



MASTER SERVICES AGREEMENT

For:



Corporate Office
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Phone: (813) 490-4260
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www.concertium.com

Master Services Agreement

Name of Client: Career Source Heartland
Client Address: __5901 US Hwy 27 South, Suite 1_____
City: __Sebring_____ State: __FL_____ Zip Code: __33870_____
Primary Client Contact: __Keith Hayden_____ E-Mail/ Phone: ____(863) 385-3672_____

This Master Services Agreement (this, "**MSA**"), effective as of __2/10/21__ (the "Effective Date"), governs the purchase and sale of Services by Enablewise, LLC d/b/a Concertium ("Concertium") to Client. "Client" means the entity placing a purchase order ("Order") with Concertium, and/or signing and delivering to Concertium a Statement of Work ("SOW") describing the recurring or recurring or non-recurring managed and/or professional services, (the "Services") to be provided by Concertium. In the event that Client and Concertium enter into a subsequent Master Services Agreement that provides the terms and conditions for the purchase by Client of Services from Concertium, then such subsequent Master Services Agreement shall take precedence over and shall replace this MSA as of the effective date of such subsequent Master Services Agreement. The delivery of a signed SOW by Client shall be deemed to be the irrevocable acceptance of and agreement to this MSA by Client. Concertium reserves the right to change this MSA from time to time. In such event, Concertium shall place a notification on its website that this MSA has changed and place such notification in Client invoices or other written communications with the Client, and in both cases directing the Client to review the revised MSA. The MSA in effect as of the date of Concertium acceptance of any Order or SOW shall be the MSA that governs the performance of that Order or SOW by Concertium and Client. Each of Concertium and Client are referred to in this Agreement as a "**Party**" and collectively as the "**Parties**". By causing a duly authorized Officer of each Party to execute this Agreement below, each Party agrees to be bound by the terms of the Agreement and any Order or SOW entered into hereunder, which when signed by both Parties, shall be added to this MSA from time to time during the term hereof.

1. **Services**

Concertium shall provide certain managed and/or professional services (the "**Services**") for Client as described in a SOW. Additional SOWs for Services, when signed by both Parties, shall be added to this MSA from time to time during the term hereof. All SOWs are incorporated in and form a part of this MSA and shall be governed by the terms and conditions of this MSA whether the SOW expressly references this MSA or not. In the event of any conflict or ambiguity as between the terms of this MSA and the terms of any SOW, the terms of the SOW shall control.

2. **Term and Termination**

(a) **Term.** This MSA shall commence on the Effective Date and continue in effect for a period of twelve (12) months (the "**Initial Term**"). After the Initial Term, this MSA (excluding SOWs) shall automatically renew each year on the anniversary of the Effective Date for an additional twelve (12) months under the same terms and conditions, unless either Party notifies the other in writing at least ninety (90) calendar days prior to the expiration of the Initial Term or any subsequent renewal period as applicable (a "**Non-Renewal Termination**"). Either party may terminate this MSA and all SOWs agreed to hereunder for any reason by sending written notice to the other party one hundred twenty (12) days prior to the effective date of said termination (a "Mid-Term Termination"). Upon notice of either a Non-Renewal Termination or a Mid-Term Termination of this MSA, if the Services provided by Concertium are Managed Services, Concertium shall provide all reasonable transition services to assist in the migration of the Client

to a new managed services provider. For all other Services provided by Concertium at the time of such Mid-Term Termination or Non-Renewal Termination, Concertium agrees to work in good faith with Client to transition any and all outstanding projects or assignments in accordance with all reasonable instructions provided by Client. Such transition time shall be billed by Concertium at Concertium's Time and Materials Rates, as defined in any applicable SOWs.

- (b) Termination for Bankruptcy. In the event that either Party (i) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; or (iii) makes an assignment for the benefit of all or substantially all of its creditors, then the other Party may, by giving written notice of termination to the first Party, terminate this MSA and any and all SOWs hereunder as of a date specified in such notice of termination; provided, however, that Concertium shall not have the right to exercise such termination so long as Client pays for the Services in advance on a month-to-month basis by certified bank check or other method as agreed by Concertium.
- (c) Termination for Cause. Either Party may terminate this MSA or any SOW upon written notice for the breach by the other Party of any material term, if such breach is not cured within sixty (60) days following receipt of written notice of breach from the non-breaching Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party. Upon termination for cause by either Party, or termination under subsection (b) by either Party, Concertium shall be entitled to collect all past and current amounts due and owing. In addition, upon termination by Concertium for cause, Concertium shall be entitled to accelerate all future amounts payable to Concertium under each SOW or this MSA such that all remaining periodic payments of the then-current term of each SOW are immediately due and owing. Upon Termination for Bankruptcy or Termination for Cause, all fees, invoices, and open balances must be paid within fifteen (15) days of Client's receive of Concertium's invoice.
- (d) Post Termination Assistance. Upon termination of Concertium's Services under this MSA or any Order or SOW, Concertium will provide Client with all relevant data, reports, metrics, and information of or relating to Client within Concertium's possession, custody, or control. Upon termination, Concertium shall also provide Client with any hardware, devices, equipment or the like purchased by Concertium on Client's behalf that Client has previously paid for which, at the time of termination, remain undelivered. Thereafter, Concertium will have no obligation to maintain or provide Client with such data, reports or metrics. Notwithstanding anything to the contrary in paragraph (a) of this Section 2 or paragraph (d) of this Section 2, Concertium shall have the right to withhold any and all transition services, including access to administration rights, until Client's balance for all outstanding fees, invoices, and open balances are paid in full.
- (e) Survival of Terms. Sections 2(d), 3, 5, 6, 7, 9(b), 12, 22, 23, and 25 shall survive any termination or expiration of this MSA. Except for a termination by Concertium pursuant to Sections 2(b) or 2(c) above, upon expiration or termination of this MSA, any existing and uncompleted SOW will be honored by Concertium, and this MSA shall be deemed to be extended solely for such SOW for a period of time not to exceed the then-current term of the SOW. In the event of any termination or expiration of this MSA or any SOW hereunder, Client shall pay all charges that have accrued as of the applicable date of such termination or expiration.

3. Invoicing, Payment Terms, Rate Increases

All Services hereunder shall be performed at the rates set forth in a SOW or Change Order. Unless otherwise agreed by the Parties in a SOW or Order, Client shall prepay Concertium for any hardware purchased by Concertium on behalf of Client. Furthermore, Concertium shall invoice Client monthly for all recurring Services to be provided during the following month (prorated for any partial month), beginning upon the earlier of (i) service transition completion, or (ii) 60 days after signature of the SOW. Unless otherwise agreed by the Parties in a SOW, one-time start-up fees will be invoiced upon signing the corresponding SOW. All other Services will be invoiced as described in the applicable SOW or Change Order. Notwithstanding the foregoing, Concertium shall invoice Client for any third-party communications tariffs or other fees incurred in connection with the Services upon Concertium's receipt of invoices for those fees. Client agrees to pay such third-party fees when invoiced by Concertium, regardless of the date of service.

Unless otherwise agreed by the Parties in a SOW or Order, Client shall pay to Concertium all invoiced amounts within thirty (30) days of receipt of Concertium's invoice. If Client disputes an invoice, Client shall, within thirty (30) days of its receipt of such invoice, provide written notice to Concertium, detailing the fees being disputed and the basis therefor. If Client fails to dispute an invoice within fifteen (60) days, Client will be deemed to have accepted such invoice in full. In the event of a good faith dispute, Client shall pay all fees that are not in dispute. The Parties shall use commercially reasonable efforts to resolve all disputes as promptly as possible. In addition to other remedies available to Concertium, overdue invoices may be assessed a late payment charge of one and a half percent (1.5%) per month (or the highest rate permitted by applicable law) commencing on the 31st day after the invoice date. Additionally, Client agrees to pay Concertium's costs of collection, including reasonable attorney's fees, for all invoice balances that are not paid on or before the applicable payment date. Concertium shall have the right to apply all payments received from Client to any amounts due and payable by Client to Concertium under the terms of this Agreement. If Concertium issues a credit memo or credit note (a "Credit") to Client, Client shall request such be applied in full against future invoiced amounts within one hundred eighty (180) days from the date of issue of the Credit. The amount of any Credit not applied by Client within the foregoing period shall be deemed to be forfeited.

Unless otherwise agreed to by the parties in any SOW or Change Order, to the extent that Services established under this Agreement extend beyond one year after the execution of the MSA, Concertium shall be entitled to increase Recurring Service (as such term is defined in the SOW) fees during each year of the term after the initial year. Unless stated otherwise, such adjustments shall not affect Time & Materials ("**T&M**") rates. Concertium will provide Client with thirty (30) days advance written notice of any increase. Notwithstanding the foregoing, Client agrees to pay for any increase in communications tariffs or other fees charged to Concertium by third parties for reasons outside of Concertium's control.

- (a) Out of Pocket Expenses. To the extent set forth in a SOW, and only upon the advance written approval of Client, Concertium shall be entitled to certain per diem expenses such as expenses for travel, housing, and meals in connection with overnight travel necessary and related to the performance of this Agreement." Absent good cause, Concertium shall request approval for such expenses in writing at a reasonable time in advance of such travel. The request, approval of which shall not be unreasonably withheld by Client, must include the dates of such travel, an explanation of the purpose or necessity for such travel, an estimate of travel expenses expected

to be incurred, and an estimate of the number of Concertium employees expected to take part in such travel. As a result, in addition to the fees for Services hereunder, Client agrees to reimburse Concertium for the commercially reasonable, pre-approved out-of-pocket expenses incurred by Concertium or its employees that are necessary and related to the performance of this Agreement. Travel time, if required and pre-approved by Client, will be charged at Concertium's standard hourly rate, but shall not exceed eight hours per day per Concertium representative. Concertium shall submit invoices to Client monthly for out-of-pocket expenses incurred during the preceding month.

- (b) Additions & Subtractions. To the extent set forth in a SOW, in the event Client adds additional personnel or devices that require Concertium support there will be an additional charge equal to the device/ user/ network/ server multiplier and it shall be added to the monthly recurring invoice. Personnel or device deductions are allowed. Notwithstanding the foregoing, Client is limited to a maximum of thirty percent (30%) user or device reductions from the initial users or devices supported post the initial onboarding during the life of the Initial Term or during the life of any twelve (12) month Renewal term. Any reductions by the Client of users or devices greater than thirty percent (30%) from the initial levels must be made at the start of any Renewal Term.
- (c) Audit Rights. Concertium shall have the right to audit Client records, systems tools outputs or any other system information during the Term and for up to twelve (12) months after the effective date of termination for verification that Client's use, installation, execution of the Services complies with the terms of the MSA, SOW, instructions from Concertium, and all applicable laws and regulations. In connection with any invoice dispute, as contemplated by this Section, Client may request in writing, and Concertium shall promptly provide, an accounting of all work and activities performed by Concertium in connection with that disputed invoice or portion thereof.
- (d) Suspension of Services. In the event an undisputed invoice remains unpaid more than thirty (30) days past its due date, Concertium may suspend the performance of the Services hereunder until such invoice is paid.

4. **Change Order Procedures**

Additional services requested by Client not addressed in a SOW or Order will be billed at Concertium's T&M rates ("**T&M Services**") upon Client approval of the T&M Services or signing of a Change Order. Either Party may initiate a Change Order by submitting a written request to the other Party along with an explanation of reasons as to why such change, modification, or addition is desirable or necessary.

All Change Orders must contain:

- a) a description of any additional or reduced Services to be performed and/or changes to the performance required of either Party, including the estimated additional or reduced number of personnel needed for such performance;
- b) a description of any additional, reduced, or different Services to be rendered;
- c) a statement of the impact of the additional Services, or changes to the Services, schedule, costs, or other requirements of the applicable SOW;
- d) the signatures of duly authorized individuals of each Party;

Within ten (10) business days of the submission of a Change Order from one Party to the other, the receiving Party shall notify the other Party of its acceptance or its rejection. Either Party may, in its sole discretion, reject any Change Order requested by the other Party. However, if Concertium requests a Change Order to fix any deficiencies in Client's infrastructure necessary to allow Concertium to successfully provide its Services under any SOW, then Client must accept that Change Order or Concertium's obligations to Client under the applicable SOWs shall terminate upon rejection of the proposed Change Order. Notwithstanding anything to the contrary set forth herein, any Client proposed Change Order the effect of which, whether on its own or in the aggregate with previously requested Change Orders, would be to reduce the monthly fees payable to Concertium for the Service or Services that are the subject of the Change Order by more than thirty percent (30%) of the monthly amount payable to Concertium for such Service or Services pursuant to the applicable SOW or SOWs under which such Service or Services are provided shall be deemed null and void and rejected by Concertium. Notwithstanding anything in this MSA to the contrary, in no event shall a rejecting Party be responsible for any damages suffered by the initiating Party as a result of the refusal to accept a Change Order request. Once accepted, the terms of such Change Order shall be deemed to be incorporated into the applicable SOW.

5. Protection of Confidential Information

By virtue of this MSA, all applicable SOWs, and the performance of the Services by Concertium, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Each Party agrees that, absent the express prior written consent of the other Party to the contrary, (a) it will use Confidential Information (as defined below) belonging to the other Party solely for the purposes permitted under this Agreement, and (b) it will not disclose Confidential Information belonging to the other to any third party other than its employees, regulators, vendors, trading partners and/or agents reasonably requiring such Confidential Information for purposes of this Agreement and who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein. Each Party will promptly inform the other Party if it becomes aware of an unauthorized use or disclosure of the Confidential Information of the other Party. If a Party becomes subject to a legal requirement to disclose the Confidential Information of the other Party, then the Party receiving the disclosure request shall, prior to making disclosure thereunder, give prompt notice to the other Party so that the other Party may seek a protective order at its own expense.

For purposes hereof, "**Confidential Information**" shall mean (i) the terms and conditions of this Agreement, and (ii) any and all information belonging to a Party, whether stored in written, electronic, representational or physical form, concerning a Party's business, which is not at the relevant time (iii) known generally to the public through no act or omission in violation of this Agreement or in violation of another duty of confidentiality to such Party, (iv) furnished to the disclosing Party by a third party having the lawful right to do so, or (v) known to the disclosing Party prior to disclosure hereunder (as established by written documentation thereof). Confidential Information further expressly includes, but is not limited to, trade secrets, software and procedures manuals and documentation, computer programs, data file content and organization, financial data,

marketing plans, customer lists and customer account information and similar information to the extent it is within the scope of the preceding sentence.

6. Ownership of Property

All drawings, specifications, software, documents, manuals, materials, devices, servers, equipment and all other forms of tangible and intangible property, whether existing prior to or developed by Concertium in the course of performance of the Services and furnished to Client by Concertium hereunder, shall remain the property of Concertium or its licensors as applicable and shall be used by Client for the sole purpose of the Services, and shall be promptly returned upon the expiration or termination of the term of the applicable SOW or as otherwise directed by Concertium. This Section does not apply to all hardware, devices, software, equipment, licenses, and any other tangible or intangible property purchased by Client at Concertium's direction for Client's own use, or any such property that is purchased by Concertium on Client's behalf for Client's own use, as contemplated by this MSA, including Section 3 hereof. Such property shall remain the property of Client following expiration or termination of the term of the applicable SOW or MSA.

7. Non-Solicitation

During the Term of this MSA and for a period of two (2) years after completion of all Services under all SOWs Client shall not directly or indirectly solicit for employment or hire or engage as a consultant, agent or independent contractor, any employee, consultant, agent or independent contractor of Concertium who was working in connection with any SOW hereunder, without Concertium's prior written consent. For purposes of the foregoing, a person is deemed to be an employee of Concertium during the term of employment and for ninety (90) days thereafter. In the event of a knowing or intentional breach of this obligation, Client shall promptly pay to Concertium, as liquidated damages and not as a penalty, an amount equal to such employee's most recent salary determined as of the date of the breach.

8. Representations

Client and Concertium each represent and warrant to the other, as of the Effective Date, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under this Agreement; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement has been obtained.

9. Concertium's Obligations

(a) Warranties. Concertium warrants that the Services provided hereunder will be performed in conformance with the Services description contained in the applicable SOW in accordance with industry standards by trained and qualified personnel. Concertium does not warrant uninterrupted or error-free operation of any Client or third-party equipment that are within the scope of any Services. The Services are not designed or intended to be used to manage, monitor, or control any devices requiring fail-safe operation where the failure of the devices or the Services could lead to death, personal injury, or environmental damage. Concertium will endeavor to meet minimum

service levels for certain critical business functions, as defined in an applicable SOW (the "SLAs"). The effective date of the SLAs shall be 90 days from service transition.

Client agrees that, absent any intentional wrongdoing or gross negligence on the part of Concertium, in the event of a breach of the foregoing warranty, its only remedy shall be the re-performance of the Services by Concertium, which shall be provided at no cost to Client, and Client agrees to provide Concertium with written notice of any nonconformity within thirty (30) days of its receipt of Concertium's invoice or actual knowledge of such breach. Concertium warranties will not apply in the event of Client's misuse, modification, improper maintenance, unsuitable operating environment, failure to notify Concertium of a non-conformance within the thirty (30) day period set forth in the preceding sentence, failure to comply with instructions provided by Concertium, or damage not caused by Concertium.

(b) Warranty Disclaimer. THE WARRANTY STATED HEREIN IS THE ONLY WARRANTY WITH RESPECT TO THE SUBJECT MATTER HEREOF AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.

(c) High Risk Activities. Client acknowledges and agrees that Concertium did not design the Services for, and does not warrant the Services for use in, the operation, management, support or delivery of products, services, systems, environments or otherwise relative to or within environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, surgically implanted devices, weapons systems, or other applications, devices or systems in which the failure of the Services could directly result in death, personal injury, or severe physical or environmental damage ("High Risk Activities"). CONCERTIUM DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY WITH RESPECT TO THE USE OF THE SERVICES IN HIGH RISK ACTIVITIES.

(d) Compliance with Laws. Concertium will comply with all laws and regulations applicable to the Services provided, and Concertium will comply with all applicable export and import laws, regulations, embargo and sanction regulations, including prohibitions on export for certain end uses or to certain end users. Concertium is not responsible for determining the requirements of the law and regulations applicable to Client's business.

(e) Monitoring. For all monitoring services, if applicable, Concertium will remotely install a Collector in Client's infrastructure, usually on a secure server, to collect flow data, fault and performance statistics of Client's devices and interfaces. Concertium retrieves data from the Collector, encrypts it, and then sends it via outgoing SSL. Collector capacity depends on the number and type of metrics being monitored and the available resources of the infrastructure. All communications made by the Collector are outbound, and the Collector must be able to make an outgoing HTTPS connection. Concertium agrees that all data, metrics or otherwise, and any source information underlying such data that is collected by Concertium shall be maintained as Confidential Information of Client and Concertium agrees that such information will not be used for any other purpose unrelated to the Services provided by Concertium to or on behalf of Client.

10. Client Obligations

(a) Client shall, at no cost to Concertium, provide in a reasonably prompt manner, (i) all data and information in the possession of Client as may be required by Concertium to perform the Services; (ii) access to the Client networks and work site so that Concertium personnel may perform the Services without interference; (iii) a person to act as Client's representative, who shall transmit instructions, receive information, and interpret and define Client's policies and decisions with respect to the Services; (iv) prompt notice to Concertium should Client observe or otherwise become aware of any deficiency in the Services provided by Concertium; (v) data and content of any database and system that Client makes available to Concertium; (vi) selection and implementation of procedures and controls regarding access, security, encryption, use and transmission of data; (vii) in the event that Concertium is not providing backup management and services as part of the Services, perform periodic backups and maintain backup data as necessary to restore critical Client data files in the event of loss or damage to such data from any cause; and (viii) any other additional information or assistance as may be set forth in any SOW or reasonably requested and required by Concertium with respect to the performance of the Services. Concertium is not responsible in any manner for changes or modifications made to Client's systems by persons other than authorized representatives or employees of Concertium. Concertium is in no way responsible for the condition of the Client's equipment prior to being serviced and is not responsible for the loss of use resulting from the failure or malfunction of the equipment and makes no guarantee to the amount of time it may take to make an evaluation or repair. Client understands if it is necessary to bring a selected piece of equipment back to Concertium's offices for evaluation and/or repair, the client understands that they are responsible for having or requesting from Concertium a backup copy of data prior to releasing that piece of equipment to Concertium for analysis and/or repair. Client understands that if any piece of equipment fails, that any data salvage or recovery attempts may result in complete data loss.

(b) Client consents to Concertium's use of Client's name, trademark and/or logo in Concertium's list of Clients, on its website, in social media channels, and in marketing and promotional materials. A representative of Client further agrees to participate in a video testimonial to be produced by or on behalf of Concertium and at Concertium's sole expense at a mutually convenient time. The testimonial will depict, quote or otherwise be attributed to Client with respect to the use of Services provided by Concertium. Client consents to use of the testimonial by Concertium, its agents, representatives, successors, and assigns, on its website, in social media channels, and in marketing and promotional materials. Client will not be compensated by Concertium in any way for participation in the testimonial, and no such use by Concertium shall disparage Client.

11. Indemnification

Each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Other Party") from and against all third party claims, and resulting damages, liabilities, awards, judgments, and settlements against the Other Party, of whatever nature, for damage to tangible property and bodily injury (including death), arising out of the Indemnifying Party's negligence or intentional misconduct hereunder. The Indemnifying Party's obligations under this Section 11 shall not extend to liabilities of the Other Party to the extent arising out of the Other Party's negligence or intentional misconduct. The Other Party shall give the Indemnifying Party prompt, written notice of any suit or other proceeding instituted against it for which it may wish to seek indemnification hereunder. The Other Party shall reasonably cooperate and assist the Indemnifying Party in the defense of the claim.

12. Intellectual Property Indemnification

Concertium shall defend and indemnify Client from and against all third party claims, and resulting damages, liabilities, awards, judgments, and settlements against Client for infringement of a third party's intellectual property rights provided, however, that Concertium shall not have liability under this Section to the extent that any infringement claim is attributable to (i) the combination, operation or use of the Services with equipment or software supplied by Client where the Services would otherwise not themselves be infringing; (ii) Concertium's compliance with designs, specifications or instructions by Client; (iii) use of the Services in an environment or application for which it was not designed or contemplated under this MSA or any SOW or Order; or (iv) modifications to the Services by anyone other than Concertium where the modified version is infringing. Concertium will have satisfied its obligations under this Section if, after receiving notice of a claim, Concertium obtains for Client the rights to continue using the Services as provided without infringement or replaces or modifies the Services so they become non-infringing. In the event Concertium is able to cure as set forth in this Section, Concertium shall still defend and indemnify Client from and against all third-party claims and resulting damages, liabilities, awards, judgments and settlements, including attorneys' fees incurred by Client in its defense, against Client that are obtained or concern the time prior to cure.

13. Limitation of Liability

EXCEPT FOR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE AFFILIATES, EMPLOYEES OR AGENTS, BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OR IMPUTED PROFITS, BUSINESS INTERRUPTION, USE OF DATA, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CLIENT'S DATA, PROGRAMS OR SERVICES. NO ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

14. Third-Party Products

Client acknowledges that certain third-party hardware and software products ("**Third-Party Products**") may be provided by Concertium as a "pass through" to Client and such Third-Party Products may be covered by a warranty offered by the third-party hardware or software vendor, not Concertium. Any Third-Party Products comprising software and which are supplied with a packaged end user license agreement or a click-on license agreement (collectively, "**EULAs**") included within such third-party software are licensed under and are subject to the terms of such EULAs, and are not subject to any Concertium warranties or indemnification obligations contained in Sections 9 and 11 hereof. Client shall look solely to the Third-Party Products vendor for warranty support. Client shall be responsible for the acknowledgement of and compliance with the terms and conditions of all EULAs that accompany the provision of software Third-Party Products. All Third party Products when purchased will be considered the property of Client and are exempt from the provisions of Section 6.

15. Independent Contractor

Each Party is acting as an independent contractor and not as an agent, partner or joint-venturer with the other Party for any purpose. Except as provided in this MSA, neither Party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. Concertium shall defend and indemnify Client from and against any and all claims and resulting damages, liabilities, awards, judgements, and settlements, including attorney's fees, brought to any subcontractor of Concertium against Client arising out of subcontractor's relationship with Concertium.

16. Subcontractors

Concertium reserves the right to subcontract with other individuals and businesses for the provision of Services required to be performed pursuant to this MSA and any SOW. Concertium shall be responsible for all payments to, as well as the direction and control of the Services to be performed by its subcontractors, if any.

17. Acceptable Use Policy.

Client shall not use the Services in any way that violates Federal, State, Local or International Law. This prohibition includes, without limitation, any actions which are threatening, obscene, defamatory, libelous or which violate trade secret, copyright, patent or other intellectual property rights of a third party, or rights of privacy or publicity, violate export laws, regulations, and rules (including, without limitation, the Export Administration Act and the Export Administration Regulations administered by the U.S. Dept. of Commerce) or which result in the spread of computer viruses, worms, time bombs or other damaging programs or data files. If any breach of this policy is not cured within ten (10) days after receipt of written notice from Concertium, Concertium may immediately suspend or terminate the Services.

18. Assignment

Neither Party may assign this MSA, in whole or in part without the express written consent of the other Party, with the exception of an assignment carried out as part of a merger, restructuring, or reorganization, or pursuant to a sale or transfer of all or substantially all of a Party's assets or stock, other than any such transaction that is within the scope of Section 2(b) above.

19. Amendments

No provisions in either Party's invoices or purchase orders, or in any other business forms employed by either Party, will supersede or add to the terms and conditions of this MSA, and no supplement, modification or amendment of this MSA, or any SOW, shall be binding, unless executed in writing by a duly authorized representative of each Party to this MSA.

20. Force Majeure

Neither Party will be liable when and to the extent its failure to perform is due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, state of war, acts of foreign or domestic terrorism, riot, embargoes, acts of civil or military authorities, national emergencies, pandemics, epidemics, diseases, fire, hurricanes, flood and other weather conditions, and, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming Party through the use of alternate sources, work around plans or other means.

21. Entire Agreement

This Agreement, together with its SOWs or Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous negotiations, agreements, or understandings whether oral or written. There are no agreements, understanding, representations or warranties not expressly incorporated herein.

22. Governing Law; Exclusive Jurisdiction and Venue

This MSA and its construction and enforcement shall be governed by the laws of the State of Florida, without giving effect to its conflict of law principles. Each of the Parties hereby submits to the exclusive jurisdiction of the United States District Court for the Middle District of Florida (Tampa Division) or of any Florida state court sitting in Hillsborough County for purposes of all legal proceedings arising out of or relating to this MSA and the transactions contemplated hereby. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection which they may have now or hereafter laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

23. Waiver of Jury Trial

Each of the Parties hereto hereby knowingly, voluntarily, and intentionally waives the right such Party may have to a trial by jury in respect of any litigation based hereon or arising out of, under, or in connection with this MSA or any SOW. This provision is a material inducement for the Parties entering into this MSA.

24. Notices

Notices. All notices under this MSA shall be in writing and will be given in person, or via email or facsimile, or by certified or registered mail, or by overnight courier, to the attention of:

To Concertium:

To Client:

Concertium
Attn: Carren Rieger, CEO
4012 Gunn Hwy. Suite 250
Tampa, FL 33618

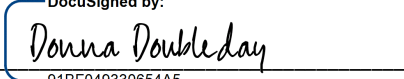
Career Source Heartland
Attn: Donna Doubleday, CEO
5901 US Hwy 27 South, Suite 1
Sebring, FL 33870

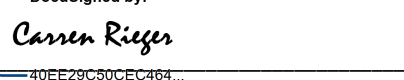
25. Claims

In the event of a dispute arising under this MSA, neither Party shall bring a claim or action regardless of form more than one (1) year after the cause of action has arisen or more than one year after the Party knew or otherwise should have known such cause of action has arisen. In the case of nonpayment by Client, Concertium may not bring a claim or action more than two (2) years after the payment in question was due.

Signatures for Contract Approval

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the date written below,

Client:
Signature: 
Name: Donna Doubleday
Title: President/CEO
Date: 2/10/2021

Concertium:
Signature: 
Name: Carren Rieger
Title: President/CEO
Date: 2/10/2021

A) Managed Services Plan

The services listed below are included in this Managed Services Scope of Work:

Digital Strategy -----

- Discovery Sessions – Business Process and Information Technology (first 60 days)
- Business Review Reporting
- Annual Roadmap Sessions – IT, Software, and/or Security (upon request)

Hardware Support -----

- All-inclusive remote support for Hardware
- 24/7/365 remote monitoring of systems and network infrastructure
- On-site Support as needed per Concertium Rate Card
- Hardware Lifecycle Management (Warranties, Expirations & Updates)

Software Support -----

- Updates & Patch Management
- Access to Captain’s Chair

Network Operations -----

- 24/7/365 remote monitoring of Client’s environment
- Remote monitoring of all network switches, routers & access points

Service Desk -----

- 24/7/365 access to phone support
- All Inclusive remote support
- Incident and problem management through resolution
- Instant 256-bit encrypted remote connection
- Integrated Ticket Help Desk for easy ticket resolution
- Management of Client’s Office 365 environment
- Vendor Management Services (ISP’s/ etc.)

How to schedule service:

1. Submit your ticket via email to support@concertium.com
2. Contact the Help Desk @ 813-490-4260
3. Submit a support request through our Captain’s Chair Mobile App

Service Level Objectives/ Agreements:

1. Priority 1 – Critical system, network or key application outage with critical impact on Client’s service delivery; total loss of production service to Client environment; over 25% of users or more lose system access; critical user without system access which results in a significant impact to the business.
 - 24 Hours, 7 Days a Week, 365 Days a year Coverage
 - Mean Time to Respond – 30 minutes, 98% of Incidents
 - Mean Time to Recover – 4 Hours, 95 % of Incidents
2. Priority 2 – Key component application offline; Network down, degraded, or unusable; Service performance degradation; partial Client set affected
 - 24 Hours, 7 Days a Week, 365 Days a year Coverage
 - Mean Time to Respond – 30 minutes, 98% of Incidents

- Mean Time to Recover – 8 hours, 95% of Incidents
- 3. Priority 3 – Single Client machine or service is down, degraded, or unusable; potential critical impact on service delivery; partial Client set affected
 - 24 Hours, 7 Days a Week, 365 Days a year Coverage
 - Mean Time to Respond – 30 minutes, 98% of Incidents
 - Mean Time to Recover – 24 hours, 95% of Incidents

Guaranteed Response Times:

For all Priority 1 (highest priority) events, Concertium will use every effort possible to rectify the ticket exceeding all client expectations. Client acknowledges that some events are outside of the Concertium's control and may affect response times for resolution. In this event, Concertium will maintain open communication with Client contacts and regularly provide updates until resolution.

Backup, Disaster Recovery and Security

- Backup, Disaster & Recovery Plan
- Antivirus on all workstations & servers provided
- SPAM Blocking for Email Security
- Advanced End Point protection & monitoring services available via 24/7 SOC – Optional for an additional fee

B) Concertium Minimum Standards Required for Services

Client's IT environment and infrastructure must meet and maintain the following requirements for this Scope of Work:

- All Servers with Microsoft Windows Operating Systems must be running actively supported versions.
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- All Desktop PC's and Notebooks/ Laptops with Microsoft Windows Operating Systems must be running actively supported versions.
- The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- Client's Office 365 and Azure subscriptions will be moved to Concertium as the Digital Partner of Record under Concertium's Cloud Services Partner agreement with Microsoft for billing and support services.
- Assessments of hardware & software will be administered by the Concertium team to observe best practices.
- Client must have a Backup & Disaster Recovery system in place if Client does not wish for Concertium to perform Backup & Disaster Recovery services.
- Client agrees to work constructively with Concertium to replace equipment which repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished at an additional cost to Client.

C) Excluded Services

The following services are excluded from this Scope of Work and Client will incur additional charges per the standard rate card (Section D below) for any of the following:

- All Project work; including and not limited to migration projects, consulting engagements, office relocations, major network configurations and major systems upgrades. Project work will be quoted and performed through the execution of an additional Order or SOW.
- MACDs – Move, Add, Change and Delete; billable services that provides moves, adds, changes and deletes of network hardware and software or services. MACD tickets include installation of software, software updates, version upgrades and patches related to line of business applications (e.g. QuickBooks), installation/configuration of a new workstation or devices on your network and changing access credentials. MACDs are charged in standard blocks of 15 minutes at a rate of \$125/hour and will be reconciled monthly.
- Major Software Upgrades; new version software or operating system upgrades, new management systems, database updates.
- Disasters; Recovering and rebuilding of hardware and software after floods, fires, earthquakes, lightning strikes, pipe leaks and power surges/failures.
- Special equipment requests (i.e. equipment such as network protocol analyzers).
- Low-voltage network infrastructure cabling.
- Out of state onsite support unless previously specified in this agreement.
- Parts, equipment, or software for client's environment which has not previously been outlined in this Agreement.
- Any Software, Licensing, or Software Renewal or Upgrade Fees of any kind not previously mentioned.
- Any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind not previously mentioned.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Concertium, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Concertium.
- Web services of any kind unless previously specified in this agreement.
- Programming code modification or software maintenance unless previously specified in this agreement.
- Training Services of any kind unless previously outlined in this agreement.

D) Fees and Expenses

The following fees and expenses for this Scope of Work are outlined below:

i. Project Fees / One Time Fees:

Phase/ Item	One Time Fee
Project Kickoff – SOW, Account Setup, Data Scan, Service Transition	
Information Gathering - Initial Hardware/ Software/ Subscriptions purchase, Product Accounts, Install RMM agents, Captains Chair Checklist, Install NOC Tools, Client Configuration Data	
Training – Internal/ External Training, Captains Chair	
Finalize Onboarding – Review Scans & create internal roadmap, Project signoff documents, Onboarding Review Meeting	
MSP Services Onboarding Fee^	\$4,000.00
Active Directory Migration to Azure (estimated effort 12-15 hours)	\$2,250.00
Upgrade/Replace Firewall Software and Hardware	\$5,651.80
Total One-Time Charges	\$11,901.80

^Payable upon signing agreement

ii. Managed Service Plan Pricing:

For the Services detailed above in Section B of this Scope of Work the following recurring fees and expenses are outlined below. Ultimate quantities are subject to change based on Client’s environment and actual final onboarding procedures.

Security, Patching & NOC Monitoring Only ++	Qty	Rate	Monthly Total
Standard Workstations Security, Monitoring & Patching Only	60	\$30.00	\$1,800.00
Server Security, Monitoring and Patching	3	\$150.00	\$450.00
Managed Network Location/Site	4	\$100.00	\$400.00
Captain’s Chair Managed Dashboard	1	\$200.00	\$200.00
Streamline IT License	2	\$100.00	\$200.00
Advanced Endpoint Workstation Protection	61	\$7.00	\$427.00
		Subtotal	\$3,477.00
Subscriptions/ Licenses			
In the event that client does not have a BDR solution, Concertium will propose one and the solution will be priced separately.			
Azure Subscription^	1	\$200.00	\$200.00
Datto SaaS Cloud Office 365 Backup ^^	61	\$2.25	\$137.25
		Subtotal	\$337.25
Monthly Recurring Charges*		Total	\$3,814.25

*First months' MSP recurring charges are due at contract signoff. Prices are estimate and would be billed at actual counts.

^ Estimated monthly pricing – Azure subscription.

^^ Billable assets include Email accounts, Shared Mailboxes, SharePoint Sites, Team groups. Billable assets will be reconciled monthly and billed on actual counts.

++ Monitor only package does not include engineering support and all tickets opened with Concertium would be billed in 15 minutes increments based on the Concertium rate card.

iii. Time and Materials ("T&M") Rates:

The Rate Card below is applicable for all projects and exclusions to normal services unless otherwise separately quoted. The client agrees to be biller per the rate card below for all such projects and services.

Service Type	Rate	Unit
Engineering Project Hours	\$150.00	Per Hour
Engineering Support Hours (Support/Escalations)	\$125.00	Per Hour
Project Management Services	\$85.00	Per Hour
Installation/ Hardware Configuration *2 Hour Minimum	\$125.00	Per Hour
MACD – Move/Add/Change/Delete	\$125.00	Per Hour
vCIO (Virtual CIO) Services	\$250.00	Per Hour
Onsite Scheduled Activity	\$125.00	Per Hour