

Master Professional Service Agreement

1. Term and Termination of Agreement

1.1 Calculated Research & Technology, Inc. will be referenced as CR-T.
1.2 This Agreement is effective upon the date signed. This Agreement shall remain in force for the duration of the term of any attached Statement of Service, unless either party gives the other thirty (30) days prior written notice of its intent to terminate this Agreement. This Agreement may be terminated by Client upon thirty (30) days written notice if CR-T (a) fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice, or (b) terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement. This Agreement may be terminated by either party thirty (30) days written notice to Client. If either party terminates this Agreement, CR-T will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay CR-T the actual costs of rendering such assistance.

2. Statements of Service; Fees and Payments; Taxes

2.1 Statements of Service shall describe in detail the services to be performed by CR-T, and this Agreement hereby incorporates all attached and subsequent Statements of Service that refer specifically to this Agreement by name and date of execution.
2.2 Specific or additional payment terms may be specified in each Statement of Service attached to this Agreement. Client will receive an invoice twice monthly based on hours submitted and approved, unless a block of hours was approved to use in quote. All services described in the attached Statements of Service will be suspended if payment is not received within thirty (30) days following the due date. Client will be billed a one-hour charge of \$150 to re-establish service if payment or payment arrangements had not been arranged and agreed upon in writing prior to the service interruption.
2.3 The interest rate on all late payments made by Client to CR-T under this agreement shall be 12% per annum to be compounded annually.
2.4 If, after the Service Commencement Date, Client fails to pay any amount required under this Service Agreement and such failure continues for thirty (30) days after written notice to Client, or if Client fails to comply with any material provision of this Service Agreement, CR-T may elect to terminate in whole or in part.
2.5 It is understood that any applicable federal, state or local taxes shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay all such taxes unless a valid exemption state certificate is furnished to CR-T.
2.6 Coverage. Unless modified by a Statement of Service associated with this agreement, all contracted services will be provided to Client by CR-T between the hours of 8:30 am and 5:00 pm Monday through Friday, Mountain Standard Time, excluding holidays. CR-T will make reasonable efforts to respond to emergency requests.

3. Nondisclosure

3.1 Confidential Information. Except as provided in Section 4.2, as used in this Agreement, "Confidential Information" means any information furnished or disclosed, in whatever form or medium, by one party to another relating to the business of party, and includes, without limitation, contract terms, financial information, business procedures, processes, techniques, methods, ideas, discoveries, inventions, developments, records, product designs, source codes, product planning, trade secrets, customer lists, material samples, and the fact that CR-T and Client are negotiating or are parties to this Agreement, all of which is deemed confidential and proprietary.
3.2 Use of Confidential Information. CR-T and Client shall only use Confidential Information for performing services under this Agreement, and shall make no use of the Confidential Information, in whole or in part, for any other purpose. Both parties agree to refrain from disclosing the Confidential Information to third parties, unless one of the parties has given its prior written authorization to the other. The parties further agree to take all reasonable steps to preserve the confidential and proprietary nature of the Confidential Information. However, if the parties are required by subpoena or other court order to disclose any of the Confidential Information, the party shall provide immediate notice of such request to the other party and shall use reasonable efforts to resist disclosure. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the parties are legally required to disclose any Confidential Information, then the parties may disclose such information without liability under this Agreement.
3.3 Remedies for Breach of Nondisclosure. The Confidential Information protected by this Agreement is of a special character, such that money damages, although available, would not be sufficient to award or compensate for any unauthorized use or disclosure of the Confidential Information. The parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure.

4. Ownership of Work Product

4.1 General. All intellectual property rights associated with any ideas, concepts, techniques,

processes or other work product created by CR-T during the course of performing the services shall belong exclusively to Client.

5. Indemnity

5.1 Third Party Indemnification of CR-T. Client acknowledges that by entering into and performing its obligations under this Agreement and each Statement of Service, CR-T will not assume and shall not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees to indemnify, defend and hold CR-T harmless from any and all third party claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or related to the conduct of Client's business except as a result of gross negligence on the part of CR-T, or CR-T's intentional act.
5.2 Procedures. All indemnification obligations under this Section 6 shall be subject to the following requirements: (a) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party is not liable for attorney's fees and costs incurred by the indemnified party.

6. Representation and Warranties

6.1 CR-T represents and warrants that it (a) has the right, power and authority to enter into the Agreement and to fully perform all of the obligations hereunder, (b) will use commercially reasonable efforts to provide all services required of it under the Agreement in accordance with prevailing industry standards, and (c) owns or has acquired the requisite rights from third parties to the CR-T property.
6.2 CR-T does not manufacture hardware or commercial off-the shelf (COTS) software covered under this Agreement. Any warranty provisions are passed through from the manufacturer and are subject to the manufacturer's limitations. Any labor supplied by CR-T is not covered under the terms of the manufacturer's warranty.
6.3 CR-T may provide equipment owned by CR-T and housed at Client's premises. Such equipment may include, but is not limited to routers, desktops, servers, software, and remote backup devices. Such equipment shall be treated with the same care and security as similar equipment owned by Client. Client shall be held liable for any damage or loss not covered by the manufacturer's warranty. If such loss or damage occurs, Client will be invoiced the current replacement cost of the equipment plus shipping and handling and related installation charges.

7. Disclaimer of Warranties; Limitation of Damages

7.1 THE EXPRESS, BUT LIMITED, WARRANTY IN SECTION 7 ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING CR-T SERVICES. CR-T AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.
7.2 CR-T AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN CR-T, LOSS OF PROGRAMS, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), TO THE EXTENT ALLOWED BY LAW, EVEN IF CR-T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7.3 CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT HAS RELIED ON NO WARRANTIES EXCEPT THE LIMITED EXPRESS WARRANTY IN SECTION 7.
7.4 Except as expressly provided in the Agreement, Client acknowledges that (a) CR-T is in no manner responsible for any action or inaction of any third party; (b) CR-T has not represented that the services shall be uninterrupted, error-free, or without delay; and (c) CR-T does not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inaction can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, CLIENT ACKNOWLEDGES THAT CR-T DISCLAIMS ALL LIABILITY RELATED TO EVENTS OUTSIDE OF OUR CONTROL AND/OR IN THE CONTROL OF THIRD



PARTIES, AND CLIENT SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES. Further, Client acknowledges that, in providing the services, CR-T shall necessarily rely upon information, instructions, and services from Client, its administrator, employees and agents, and other third parties providing computer and communications hardware, software, and internet services. Except as expressly provided in the Agreement, Client fully assumes the risk associated with errors in such information, instructions, and services.

8. Non-Solicitation of Employees

8.1 The parties acknowledge that they have a substantial investment in their employees and that such employees are subject to the parties control and supervision. In consideration of this investment, the parties agree not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving the other parties written consent. If any employee involved with the delivering of these services terminates his or her employment with a party (regardless of the reason for termination), and is employed by the other party (or any affiliate or subsidiary of the other party) in any capacity either during the term of this agreement or within a 1 year period thereafter, Client shall immediately pay the other party an amount equal to 50% of the then current yearly salary or wage paid by the party to such employee.

9. General Provisions

9.1 Equipment & Facilities. Client agrees that CR-T may utilize certain items of Client's equipment and may gain access to Client facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by CR-T. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that CR-T may be unable to perform their duties adequately and if such a situation should exist, CR-T will be held harmless.

9.2 Passwords. Client acknowledges that CR-T may need access to any and all systems and resources to perform their duties under this contract. As such, CR-T must have access to any and all passwords necessary to perform duties under this agreement.

9.3 Waiver. The failure or forbearance of CR-T or Client to enforce any right or claim against the other party shall not be deemed to be a waiver by CR-T or Client of such right or claim or any other right or claim hereunder. The waiver by CR-T or Client of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

9.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all prior proposals, agreements, negotiations, correspondence, demonstrations, and other communications, whether written or oral, between CR-T and Client. No modification or waiver of any provision hereof shall be effective unless made in writing signed by both CR-T and Client.

9.5 Severability. If any provision hereof is determined in any proceeding binding upon the parties hereto to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect.

9.6 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the obligation for the payment of money) on account of any cause that is beyond the reasonable control of such party.

9.7 Applicable Law and Venue. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Utah. Client agrees it is subject to personal jurisdiction of the courts in Utah County, Utah, and any dispute arising out of this Agreement requiring adjudication by a court of law shall be filed and heard in the venue of Utah County, Utah.

9.8 Notices. Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been fully given and received when mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the offices of the respective parties as specified in the first paragraph of this Agreement, or at such address as the parties may later specify in writing for such purposes. The foregoing shall apply regardless of whether such mail is accepted or unclaimed.

9.9 Assignment. This Agreement shall inure to the benefit of, and be binding upon, any successor to or purchaser of CR-T whether by contract, merger or operation of law. Except for this limited right of assignment, neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.

9.10 Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator, any and all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association (AAA) then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties or in accordance with AAA rules. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

10. Summary Breakdown

Client agrees to pay CR-T for services in accordance with the rates contained below in this exhibit. All rates are pre-determined based on Client's commitment prior to initiation of this engagement. All rates reflect normal business hours of 8:30am-5:00pm (MST). After Hours rates are set at time and a half. Drive time is billable. All projects to be billed after work is complete at an Hourly rate, as presented in the attached quote.

In the event any amounts owed under this agreement are referred to an outside attorney for collection, Client agrees to pay all court costs and attorney fees associated/incurred by CR-T in such collection efforts.

Damages to Client for the breach of this agreement shall be limited to the reimbursement by CR-T for the value of the services paid. Under no circumstances will CR-T be liable or responsible for any consequential damages beyond the value of the services provided, and the owner hereby waives all claims to such damages.

Breakdown of MPSA SKUs:	
MS-SE	Tier 1 & 2 Help Desk (Systems Engineer)
MS-SSE	Tier 3 Help Desk (Senior Systems Engineer)
MS-SQLA	SQL Architect
MS-ASQLA	Advanced SQL Architect
MS-WD	Web Development
MS-SHRPNTA	SharePoint Architect
MS-SCA	Senior Citrix Architect
MS-VIRT	Virtualization & Cloud Specialist (AWS & Azure)
MS-EE	MS Exchange Engineer
MS-SD-HIPPA	Senior Developer/HIPPA
MS-ORACLE	Oracle
MS-SECURITY	Security Specialist
MS-NE	Networking Engineer
MS-HYPV	HyperV
TRAVEL	Engineer Transportation

By signing this quote, each of us agrees to the terms of this Agreement and CR-T.