our Help Desk and Field Services support at the remote help desk rate of $150 per hour billed in thirty minute increments upon completion of support ticket. Field services for onsite support and repair is billed in thirty minute increments with a one-hour minimum at our published rate of $205 per hour.

After hours, weekends and holiday rates also apply to Standard Support Clients.