

BizSecure Terms & Conditions

Effective Date: March 22, 2025

BIZCO NETWORK SUPPORT AGREEMENT

This Network Support Agreement is by and between Bizco, Inc. dba Bizco Technologies, with an address at 7950 'O' Street, Lincoln, NE 68510 ("Bizco") and the Customer identified above in this quote (the "Quote"). The term "Agreement" means this Network Support Agreement, the terms of the Quote, and the Standard Bizco Terms and Conditions attached below. Capitalized terms that are not defined herein have the meaning given to them in the Standard Bizco Terms and Conditions.

The Quote sets forth the fees payable for the Services covered under this Agreement, as well as the term of this Agreement. The effective date of this Agreement is the date of last signature on the Quote.

1.0 What is Covered Under this Agreement

1.1 Covered Systems "Covered Systems" under this Agreement are Customer servers, workstations, laptops, routers, wireless access points, and other intelligent network devices and equipment that have been identified by Customer and agreed by Bizco to be covered. Bizco may, but is not required to, provide support, at Bizco's then-current rates, to end of life operating systems or equipment and software not currently under manufacturer's warranty. Internet connectivity issues up to the router or other customer premise equipment are covered. Support for core Microsoft Office applications is covered under this Agreement.

1.2 Remote Support Remote support for Covered Systems is included in this Agreement. Remote Support may be conducted either by establishing a secure remote connection to Customer's network, and/or using Bizco's secure remote software agents. Customer may have the option to permit the use of remote connectivity at the time of connection. Bizco reserves the right to determine whether Services should be performed on-site or via remote access. Remote-only customers must approve onsite work before an engineer is dispatched.

1.3 On-Site Support Onsite support for Covered Systems is included in this Agreement but is provided at Bizco's sole discretion. Onsite support services will be delivered by the first available engineer unless otherwise requested by the Customer.

1.4 Monitoring Services As part of this Agreement, Bizco will provide software and hardware monitoring of Covered Systems. Covered Systems will also be configured to send failure notifications to the Bizco support desk. These failure notifications will include but are not limited to backup failures, excessive CPU utilization, excessive memory utilization, disk capacity thresholds, and hard drive errors. Monitoring may not be available for all Covered Systems. Monitoring is automated 24 hours per day to the extent possible. However, unless otherwise agreed in writing by Bizco, Bizco will review, diagnose and respond to alerts during normal business hours only.

1.5 Maintenance Services Preventative maintenance services for Covered Systems are included with this Agreement. Bizco will ensure that all (supported) operating systems have vetted updates and patches applied. Backup software will be monitored, and appropriate service patches for Covered Systems will be installed. Version upgrades typically require onsite services and will be billed in accordance with this Agreement. Customer acknowledges that patches are provided by third parties and that some patches may cause operating difficulties or “break” other software and agrees that Bizco will not be responsible for the potential adverse effects of patches.

1.6 Covered Hardware Server and workstation Covered Systems are covered only if under current warranty coverage from Dell, HP, Lenovo or IBM. Servers must be connected to a working UPS (Battery Backup).

1.7 Covered Software Customer will provide software installation media and key codes for all Covered Systems. Server operating systems are Windows Server 2016, Windows Server 2019, Windows Server 2022, VSphere 7.0 or above, Microsoft Exchange 2016 and Microsoft Exchange 2019. Customer’s network must be protected by a hardware-based firewall from Cisco, Sonic Wall, WatchGuard, or Fortinet running the latest firmware. All systems must be protected by licensed and up-to-date virus protection software. Bizco will provide virus protection software for all covered workstations and servers unless otherwise specified in the Quote.

1.8 Vendor Management. Bizco will act as the technical contact for communications with the vendors for the Covered Systems, including Customer’s internet service provider and hardware vendors. Vendor relationship management includes assistance with hardware warranty replacement, internet service providers, covered software vendors, covered printer vendors, and communication with the vendors’ technical support to resolve issues caused by the vendors’ products. It is the Customer’s responsibility to keep Bizco updated with all information required to enlist the vendor’s technical support including e-mail and phone contact information along with any customer codes or access information that may be required. All vendor and third-party technical maintenance and support fees are the responsibility of Customer.

2.0 Response Time Bizco will use best commercial efforts to meet the response times in the table below during normal business hours (7:00 AM to 6:00 PM Central Time M-F, excluding Bizco holidays). Bizco telephone support will be available only during normal, nonholiday business hours. Response time matrix available on demand in the Bizco customer portal.

3.0 What is Not Covered Under This Agreement. Any services or items not expressly covered by this Agreement is out of scope. Without limiting the foregoing, the following items are not covered by this Agreement:

3.1 After Hours Support After hours support for Covered Systems is not included in this Agreement but is available and provided at an additional charge. An answering service will take Customer’s after-hours calls, and the assigned technician on duty will respond to Customer via phone. Please note: After hours support is billed at 1.5 times the then-current normal rate with a one-hour minimum charge.

3.2 Consulting Services Bizco reserves the right to bill for consulting services including, but not limited to the following at the hourly rate specified in the signed agreement.

- Data Governance Assessments

- Cloud Services Design and Consulting
- 3rd party software migration planning, vendor vetting, or design
- Software or Systems Integration Consulting
- Supplementary forms assistance including Cyber Insurance, Compliance and Governance
- Planning exercises including Disaster Recovery and Incident Response
- Print Vendor Management
- Internal IT hiring assistance and applicant vetting

3.3 Security Operations Center (SOC) Remediation Services Bizco reserves the right to bill for SOC remediation services and recovery efforts for cyber events which could have been prevented by a recommended Bizco security offering that was opted out of by the customer or non-standard and end of life hardware, including but not limited to:

- SEIM
- Spam Filtering
- DNS Filtering
- MFA
- Security Awareness Training
- Endpoint A/V
- Vulnerability Scanning
- Backup Best Practices
- End of life hardware or operating systems
- Non-standard configurations

3.4 Non-qualified Systems and Networks Non-Microsoft or non-VMware operating systems, programming services, and redesign of any supported systems are not covered as part of this Agreement. Internet connectivity issues resulting from external failures or resulting from ISP provided equipment are also not covered.

3.5 Third Party Software Bizco will use reasonable efforts to configure network and machine resources to match vendor specifications for all third-party applications not otherwise specified as covered herein. Installation, troubleshooting, and patching processes for such third party applications are not included in this Agreement and will be billed at Bizco's then-current standard rate.

3.6 Unapproved Modifications Remediation of any network and server issues caused by a Customer employee or third party working on the network without the approval of a Bizco technician will not be covered under this Agreement. All approved work needs to be performed with Bizco assigned credentials.

3.7 Exclusions Replacement of existing hardware or software or installation of new hardware or software is not included in this Agreement and will be billed at Bizco's then-current rates. Installation of version upgrades will not be covered as part of this Agreement. Bizco is not responsible for vendor supplied warranty replacement parts or the timelines associated to getting these parts to the Customer. Bizco reserves the right to bill for labor incurred for delivery of Services if Customer's issues are caused by environmental failure events that render hardware unusable or by Force Majeure events beyond Bizco's reasonable control or by any act or omission on the part of any third party other than Bizco Technologies. Also excluded from this Agreement, unless expressly identified as in-scope in the Quote, are:

- Projects (e.g., implementation of new servers and server upgrades)
- Relocation services, including any moves, adds, changes
- Training services
- Third-party hard drive recovery fees
- Software development services
- Support for printers and copiers not network attached
- Support coordination for third-party vendors not specified in this Agreement
- Phone systems support unless specified in this Agreement
- Cabling services and telecommunications support
- Support for home PC's and home-based equipment, unless attached to network via VPN
- Support for mobile phones and tablets, unless specified in this Agreement

4.0 Customer Responsibilities. Customer will have the sole responsibility, at its own cost, to:

- Maintain Customer site conditions in a reasonable and clean manner and as specified by applicable system manufacturers
- Provide suitable and sufficient power (including properly-sized UPS), supplies, and accessories for Covered Systems, including printer consumables, backup media and other components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items
- Maintain 3rd party warranty/support/maintenance agreements for all Covered Systems and line of business software
- Cover the cost of parts, equipment, and shipping charges of any kind
- Pay all third-party software license fees, renewal fees, or upgrade fees of any kind (excluding software used by Bizco in support of the Services)
- Cover the cost of any third-party vendor or manufacturer support or incident fees of any kind

- Cover the cost to bring Customer's environment up to minimum standards required for Services
- Restart hardware and software (including monitoring agents) upon Bizco's request
- Use only current valid licensed software
- Pay for and maintain a business class and stable internet connection
- Have hardware and software solutions that are appropriately scaled for business tasks
- Allow Bizco reasonable access and define support maintenance windows for systems
- Provide Bizco a designated point of contact with authority to make decisions
- Provide Bizco with access to Covered Systems and Customer locations for the Services

BIZCO STANDARD TERMS AND CONDITIONS

Bizco, Inc. dba Bizco Technologies ("Bizco") has agreed to provide to Customer information technology services as

identified and described in a written service agreement ("Agreement") between the parties that incorporates or

otherwise includes these Standard Terms and Conditions ("Terms").

1. Services to be Provided: Bizco shall provide to Customer those services described in the Agreement (the

"Services"). Bizco may update at any time the Services to reflect increases in the number of covered systems and

other changes to the actual services being provided to the Customer by Bizco. Any modified service description, and

associated modified fees, when described in an invoice or other document delivered by Bizco to Customer, and the

invoice is paid by the Customer, shall constitute an approved amendment to the Agreement as described in the

invoice. Bizco may subcontract performance of Services to third parties.

2. Fees: Customer agrees to pay the fees set forth in the quote that incorporates, or is incorporated into, the

Agreement (the "Quote"), in accordance with the payment terms therein. All fees are subject to change upon renewal

of a Quote. Unless otherwise agreed in a Quote, all invoices delivered by Bizco are due within fifteen (15) days after

the invoice date. All payments under the Agreement are non-refundable. Late payments are subject to interest at the

rate of twelve (12) percent annually, or the maximum amount allowed by applicable law if lower, calculated from the

date when payment becomes overdue until payment is made. Customer's agreement to any Quote constitutes a

valid purchase order for the Services associated with that Quote including any additional Services performed related

to that Quote. Invoice terms are subject to Customer credit approval. All fees are exclusive of applicable taxes.

Customer agrees to pay all taxes based on the Agreement, the Services, or their use, excluding taxes based on

Bizco's net income. If Customer claims tax-exempt status, Customer represents and warrants that it is a tax-exempt

entity and will provide Bizco upon request with a correct copy of Customer's tax-exempt certificate(s).

In the event of a payment default, Customer will be responsible for all of Bizco's costs of collection, including, but not

limited to, court costs, filing fees and attorneys' fees.

3. Term: The term of the Agreement and associated Services ("Term") shall begin on the start date specified in the Agreement and continue for the term specified on the Agreement unless cancelled by either party pursuant to the termination terms in section 7 below. This Agreement will auto-renew at the expiration date for successive periods of 1 year, unless a renewal agreement is returned prior to expiration or either party provides at least 60 days' written notice of termination prior to the end of the current term. Auto-renewed contracts are subject to the greater of; fee adjustments based on changes in the number of devices supported under the agreement or a monthly price increase of up to 10% of the total contract. Devices with Bizco agents greater than the number supported under the previous contract will be added at Bizco's standard market rate.

4. Confidentiality: "Confidential Information" means any business, financial or technical information or data that is

disclosed by one party to the other party pursuant to the Agreement that is marked as confidential or that, due to the

nature of the information or circumstances surrounding its disclosure, would reasonably be recognized as

confidential. Confidential Information does not include information that: (i) is or becomes publicly known or available

without breach of the Agreement; (ii) is received by a receiving party from a third party without breach of any

obligation of confidentiality; or (iii) was previously known by the receiving party as shown by its written records.

A receiving party shall protect the disclosing party's Confidential Information from unauthorized use or disclosure with

the same degree of care that it uses to protect its own Confidential Information, but no less than a reasonable

standard of care. A receiving party may disclose Confidential Information of the disclosing party as required by law or

court order; in such event, unless prohibited by law, such party shall inform the other party as soon as practicable,

prior to any such required disclosure.

Within sixty (60) days after termination of the Agreement, the receiving party will return to the disclosing party or

destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in

existence thereof at any time made by the receiving party; provided that the receiving party may retain Confidential

Information in its standard information systems backup programs.

5. Cooperation of Customer: Customer will cooperate with and reasonably assist Bizco in the performance of the

Services and interact with Bizco in a professional and courteous manner, including without limitation by allowing

Bizco to use Customer's machines, communications facilities, features and other equipment at no charge, as

reasonably necessary in order to enable Bizco to perform the Services.

6. Limitation of Liability: UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL BIZCO, ITS AFFILIATES OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF BIZCO HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY

IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY UNLESS CAUSED BY BIZCO; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY BIZCO OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE.

THE ENTIRE LIABILITY OF BIZCO AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00 (FIFTY THOUSAND DOLLARS)

7. Termination: Customer may terminate the Agreement at any time by giving 60 days written notice to Bizco and

paying the fees that would have come due under the Agreement for the remainder of the Term. Either party may

terminate the Agreement if the other party materially breaches the Agreement and fails to cure such breach within

thirty (30) days after written notice. Bizco may suspend some or all the Services upon notice to Client if Client

materially breaches the Agreement. Failure to pay fees or expenses due hereunder is a material breach.

8. Employee Non-Solicitation Covenant: During the Term, and for a period of 12 months thereafter, Customer

agrees not to, directly or indirectly, solicit, recruit or employ any employee of Bizco without the prior written consent of

Bizco. During the Term, and for a period of 12 months thereafter, Bizco agrees not to, directly or indirectly, solicit,

recruit or employ any employee of Customer that worked with Bizco while the employee was an employee of

Customer without the prior written consent of Customer.

9. Disclaimers. Customer agrees that: (i) Bizco makes no promises or guarantees that it will be able to resolve all

issues or “bugs” in third-party software, networks, systems and technology (“Third-Party Systems”), (ii) a failure by

Bizco to resolve any issue or series of issues in any Third-Party System is not a breach of the Agreement, and (iii)

Bizco cannot and does not guarantee that Customer’s Third-Party Systems will be fully operational or secure. Bizco

is in no way liable for defects or issues in any Third-Party Systems, or for correcting errors introduced into data or

software due to failure of Third-Party Systems, or for any cost of reconstructing software or lost data. Except to the

extent set forth in the Agreement, Customer agrees that it has the responsibility for securing and backing up its data.

Customer is responsible for maintaining its own security policy and periodically testing its security to make sure it

meets the requirements of its security policy. Customer acknowledges and agrees that any changes made to a

Customer network or system may have direct or indirect impacts that are negative to its security. Bizco cannot

anticipate every possible reaction due to such changes. Customer is specifically advised to obtain appropriate

cybersecurity insurance to help protect its technology environment from malicious actors.

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, BIZCO AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; NONINFRINGEMENT; FITNESS FOR A PARTICULAR PURPOSE; OR ARISING AS A RESULT OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING.

10. General Provisions:

(A) Notices: All notices, demands and communications required or permitted in connection with each Service

Agreement shall be in writing and shall be deemed effectively given in all respects upon personal delivery or, if

mailed, by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier, the receipt

of which is confirmed, addressed to the party hereto at the address set forth in the first paragraph of such Service

Agreement (or such other address for a party as shall hereafter be specified by like notice). Either party hereto may

from time to time change its notification address by giving the other party hereto prior written notice of the new

address and the effective date thereof.

(B) Entire Agreement: The Agreement, including any specifically incorporated documents and other attachments

hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and

supersedes all prior agreements, purchase orders, understandings and negotiations, whether oral or written,

electronic or implied, if any, between the parties hereto with respect to such subject matter. Any additional or

conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and

without effect.

(C) Successors and Assigns: Each Service Agreement shall benefit and be binding upon the parties hereto and their

respective successors and assigns.

(D) Modification or Waiver: The parties hereto may, by mutual agreement, amend any provision of this Agreement,

and any party hereto may grant consent or waive any right to which it is entitled under the Agreement or any

condition to its obligations under the Agreement, provided that each such amendment, consent or waiver shall be in

writing.

(E) Return Privileges: Products are non-returnable unless approved in writing by Bizco within 30 days of invoice date.

Those approved returns may be subject to a restocking fee equal to 30% of the invoice price of the product being

returned.

(F) Assignment: Neither party may assign the Agreement without the prior written consent of the other party, except

that such consent shall not be necessary for an assignment made to a party's successor in connection with the sale

of all or substantially all of such party's business or portion of such party's business to which the Agreement relates,

so long as such successor agrees in writing to the terms of the Agreement. Subject to the restrictions in assignment

contained herein, these terms will be binding on and inure to the benefit of the parties hereto and their successors

and assigns.

(G) Modifications: The terms of the Agreement shall not be amended or modified except by a writing executed by

each of the parties or as provided in Section 1 of these Terms and Conditions.

(H) Applicable Law: The Agreement shall be governed by and construed in accordance with the laws of the State of

Nebraska, without regard to its conflicts of law provisions. The parties submit to the jurisdiction of the state and

federal courts sitting in Nebraska and agree that such courts shall have sole and exclusive jurisdiction over all

disputes and causes of action involving such parties that arise out of or in connection with the Agreement.

(I) Severability: In the event that any provision or portion of the Agreement should be held to be unenforceable or

invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make

the Agreement or these terms as modified legal and enforceable to the fullest extent permitted under applicable laws.

(J) Force Majeure: Except for Customer's payment obligations, each party shall be excused from performance and

shall not be liable for any delay or failure caused by events outside of its reasonable control, including without

limitation acts of war, terrorism, insurrection, riot or other act of civil disobedience, labor disturbance or shortage,

pandemic, failure of the Internet, act of any government affecting the terms hereof, hurricane, earthquake, flood or

other act of God.

(K) Electronic Signatures: The parties agree that the Agreement and all Quotes may be submitted and signed

electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully

binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any

objection that its digital signatures and acceptances are not valid.