CO-MANGECENTRIC ADDENDUM

ARTICLE 1: COMPONENTS AND USE OF THE SYSTEM IN GENERAL.

1.1. Services. We will use commercially reasonable efforts to provide you the Co-ManageCentric services including Remote Management and Monitoring ("RMM") Services, BackupCentric, SecureCentric, and the Technical Support Services described in this Contract and attached Quote (collectively, the "Services"). The Services may include access to the RMM website, Anti-Spam website and our client portal (collectively, "Website"), the Software and the Documentation

> 1.1.1. SecureCentric consists of a suite of tools, services and best practices to apply a layered approach to securing the network and data. While SecureCentric greatly reduces the risk of breach, it is not a guarantee the system will not be breached.

> 1.1.2. BackupCentric utilizes an onsite device for on-premise servers and offsite services to provide a comprehensive backup and disaster recovery system. Unless specified otherwise in the attached Quote, local backups take place daily and have at least the following retention: Seven (7) days of end of day images, thirty (30) days of weekly images and forty-five (45) days for monthly images. Offsite backups sync nightly and are retained for 30 days.

> 1.1.3. The Service are described in more detail in the attached Specifications Addendum.

1.2. Use of the System. During the term of the Contract, CUSTOMER may access and use the Services pursuant to: (i) the terms of the Contract, including such features and functions as the attached Quote requires; and (ii) DIAMONDIT's policies posted on its Website at diamondIT.pro/company-policies, as such policies may be updated from time to time.

> 1.2.1. Hardware Requirements, Technical Details and Additional Terms and Conditions;
> 1.2.2. Privacy Policy;
> 1.2.3. Code of Conduct;
> 1.2.4. Digital Media Policy;
> 1.2.5. Microsoft SPLA Acceptable Use Policy;
> 1.2.6. Vendor specific End User Agreements

1.3. Documentation: CUSTOMER may reproduce and use the Documentation solely as necessary to support Users' use of the System.

1.4. System Revisions. DIAMONDIT may revise the features and functions of the Service at any time, provided no such revision materially reduces features or functionality provided pursuant to the Contract.

1.5. DIAMONDIT will use commercially reasonable efforts to provide Work as described in paragraph 4 of the Summary

1.6. The CUSTOMER shall furnish and pay for all labor, material, hardware, equipment, software, services, taxes, supervision, coordination, and other facilities required to complete the Work described in paragraph 4 of the Summary.

1.7. DIAMONDIT does not guarantee any particular result nor is DIAMONDIT liable in any way for performance changes or failures.

ARTICLE 2: CUSTOMER OBLIGATIONS.

2.1. Customer Equipment. CUSTOMER is solely responsible for selecting, purchasing, installing, configuring, and/or maintaining (including internet connectivity) its equipment and Authorized User equipment, software and services, including computers, mobile devices, other hardware, software (including Internet firewall), phone and connectivity services, and any other goods or services with which you access and/or use in connection with the WORK unless specifically included in the WORK or another agreement. CUSTOMER is solely responsible for providing DIAMONDIT with notice of upgrades, downtime and other outages.

> 2.1.1. System Requirements. Minimum system requirements stated in Hardware Requirements, Technical Details and Additional Terms and Conditions can be found at diamondIT.pro/company-policies. CUSTOMER's

technical liaison(s) can also use the Website and/or DIAMONDIT's client support or sales personnel to obtain information about compatible equipment, software and services. CUSTOMER shall regularly check DIAMONDIT's Website for updates to any terms incorporated by reference and complying with such updates on the stated effective date. DIAMONDIT makes no representation and provides no warranty, assurance or other promise that said equipment will be compatible with the WORK.

2.2. Programs, Data, and Documentation. CUSTOMER shall maintain all licenses and adhere to the license terms of any CUSTOMER software used in connection with the WORK. In conjunction with the WORK, CUSTOMER may be allowed to use certain software (including related documentation, developed and owned by Microsoft Corporation or its licensors, and others (collectively, the "Software"). If CUSTOMER chooses to use the Software, CUSTOMER agrees to any associated additional terms and conditions. CUSTOMER acknowledges and understands that the Software is neither sold nor distributed to you and its use is only in conjunction with the WORK. CUSTOMER shall not transfer or use the Software outside the WORK. CUSTOMER shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Software.

2.2.1. CUSTOMER agrees to make available to DIAMONDIT, upon reasonable notice, computer programs, data, and documentation required by DIAMONDIT to complete the WORK. CUSTOMER shall allow DIAMONDIT to collect, maintain, process and use diagnostic, technical, usage, and related information about the equipment, network and services, and shall allow remote access and management software to remain on the equipment, network and services as required to perform the WORK. CUSTOMER grants DIAMONDIT a nonexclusive, worldwide, royalty-free, fully- paid, transferable license to host, cache, record, copy and display CUSTOMER's data solely for the purpose of performing the WORK.

2.2.2. Ensure we have appropriate access to systems to install RMM agents including opening firewall ports, adjusting antivirus settings and keeping workstations powered as needed.

2.2.3. Notify us of changes to IT systems including adding or retiring workstations to ensure services are added or removed as needed.

2.2.4. When CUSTOMER Administrative Users are included in the Services, those users will be responsible for reviewing alerts and monitors and determining any corrective actions needed unless otherwise specified.

2.3. Authorized Users. CUSTOMER shall communicate with all its authorized users to insure they have appropriate training in regard to the WORK. CUSTOMER shall be solely responsible for all acts and omissions of all Authorized Users, including ensuring their compliance with all requirements under the Contract.

2.4. Security. CUSTOMER shall take commercially reasonable security precautions in using the WORK. This includes limiting use to business purposes, and complying with all laws, ordinances, regulations, requirements and rules relating to the use of the WORK and cooperating with DIAMONDIT's reasonable investigation of outages, security problems, and any suspected breach of the Contract.

2.5. Acceptable Use. CUSTOMER shall not: (i) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (ii) provide System passwords or other log-in information to any third party, except CUSTOMER's Authorized Users as specifically authorized by this Contract; (iii) share non-public System features or content with any third party; or (iv) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System.

2.5.1. In the event that DIAMONDIT suspects any breach of the requirements of this Section 2.5, DIAMONDIT may suspend CUSTOMER's access to the System without advanced notice, in addition to such other remedies as DIAMONDIT may have. This Contract does not require that DIAMONDIT take any action against CUSTOMER or any User or other third party for violating this Section 2.5, or this Contract, but DIAMONDIT is free to take any such action it sees fit.

2.6. Unauthorized Access. CUSTOMER shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. CUSTOMER shall notify DIAMONDIT immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

ARTICLE 3: CONTRACT SUM. CUSTOMER SHALL PAYDIAMONDIT THE CONTRACT SUM AS SET FORTH IN PARAGRAPH 8 OF THE SUMMARY.

3.1. Invoicing. Each month, DIAMONDIT will invoice in advance for the Contract Sum that is within CUSTOMER's standard plan. DIAMONDIT will also invoice in arrears for all additional WORK, services, and/or other fees and charges at our standard rates at that time as incurred by CUSTOMER. Billing for partial months will be prorated based on a thirty (30) day calendar month.

> 3.1.1. When a standard plan is based on the CUSTOMER's average use of the Work, DIAMONDIT will estimate the average use for the next billing period based on information available and true up with actual count use information on the next monthly invoice. Use Reports are run on the 25th of each month so submission of adds/deletes should be done by the 25th of the month. Decrease in average use may not reduce the original contracted amount by more than twenty (20) percent or below the up to amount if specified.

3.2. Fee Increases.

> 3.2.1. For Monthly Plans, DIAMONDIT may increase the Contract Sum at any time by providing at least thirty (30) days' written or electronic notice of said increase to CUSTOMER. If CUSTOMER does not agree with said increase, CUSTOMER may terminate this Contract by immediately providing written or electronic notice that CUSTOMER elects to terminate the Contract and the Contract shall terminate effective thirty (30) days from DIAMONDIT's original notice.

> 3.2.2. For Annual and Multi-Year Plans, DIAMONDIT may increase the Contract Sum up to 3% each year.

> > 3.2.2.1. Notwithstanding the foregoing provisions of section 3.2.2 above, DIAMONDIT reserves the right to provide ninety (90) days' prior written notice of an increase in the Contract Sum at any time prior to a renewal period in the event of unforeseen conditions that cause a significant increase of costs to provide the Work. Unforeseen conditions may include new regulatory requirements, unexpected increases for software and service used to provide the Work, and enhancements deemed necessary that cannot be managed on a per user or per client basis. If CUSTOMER does not agree with the notice of the proposed fee increase, CUSTOMER must inform DIAMONDIT in writing within thirty (30) days of the date of the notice of increase; following which DIAMONDIT may elect to terminate this agreement after expiration of the ninety (90) day notice of the fee increase.

ARTICLE 4: TERMINATION.

4.1. Contract Term. The Contract Term may be a monthly plan, an annual plan, a multi-year plan or a combination of said plans.

> 4.1.1. The Commencement Date shall be the date resources are first provisioned.

> 4.1.2. Monthly Plan. If CUSTOMER subscribed to a monthly plan, the Contract Term is the period from the Commencement Date through the remainder of the next full calendar month. The Contract Term shall automatically renew for an additional calendar month until termination. CUSTOMER must provide thirty (30) days prior written notice of non-renewal.

> 4.1.3. Annual and Multi-Year Plans. If CUSTOMER subscribed to an annual or multi-year plan, the Contract Term begins on the Commencement Date and ends on the last day of the twelfth (or appropriate whole number multiple of 12 for multi-year plans) full calendar month thereafter (for example, an initial term that begins April 12 will continue until April 30 of the following year). The Contract Term shall automatically renew for additional

sequential periods unless a party provides the other party with a non-renewal notice at least 90 but not more than 120 days ("notice period") before the expiration of the then current Contract Term.

> 4.1.3.1. If Contract includes CloudCentric Azure Cloud, then the Contract Term shall follow the CloudCentric Azure Addendum
>
> Contract Term definition.

> 4.1.4. Off Boarding. Upon receipt of non-renewal notice, DIAMONDIT will initiate off-boarding discussions with CUSTOMER. As off- boarding activities can have an impact on certain services, these activities must be done in coordination with our support team.

4.2. Termination for Cause.

> 4.2.1. DIAMONDIT may immediately terminate this Contract if (i) we discover that the information CUSTOMER provided is materially inaccurate or incomplete; (ii) the individual signing this Contract did not have legal right or authority to enter into this Contract; or (iii) upon the failure of the CUSTOMER to pay the Contract Sum or perform any provision of the Contract Documents (hereinafter "Default").

4.3. Fees, Costs and Contract Sum. For plans that are terminated before the Completion Date of the then current Contract Term, DIAMONDIT is not required to refund payments already paid. Fees for non-recurring services and set up fees shall not be refunded. Any fees previously waived may be reinstated and any discounts may be revoked. DIAMONDIT's obligation to provide any WORK will terminate upon the effective date of termination, but the unbilled Contract Sum from the date of termination through the end of the term will immediately be billed and due. Said amount will be subject to the charges set forth in Article 4.

> 4.3.1. Upon termination or expiration of this Contract, (i) any amounts owed to us will become immediately due and payable, and (ii) DIAMONDIT may immediately cut off access to the WORK. CUSTOMER is solely responsible to secure all necessary data regarding your account or arrange for post termination needs prior to termination. Unless otherwise required by applicable law, CUSTOMER may request to retrieve its data only if you have paid any charges for any post-termination use of the WORK, Off Boarding, and all other amounts due. DIAMONDIT can then either make said data available to CUSTOMER via secure File Transfer Protocol (Secure FTP) or send the data to CUSTOMER on a portable hard drive depending on the size of the data. In that event, additional fees and costs will apply. Any post-termination assistance required from DIAMONDIT is conditioned upon the execution of a mutually acceptable agreement.

ARTICLE 5: INFRINGEMENT. If DIAMONDIT reasonably believe that any component of the WORK may give rise to an infringement claim, DIAMONDIT may, at its sole cost and discretion and as CUSTOMER's sole and exclusive remedy, procure for CUSTOMER the right to continue use of the WORK, replace or modify the WORK so that the WORK is not infringing, or terminate this Contract upon thirty (30) calendar days' prior written notice.

CO-MANAGECENTRIC SPECIFICATIONS

DiamondIT provides a solution for IT Departments to manage their environments with industry leading tools and platforms. We also work with your technical liaison to provide your IT users with the support they need, review your network performance reports and assist with strategic IT planning.

1. SERVICES PROVIDED

DiamondIT prides itself on providing industry leading tools and platforms in the industry for your Internal IT Department. Following is a list of tools provided:

    a. Technology System Monitoring Tools

        1. DiamondIT will provide the monitor systems for such problems as virus infection, internal and external security breaches, low server system resources, improper employee usage, system failures etc.

        2. If the Technology System fails, is breached or is infected, extensive damage caused by a breach is outside the scope of this agreement. We strongly recommend all customer obtain cyber-risk insurance.

    b. BackupCentric Platform

        1. DiamondIT will provide access to the BackupCentric platform for server backups including local backup and offsite backup replications

    c. BackupCentric Offsite Backup Synchronization and Storage

        1. DiamondIT will provide best effort to assist client IT department in replicating a copy of Supported Servers volume image data to its offsite data center. This data is limited in capacity as to how much can be synced and stored offsite based on budget, technology and bandwidth limitations. DiamondIT will do its best to advise Customer in advance of when storage, bandwidth or billing limitations may prevent or disrupt offsite storage

    d. SecureCentric Tools

        1. SecureCentric is a collections of security tools and services to reduce the risk of a cybersecurity incident. The tools include endpoint security, anti-spam, email encryption, breach detection, dark web scans, security awareness training platform, phishing simulations and training, and Desktop Multi-Factor Authentication User Licensing.

2. OTHER SERVICES FOR ADDITIONAL FEE

    A. Remediation Services

        a. Remediation of Endpoints alerts and issues as identified by tools and monitors b. Remediation of failed automation tasks

        c. Remediation of failed patching

        d. Remediation or manual agent deployments

    B. Custom Automation Script Authoring

    C. Individual End-User access to tools and platforms outside of billed Co-Manage IT Administrators

    D. Customized Reporting

    E. Daily administration of client's environment and support

    F. Customized Patching Schedules

    G. Customized Policy Authoring

H. Needs Assessment and Inventory Services

a. The first order of business is to make a thorough inventory of all computer and computer-related equipment and all software owned by Customer, whether it is currently being used or not.

b. As part of the assessment and on-going services, DiamondIT may install assessment, security and management tools on covered devices.

c. After that, DiamondIT will get a good understanding of exactly what Customer does and who within Customer is responsible for each function. DiamondIT is adept at learning internal business processes and offering ideas to improve efficiency and reduce costs.

d. Finally, DiamondIT will assess what Customer has, intends to procure, and what they are trying to accomplish. From this assessment DiamondIT will make recommendations to Customer to improve, enhance, and/or better utilize the Technology System in order to benefit Customer overall.

I. Research and Screening Services

a. DiamondIT is constantly researching new and better ways to do business. DiamondIT believes in knowledge sharing with Customers so they may make informed decisions to improve their success as well.

b. In addition to DiamondIT's continual research, Customer may request that DiamondIT research a particular facet of a technology solution such as a new device, or software application. On a project basis, DiamondIT can help Customer by being available to perform screening of such providers and resellers. If the provider/reseller proves the importance of a meeting with Customer, then DiamondIT can arrange such a meeting and attend as well. After the meeting DiamondIT is available to debrief with Customer and to give its opinion of the technology and service to be provided. From here Customer can make more informed decisions.

J. Design and Planning Services

a. If Customer does not have a Technology System or is planning a major upgrade to the existing Technology System, DiamondIT can plan and design the Technology System or changes to it for Customer. This Technology System may include LANs, WANs, VPNs, and even off-site resources in addition to standard hardware and software on site. Advance planning is a major key to being able to end up with a Technology System that is most effective and most efficient. There are several options that may be available, depending on the types of equipment, location(s), and Internet connections.

b. If Customer already has an existing Technology System, DiamondIT can determine the best use of the Technology System and make recommendations. Recommendations will pertain to creating the best layout of the Technology System and to incorporate the most efficient use of resources. Additional resources may be needed.

c. Planning also includes Server Room layout if available, directory service design, backup procedures, disaster recovery measures, security measures, anti-virus measures and passwords to different levels of information, Internet and Intranet concerns, and remote access and VPN capabilities.

d. DiamondIT can help Customer through management meetings and the like, plan major upgrades to the Technology System including ERP, CRM solutions etc.

K. Remote Help Desk Services

a. DiamondIT provides full time system engineers on staff who have visited the Customer's site(s) and know their Technology System well. These engineers are accessible through our service request protocol during normal business hours to answer questions from Customer's employee base.

b. In addition to traditional support, DiamondIT will setup the ability to connect to the employee's Windows based system and remotely help the employee with their current issue.

c. DiamondIT reserves the right to notify Customer's management team that a particular employee may need professional training in the event that they are using the computer inappropriately. Inappropriate use includes disabling or removing security or management tools installed by DiamondIT.

L. On Site Support Services

a. DiamondIT can dispatch an onsite support representative to address/resolve problems that require a physical presence.

Some customers prefer to have an onsite support representative come on a regularly scheduled day to provide extra user support. Please check with your account manager or CTO on available options.

M. Installation \ Upgrade \ Move Services

a. If there is an installation of new computer equipment, software, network upgrade, move or other modification to the Technology System this can be provided by DiamondIT. In most cases, DiamondIT will try to schedule this work during normal business hours however, afterhours and weekends are also available at an additional charge to Customer.

b. In some cases, Customer may need to have a third party install or upgrade a piece of the Technology System. However, DiamondIT reserves the right to audit the install to make sure it complies with industry best practices. Under such circumstances additional security measures such as password changes and firewall modifications may be necessary and will be billed outside the scope of the services covered under this contract.

N. Other technology services not contracted for under this contract will be charged for on an hourly or per project basis. These are optional services which are not related to support or maintenance of the current infrastructure, but are rather changes or additions that modify the current environment; Examples of such services include but are not limited to the following:

a. Custom software design or programming b. Custom modifications to existing software c. Network cabling

d. Support of software or hardware not listed in approved quote e. Website design

f. Custom network configuration changes requested by Customer g. Data recovery or data migration services

h. Additional work required due to negligence on the part of Customer or 3rd party service provider. This includes damage to any covered computers, network equipment or software, failure to pay for or maintain mandatory services or providing false or misleading information.

i. Additional work required due to Customer failing to meet all of the requirements of this Contract.

j. Other optional labor requested by Customer that is not required to maintain basic network and computer functionality

EXHIBIT A

(Prices subject to change without notice.)

(Prices also assume reasonable advance notice and a pre-scheduled appointment based on availability. Last minute or Emergency unscheduled requests may require additional fees.)

Optional Services Include:

Wire Drop Installation - Install Network Wiring and Telephone Wiring into a building. General pricing is approximately $195 per cable drop but may vary based on specific office configuration. Cable drops are from one location to another in the same building which are terminated by termination devices and faceplates.

New computer setup - will be quoted flat fee project or hourly

New user setup - - will be quoted flat fee project or hourly

Basic PC software installation – - will be quoted flat fee project or hourly

Complex PC software implementation or configuration - will be quoted flat fee project or hourly

New server software setup - will be quoted flat fee project or hourly

New server setup - will be quoted flat fee project or hourly Network upgrades - will be quoted flat fee project or hourly Software upgrades - will be quoted flat fee project or hourly New printer installs - will be quoted flat fee project or hourly

OPTIONAL SERVICE RATES:

As a DiamondIT Managed Services Agreement partner, you will enjoy a 5% discount off of DiamondIT's published rates for desktop, server, network, or VOIP work during standard business hours (If not already included in the flat monthly fee as per your contract). These discounted rates are only in effect as long as the Customer's account is current and not in default of any of the terms of this agreement.

EXHIBIT B

Billable Service Descriptions for BackupCentric

Reseeding – DiamondIT will deliver a fully encrypted hard drive to the Customer's location. Once the data transfer is complete, the hard drive will be either picked up or shipped back to DiamondIT using a prepaid label.

Server Test Restore – boot 1 virtual server hardware independent restore test image on a loaner server. Confirm OS boot and data is available. This does not include testing for software functionality or services.

Disaster Recovery Simulation - During this test, the organization simulates a disaster so normal operations will not be interrupted. DiamondIT will restore a copy of your server to a standby server and make it available to Customer. Disaster scenario should take into consideration the purpose of the test, objectives, type of test, timing, scheduling, duration, test participants, assignments, constraints, assumptions, and test steps. Testing can include the notification procedures, temporary operating procedures, and backup and recovery operations. It may not be practical or economically feasible to perform certain tasks during a simulated test (e.g., extensive travel, moving equipment, eliminating voice or data communication).

Loaner Standby Server - A Standby Server is a second server that can be brought online if the primary production server fails. DiamondIT will provide best effort to maintain a standby server for the Customer's use if necessary. If the Customer's server becomes unavailable due to hardware failure, Customer has the option to use the Loaner Standby Server or wait until replacement parts are obtained. Up to 7 days of Loaner Standby Server use is complimentary after which cost is $200 per day

Data Archiving - Data archiving is the process of moving data that is no longer actively used to a separate data storage device for long-term retention. Data archives consist of older data that is still important and necessary for future reference, as well as data that must be retained for regulatory compliance. Archived data will be removed from local storage device and provided to Customer. This may also extend usable lifespan of local storage device.

Reseed (per incident) $250 up to 1TB, $500 up to 5TB, $750 5TB+ Disaster Recovery Simulation (per server) Billed Hourly

BDR System Support due to Customer Adds, moves, changes Billed Hourly

Full Server Emergency Restore Billed Hourly

All Restores other than basic files/folders Billed Hourly

E-Mail Discovery Billed Hourly

Offsite storage overage 0.50/GB

All hardware covered under this managed services plan must be covered under a full manufacturer's onsite warranty or maintenance plan for the entire duration of the services contract. Devices are to be connected to adequate power and uninterruptable power supplies where deemed needed. All software must be the most current version or within one release of the most current available by the manufacturer. All software other than Microsoft Operating Systems must be covered by a separate maintenance or support agreement that must be made accessible to our support techs for assistance if necessary.

Note: BackupCentric software is not able to bypass the windows activation. This happens when you perform an HIR restore to another machine and windows detects the hardware change and may require activation. There is no way to bypass this; DiamondIT cannot and will not do anything that will affect Microsoft Windows activations. Some OEM copies of windows are intentionally locked to specific machines or

even hard drives and require special permission from Microsoft for activation. Some OEM licenses cannot be activated on anything except the original machine.