

We have prepared a proposal for you

Mytech Partners

SmartBusiness Suite Sample

Quote #140471

Version 1

Thursday, November 10, 2022

Mytech Partners
Nathan Austin
300 2nd St. NW
New Brighton, MN 55112
naustin@mytech.com

Dear Nathan,

Thank you for giving us the opportunity to provide your business with the Best IT Experience in North America.

Mytech's SmartBusiness Suite is the most comprehensive IT managed service available. This program is designed for organizations that want to focus their leadership on high value initiatives that improve core business processes and eliminate operational duplication. Our promise is that, if you fully adopt Mytech's best practices, you will receive four times more productivity and value from your IT investments.

We look forward to ensuring your success.

Respectfully,

Mytech Partners

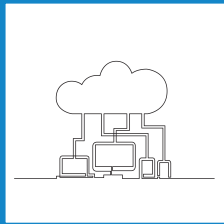
Mytech Partners, Inc.

SmartBusiness™ Suite

Managed IT Services

Every Managed Service Provider (MSP) promises to exceed your expectations – but they're often content to keep those expectations **vague**. How can you know you're getting **value** from your IT partnership if you don't even know what you're looking for? We don't just make promises: **we give YOU the tools to evaluate our performance**.

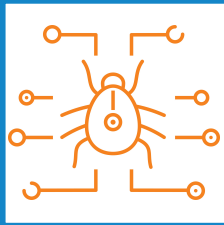
By working to craft your strategic IT roadmap based on our Best Practices Value Map, we help you **define your own long-term IT goals**. With our strategic IT management, we don't just promise **increased value & productivity**; we describe what those improvements look like, and we offer measurable proof to help you see the entire picture.



BackOffice™

Network & Infrastructure Operations Services

BackOffice constantly monitors your systems to keep things running smoothly and efficiently, catching inconsistencies before they become problems.



SecureOffice™

Infrastructure Security

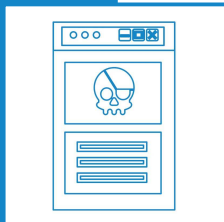
SecureOffice employs targeted security programs to not only keep known threats out, but also to catch tomorrow's newest threats that might sneak through.



ProductiveWorker™

24/7 Help Desk & Support Services

ProductiveWorker ensures you receive prompt and thorough IT support, thanks to our local help desk staff who are assigned directly to your organization.



SecureWorker™

Workforce Security

SecureWorker monitors and defends each workstation and educates each employee, to prevent network breaches before they even begin.



ExecutiveWorker™

Strategic IT Planning & Executive Support

ExecutiveWorker offers communication & accountability reporting, annual strategic IT roadmap planning sessions, plus priority tech support and a full workstation back up for your designated executive user.

BackOffice™

Network & Infrastructure Operations Services

Monitor & protect your core IT infrastructure

Many system errors are hard to notice at first, until they chew their way up to something important. By then, fixing the issue is no longer quick or easy. BackOffice catches those problems right away, before they snowball.

Our in-house Network Operations and Security Center stays tuned-in to your systems, monitoring every device and managing any updates or fixes. With our intelligent and intentional network management, you can stop system updates from crippling your productivity, and have peace of mind that your IT provider truly knows what's happening in your network.



Round-the-Clock Monitoring & Alerts

- 24/7/365 monitoring for nearly any device connected to your network
- An expert team of network technicians that are familiar with YOUR network



Email Continuity & Spam Filtering

- Organization-wide spam filter
- Email administration system & continuity during disruptions
- Global encryption & archiving options



Asset & Lifecycle Management

- Tracking & asset tagging for every device on your network
- Improved information for lifecycle planning & hardware budgeting



Antivirus Management

- Modern & effective antivirus/anti-malware solutions on all workstations
- Constant review, evaluation, and upgrading of antivirus filters & policies



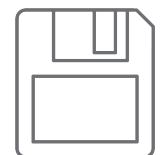
Disaster Recovery & Backup Management

- Full server backup with built-in monitoring
- Temporary "continuity network" hosting & access
- Built-in file system recovery services



Microsoft 365 Cloud Suite Backup

- Organization-wide backup for all Microsoft 365 infrastructure, including SharePoint, email, Teams and OneDrive accounts
- Added defense against targeted ransomware attack



Hard Drive Destruction

- Free hard drive destruction services *Certified destruction available at additional cost.

SecureOffice™

Infrastructure Security

Stay ahead of emerging security threats

Safeguarding your organization's security is about more than just installing Antivirus on every office computer. In fact, **although many tools protect your individual** workstations, protecting your network as a whole is just as critical.

SecureOffice™ focuses on securing all the big-picture aspects of your organization: operating system updates and patches, commonly ignored hardware and firmware updates, crucial firewall configuration reviews and updates, as well as breach detection to quickly discover the ever-evolving threats designed to infiltrate even the most secure networks. Our team will stay-on-top of the status of your organization's updates and policies and work with you to ensure your organization's security without sacrificing your efficiency.



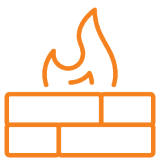
Microsoft Patch & Security Management

- Consistent, proven patching policy and execution
- Testing for all Microsoft patches
- Controlled deployment to prevent interruption



Hardware & Firmware Updates

- Firmware patching & updates for all network devices
- Patch risk analysis and scheduled deployment to match your schedule and minimize downtime



Firewall Management

- Active firewall monitoring and threat detection
- Firewall setting & rule control
- Firewall backup service



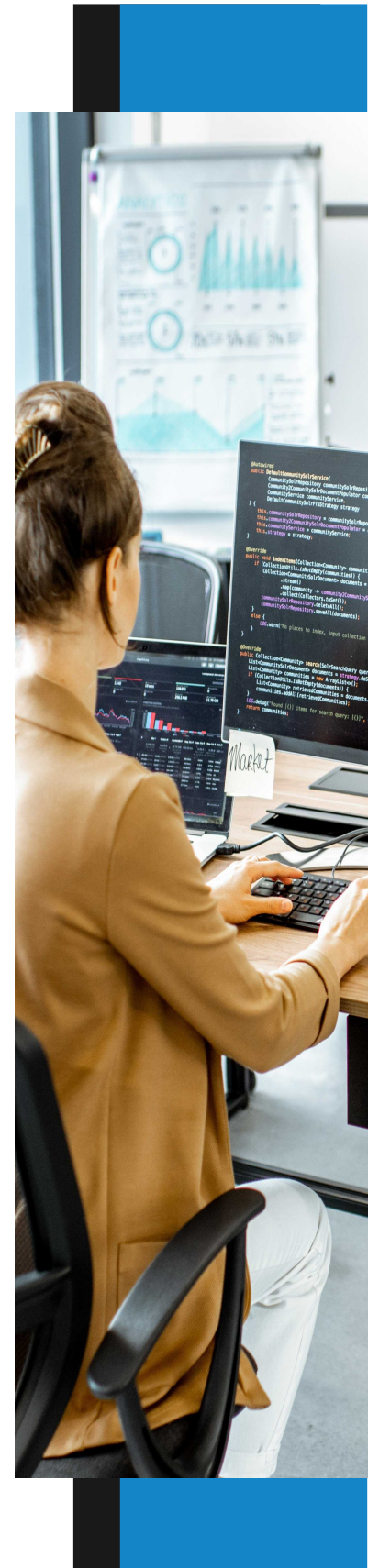
Managed Detection & Response

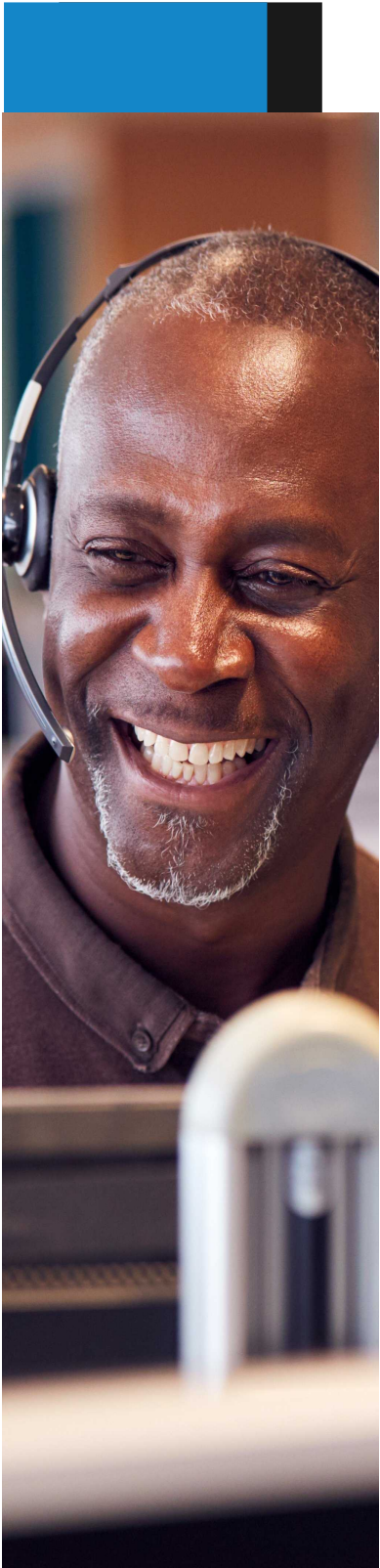
- Active detection software continually searches you network for signs of malware
- Detect & identify potential breaches before they escalate



Network & Security Review

- Proactive security monitoring
- Internal & external vulnerability scans verify our security work
- Monthly on-site inspection visits





ProductiveWorker™

24/7 Help Desk & Support Services

Keep your workforce productive & reduce IT disruptions

There's no such thing as a perfect infrastructure; even with the best equipment and processes in the world, you're bound to experience a disruption at some point. Effective IT help desk support is vital to keeping your staff productive when sudden tech issues arise.

What's your organization's largest expense? If you're like many small and medium-sized businesses, your payroll is high on the list. Time is money, and every hour spent with tech support is an hour of lost productivity. With ProductiveWorker, your team's urgent IT challenges are our number one priority. As a result, our SmartBusiness Suite clients who adopt our **Best Practices Value Map** spend **4x less time on troubleshooting** than they were before, on average, for a **97% help desk satisfaction rate**.



IT Support Desk - Monday - Friday, 7am - 7pm

- Local, dedicated IT support team that remembers you and your IT needs
- Root cause analysis to fix problems at the source, rather than treat their symptoms
- Troubleshooting for all tech issues, even third-party ones (printer, internet service provider, etc)



After-Hours IT Support Desk - 7pm - 7am, Sat, Sun, & Holidays

- 24/7/365 on-call support for emergency infrastructure issues
- After-hours support for non-emergencies available at additional cost



Mytech HELP Center

- Easy-to-use desktop application to submit and check the status of support requests



On-site IT Support

- Unlimited on-site IT support as needed, at no additional cost
- Monthly, dedicated onsite IT support time – 2 hours per 25 users



New Workstation Deployment

- Equipment purchasing consultation in alignment with Best Practices Value Map
- Included set up & deployment for all new individual workstations purchased through Mytech



Workplace Productivity Training

- Secure productivity training library, hosted in help desk portal
- Customized Microsoft 365 trainings available to teams at additional cost

SecureWorker™

Workforce Security Training & Productivity Safeguards

Achieve true peace of mind and workforce protection

Your team members are your most important asset, and protecting them is critical to protecting your organization's infrastructure. SecureWorker™ focuses on each employee, offering a host of tools and functions that safeguard their day-to-day work without disrupting it.



Security Awareness Training

- Monthly training emails on the latest threats and malicious strategies
- Monthly spoofed phishing emails to test your team's vigilance
- Analysis & reporting available on request to see organization-wide engagement



DNS Filtering

- DNS Filtering for every workstation
- Safeguards against new & suspicious websites
- Administration by Mytech's Network Operations Center (NOC) team



Mobile Device & Application Management (MDM & MAM)*

- Security support for company & personal mobile devices
- Mobile device, tablet, and touch screen management



Desktop Document Backup

- Backups for common business files on each workstation, including Word, Excel, and PDF
- A restoration portal to allow quick, self-guided restoration of files
- Add-on option: Image-based backups to completely duplicate an entire workstation



Multi-Factor Authentication & Single Sign-On (MFA & SSO)*

- Multi-factor authentication guidance and support to prevent unauthorized access
- Single sign-on support that simplifies logins and allows for fast lockout in an emergency

*Consultation, implementation, and third-party licensing fees may be applicable.





ExecutiveWorker™

Strategic IT Planning & Executive Support

Stay invested in your IT Strategy

Creating a successful IT strategy requires getting the right people in the room to manage risk and align future IT investments to your short- and long-term organizational goals.

By providing **communication & accountability reporting**, and intentionally including an **executive-level decision maker** in our **annual strategic IT roadmap planning sessions**, we'll help you build a more proactive and strategic IT approach that results in less operational downtime, faster recovery, improved scalability, greater budget visibility, and dramatically reduced organizational risk.

Strategic planning does require an investment of time, and we understand executives are busy people. So, to help you maximize your time, this **designated executive decision-maker** receives a **full image-based device backup & priority tech support** at no additional charge, to get them back on track as quickly as possible whenever IT issues arise.



Communication & Accountability Reporting

- Monthly reports on your network's performance & availability
- On-demand reports for network health, employee security trainings, & more



Strategic IT Roadmap Planning

- Annual strategic IT roadmap meetings & planning guidance
- Best Practices Value Map & consultation for IT investments



Full Workstation Backup*

Your **designated executive decision-maker receives a Full Workstation Backup included. Also available as an add-on, for any other team members.*

- Full image-based backup of user's work laptop



Priority IT Support*

Your **designated executive decision-maker receives Priority Support User status included. Also available as an add-on, for any other team members.*

- Automatic Tier 2 escalation for all support requests
- After-hours support included at no cost

Additional Add-ons Available (based on additional business requirements)

Annual Information Security Assessment

Mytech will perform an annual Information Security Risk Assessment, review findings, and develop a plan to improve the security profile of the client's business.

Enhanced Business Continuity Solutions

Backup Disaster Recovery solutions that provide a 1 hour Recovery Time Objective, 1 hour Recovery Point Objective (RTO\RPO) and business continuation with cloud virtualization.



SmartBusiness Suite

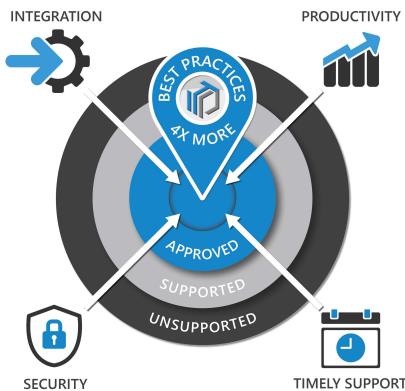
All-Inclusive Managed IT Solution

Here's a quick breakdown of the five key parts that make up SmartBusiness Suite - our fully managed IT services program.

BackOffice™	<ul style="list-style-type: none"> • Round-the-Clock Monitoring & Alerts • Email Continuity & Spam Filtering Protection • Asset & Life-Cycle Management • Antivirus Maintenance 	<ul style="list-style-type: none"> • Disaster Recovery & Backup Management • Microsoft 365 Cloud Suite Backup • Hard Drive Destruction
SecureOffice™	<ul style="list-style-type: none"> • Microsoft Patch & Security Management • Hardware & Firmware Updates • Firewall Maintenance 	<ul style="list-style-type: none"> • Managed Detection & Response • Network & Security Maintenance
ProductiveWorker™	<ul style="list-style-type: none"> • IT Support Desk • After-Hours IT Support Desk • Mytech HELP Center 	<ul style="list-style-type: none"> • On-Site IT Support • Workstation Deployment Services • Workplace Productivity Training
SecureWorker™	<ul style="list-style-type: none"> • Security Awareness Training • Simulated Phishing Tests • DNS Filtering • Multi-Factor Authentication/Single Sign-On 	<ul style="list-style-type: none"> • Desktop Document Backup • Mobile Device & Application Management
ExecutiveWorker™	<ul style="list-style-type: none"> • Communication & Accountability Reporting • Strategic IT Roadmap Planning 	<ul style="list-style-type: none"> • Full Workstation Backup* • Priority IT Support*
Your Current Customized Mytech SmartBusiness™ Suite Support Fees		\$0.00 PER MONTH

- ❖ This Monthly Pricing is valid up to ___ users. This is the minimum monthly fee for managed services enrollment.
- ❖ Monthly fee for each additional user - \$0.00
- ❖ User counts will be audited and adjusted quarterly during the scheduled business review.
- ❖ Comprehensive discovery, network documentation, and extensive staff on-boarding will be performed during first 30 days of agreement.
- ❖ Support services start the first day of the second month of the agreement.
- ❖ Annual IT Road Map, Business Strategy, and Budget Alignment meeting (during Make IT Easy Executive Roadmap Session, executive attendance required).
- ❖ Payment for monthly services must be received prior to the month services are provided.

Achieve Four Times More Value & Productivity From Your IT Investments



By adopting Mytech's Proven IT Strategy, and building a technology investment plan in alignment with our Best Practices Value Map, you and your team will experience better technology integration, increased productivity with fewer technology problems, improved organizational security and faster support.

How do we measure four times more?

As our clients move towards the approved state of the Best Practices Value Map, on average, they spend 4X less time dealing with technology issues.

To learn more checkout www.mytech.com/4x-more

Service Level Targets (SLT)

Priority	Description	Ticket Triage	In Progress
Priority 1 (Emergency)	Service not available for all users. (i.e site down, critical business funtion unavailable)	Within 15 Minutes*	Within 30 Minutes*
Priority 2 (High)	Issue affects multiple users and NO work-around exist.	Within 15 Minutes*	Within 1 hour*
Priority 3 (Elevated)	Issue affects 1 user and NO work-around exists OR Issue affects multiple users and work-around exists	Within 15 Minutes*	Within 3 hours*
Priority 4 (Standard)	Issue affects 1 user and work-around exists	Within 15 Minutes*	Within 6 hours*

*Local branch service desk hours

Definitions:

Ticket Triage: Your service coordinator will assess each incoming ticket, to validate the priority and route to the appropriate tech who is best suited to resolve the issue.

In Progress: The assigned tech has begun working on the ticket.

Help Desk Support Levels


Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created. The issue is identified and clearly documented. Basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2. More complex support on hardware/software issues is provided by higher level engineers.
Tier 3 Support	All support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3. Support is provided by the most qualified and experienced engineers who have the experience and ability to resolve the most complex issues.
ExecutiveWorker™ \ Priority Support User	Support for all Priority Support users will go directly to Tier 2 support. Client's Physical Presence – Due to priority, physical presence may be the first step to resolving support request. After-hours and Weekend Support – included for ExecutiveWorker™ / Priority Support users. Users are required to call the after-hours attendant, identify themselves as an ExecutiveWorker™ / Priority Support user, and provide callback information for an engineer to contact them.

Agreement Milestones

Timeframe	Description
First Month	Comprehensive Discovery and Documentation (2-3 days onsite). Review & Validation of Critical Pre-Launch Projects. Quality Assurance Meeting. Make IT Easy Kick-Off.
Second Month	Support services begin for all users (Mon - Fri, 7am-7pm). End-User Security Awareness Training Deployment. Monitoring and maintenance of core infrastructure (24x7x365). Support services begin for all ExecutiveWorkers™ (24x7x365). Set up home office for all ExecutiveWorkers™.
Within the First 120 Days	First Make IT Easy Executive Roadmap Session. Presentation and acceptance of Strategic IT Roadmap and Annual IT Budget.
Monthly	Monthly On-Site Visit - (2 hours for every 25 users) Work with your team to resolve issues and provide additional assistance.
Quarterly	Make IT Easy Reviews with Business Technology Manager to review and check on progress of Strategic IT Roadmap, IT budget, and business objectives.
Annually	Executive participation in an annual Make IT Easy Executive Roadmap planning session with assigned account manager and Mytech technical staff to review and revise Strategic IT Roadmap and Budget based on the business needs and adoption of Mytech's Best Practices Value Map.

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Prepared By
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 Email: sosullivan@mytech.com

Monthly Managed Services		Price	Qty	Extended
	SmartBusiness Suite Managed Service: Monthly managed services for up to XXX number of users. Each additional user added to the monthly managed services enrollment will be XXX per month. SBS Team Member/User List:	\$0.00	1	\$0.00
	Monthly Managed Services Subtotal			\$0.00

Monthly Recurring Fees	Amount
Monthly Managed Services Addons	\$75.00
Monthly Recurring Fees	\$75.00

Mytech quoted amounts reflect a 3% cash discount that applies to all cash payments received by check, e-check or ACH. We also accept major credit cards, however the 3% cash payment discount will be removed from your invoice

Mytech Master Services Agreement

This Master Services Agreement is entered into between MYTECH PARTNERS, INC ("MYTECH") a Minnesota corporation whose address is 300 2nd St NW, New Brighton, MN 55112 and **Mytech Partners** ("Client")

RECITALS

1. MYTECH provides various technology outsourcing, managed services and consulting services (the "Services").
2. Client desires to engage MYTECH to perform Services from under agreement or from time to time.
3. The parties desire to create a framework in this Master Agreement to apply to all Services provided by MYTECH to Client.

NOW THEREFORE, in consideration of the mutual premises and other consideration specified in this Master Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS

Section 1. Statements of Work. MYTECH shall provide all Services under this Agreement pursuant to a Statement of Work, or other form of Service Order (each, a "Statement of Work") in a form agreed upon by the parties and which both parties shall validly execute. Either party may create a Statement of Work and neither party shall be obligated to perform under a Statement of Work until both parties have duly executed it. Any Statement of Work executed pursuant to this Master Agreement shall incorporate and include all the terms and conditions of this Master Agreement. In the event of any conflict between the provisions of a Statement of Work and this Master Agreement, the terms of this Master Agreement shall prevail. Neither party shall be obligated to enter into a Statement of Work under this Master Agreement.

Section 2. Term. This Master Agreement shall become effective as of the Effective Date and shall remain in full force and effect, unless both parties accept a new Master Services agreement.

Section 3. Payment Terms. Payments shall be made in US dollars. MYTECH shall invoice Client twice monthly for non-recurring services and once monthly for recurring services. Client shall make payment in full of entire invoice according to the terms of the Service Order or Statement of Work. Recurring services will be invoiced one month in advance and paid prior to the beginning of each month service is to be rendered. Monthly recurring agreements over the amount of \$2500 require payment via Automated Clearing House (ACH) payment, unless approved by Mytech Finance department. Client shall be responsible for, and shall reimburse MYTECH for all sales, use, excise, transfer or other taxes levied or imposed on the Services, excluding franchise or income taxes based on the income or capital of MYTECH. All past due amounts shall accrue interest until paid at the lesser of (i) eighteen percent (18%) per annum, and (ii) the maximum rate permitted by law. Accounts unpaid after the Due Date may have access or service suspended or terminated. Such suspension or termination shall not relieve Client of Client's obligation to pay the fee due for Services rendered.

Section 4. Ownership. Client shall own tangible results of Services, including source code and schematics ("Work Product") but excluding the knowhow and base technology used by MYTECH in providing the Services (the "Know-How"). Work Product shall be work for hire made by MYTECH for Client. MYTECH grants Client a paid up, perpetual non-exclusive license to use, transfer, sublicense or modify the Know-How incorporated into the Work Product. Client shall not use the Know-How separately from the Work Product. All materials and information furnished by Client remains the property of the Client and shall be promptly returned to Client upon expiration or termination of each Statement of Work. MYTECH shall take all actions and execute such documents as are necessary to vest in Client ownership of the Work Product and the right to use the Know-How within the Work Product.

Equipment Rental: In such cases were MYTECH provides hardware to the client on a rental basis, ownership of said hardware will be specifically defined in the specific Statement of Work for hardware and services.

Termination of Managed Service Charter\Rental equipment are subject to a termination fee equal to the amount for items denoted as Charter\Rental Hardware listed in the agreement in which Mytech provided a credit.

All charter equipment will be returned to Mytech upon termination, expiration, and cancelation of agreements.

Section 5. Confidential Information. During the performance of Services under this Master Agreement, MYTECH or Client may receive and otherwise be exposed to confidential and proprietary information relating to the business practices, projects, systems and other information of the other party ("Confidential Information"). Confidential Information shall exclude information that is: (i) is already known by the receiving party prior to disclosure by the disclosing party from a source other than the disclosing party, (ii) is in the public domain, (iii) ceases to be confidential through no fault of the receiving party, or (iv) independently developed by the receiving party. Client acknowledges that Mytech will provide solution design and quotes that contain proprietary information, which is considered confidential. Client agrees this information will be used internal use only and if shared with competitors will be considered a

material breach of this agreement. Each of MYTECH and Client, as recipients of the Confidential Information of the other, shall hold and protect Confidential Information with the same degree of care that it uses with its own confidential and proprietary information. This obligation shall survive the termination of this Master Agreement for a period of one (1) year.

SECTION 6. Non-solicitation. Mytech and Client (including all subsidiary and affiliate companies) shall not, directly or indirectly, solicit for employment or hire or use the services of any employee, agent, contractor or consultant of the other party who is or was engaged in any Services or other work performed under this Master Agreement for a period of twelve (12) months from the cessation of the last work performed by MYTECH, unless the other party gives its signed written consent.

Mytech and Client acknowledged that the other party has employment contracts and/or non-solicitation\ non-compete agreements with its employees, and any interference with said contracts would constitute tortious interference with a contractual relationship and a valid legal cause of action would arise. The Parties acknowledge that damages arising from or caused by any breach of this provision would be difficult to determine and would not be susceptible to definite measurement. Both parties accordingly agree that upon a breach or violation of this provision that the other party will be entitled to receive liquidated damages in the amount of 1.5 times the annual salary per incident in addition to injunctive relief.

Section 7. Warranties. MYTECH shall perform the Services: (a) in accordance with the performance standards or other specifications set forth in the applicable Statement of Work, and (b) in a good and workmanlike manner in accordance with industry standards. EXCEPT AS SET FORTH IN THIS MASTER AGREEMENT OR IN ANY STATEMENT OF WORK, MYTECH MAKES NO WARRANTIES ON THE SERVICES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 8. Independent Contractor. MYTECH is providing the Services to Client as an independent contractor and does not assume responsibility for the business and operations of Client. MYTECH and its employees and agents are not employees of Client for any purpose whatsoever.

Section 9. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS MASTER AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF DATA OR USE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MYTECHS' AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT PAID TO MYTECH BY CLIENT OVER THE SIX (6) MONTH PERIOD PRIOR TO THE DATE OF THE EVENT IN WHICH LIABILITY IS CLAIMED.

Section 10. Miscellaneous. This Master Agreement may only be amended in writing by both parties. In the event that any portion of this Master Agreement is found to be null and void, the remainder of this Master Agreement shall remain in full force and effect. This Master Agreement shall be governed by the laws of the State of Minnesota. If a dispute arises out of or relates to this Master Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a neutral mediator agreed to by the parties before resorting to arbitration or litigation. This Agreement will be binding upon and inure to the benefit of any successor of the either Mytech or Client. Any such successor of the either Mytech or Client will be deemed substituted for the respective party under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the respective party. This Master Agreement may be executed in multiple counterparts, which when taken together, shall constitute the same document. Faxed signatures shall be given the same force and effect as original signatures. No waiver of any breach of this Master Agreement or consent hereunder will be deemed to constitute a waiver of any subsequent breach of the same or any other provision or a waiver of further consents. Notices shall be given to the parties at the addresses set forth above opposite their names below unless a party advises the other party in writing of a change in address. The parties acknowledge and agree that this Master Agreement and any exhibits attached hereto together with all Statements of Work constitute the entire understanding of the parties and supersede all prior written and oral communications between the parties.

Mytech Managed Services Agreement

This Managed Services Agreement is entered into between MYTECH PARTNERS, INC ("MYTECH") a Minnesota corporation whose address is 300 2nd St NW, New Brighton, MN 55112 and **Mytech Partners**

Agreement Term: 36 Months
Agreement Start Date: 01/01/0001
Agreement End Date: 01/01/0001
Client: Mytech Partners

The Managed Services agreement term is noted above, in the event the managed service cannot be initiated on the start date listed above the term will begin on the first of the month in which Mytech began billing for Management Services as referenced by the month noted on the invoice. The agreement will continue from that date forward for the number of months defined by the agreement term listed above.

Managed Services Terms and Conditions

Enrollment in one or more managed services is subject to the terms and conditions outlined below. Enrollment in one or more services are also subject to the Mytech Master Services Agreement and must be signed prior to or in accompaniment with this enrollment. Each program has a monthly cost relative to the quantity and level of engagement. Billing may vary month to month to cover any changes in quantity or level of enrollment. This document represents the quantity and level of service at time of enrollment. An audit of the quantities being charged will be performed quarterly and necessary adjustments will be made.

Managed Services Support

Support Desk is available 7am to 7pm Monday through Friday (not including Mytech's published holidays). After hours support desk is available using after hours support requests process, additional fees may apply. Mytech will make every effort to resolve issues remotely. In some cases, an onsite visit is necessary. Mytech reserves the right to make this determination at its sole discretion. Additional onsite services request outside agreement coverage can be purchased for an additional cost.

Current service rates available at – www.mytech.com/servicerates

Travel Expenses

Travel expense for on-site support services are included for all client locations within a 45 mile radius of a Mytech branch office. For all client locations outside of the 45 mile service radius travel expense will be billed to the client. Mytech will provide an estimate of travel expenses prior to the client incurring expenses.

Client Responsibilities

Although Mytech strives to be able to service our client's entire IT needs, certain responsibilities remain with the Client. Due to the complexity and wide variety of technologies in any environment, it is crucial to keep manufacturer warranties current and with appropriate support levels. Further Client responsibilities are as follows:

1. Immediately notify Mytech of any changes initiated by Client within covered systems.
2. Current support contract for all Line of Business application and 3rd party hosting vendors.
3. Keeping genuine, licensed and vendor supported Server and Desktop software.
4. Keeping secure and encrypted data traffic in all offices.
5. Participate in an annual strategic planning and budgeting session.

Termination

Either party may immediately terminate this Agreement for cause by providing written notice of termination to the other party, in the event of the following, material breach of this Agreement by the other party, which remains uncured at least thirty (30) business days

after written notice of such breach has been delivered to the breaching party. In the event of an uncured material breach, termination fees will be waived with the exception of Chartered\Rental hardware fees, client agrees to reimburse Mytech fees for Chartered\Rental hardware list on this agreement.

Termination with-out cause of all Managed Service items require a 30 day written notice to the provider.

Agreements terminated 1-12 months early are subject to a termination fee equal to one month. Agreements terminated 13-24 months early are subject to a termination fee equal to two months. Agreements terminated 25-36 months early are subject to a termination fee equal to three months.

Termination of Managed Service Charter\Rental equipment are subject to a termination fee equal to the amount for items denoted as Charter\Rental Hardware listed in the agreement in which Mytech provided a credit.

All charter equipment will be returned to Mytech upon termination, expiration, and cancelation of agreements.

Managed Services Termination Fee exception:

Mytech will waive Managed Services termination fee if client terminates with-out cause and client has meet the following requirements:

1. Met all client obligations stated above.
2. Participate in the building of and execution of technology plan.
 - Adherence to Mytech Best Practices Value Map and be in the approved or recommended solutions of the Value Map. www.mytech.com/bestpractice
 - Move from unsupported to Approved/Recommended as soon as possible, but no later than 12 months.
 - Move from supported to Approved/Recommended at the first available renewal/replacement date.
3. The accounts receivables are current or financial status of account is current.

Payment

Mytech will invoice Client on a monthly basis per the Fees set forth in this document for Service Offerings 1 month prior to applicable month. Payments for all Service Offering shall be made via ACH and are due in advance on or before the fifth *(5th) day of the applicable month. All additional Services to Client by Mytech are due upon receipt of Mytech's written invoice(s) for such additional Services. Mytech reconciles client accounts quarterly and adjust monthly invoices as needed. Mytech will have no obligation to perform any service for Client, whether included in this Agreement or otherwise, unless all charges, fees and taxes for Services rendered under this Agreement have been paid in full by Client when due. In the event of non-payment of any sum due and owing under this Agreement Mytech shall have the right to suspend or immediately terminate the providing of all Services, without notice, and Mytech may determine whether or not to reinstate any Services upon receipt of payment in full all sums owed. Annual Escalator - At any time after the 12-month anniversary of the agreement start date, but not more than once per calendar year, monthly fee is subject to an increase of up to five (5) percent. All amounts shall be payable by Client to Mytech with-out right of set off, deduction or demand.

Renewal

This agreement shall be effective for the initial term listed above, and shall automatically renew for additional one-year periods on each anniversary of the Effective Date, unless a 60 day written notice is provided prior to the agreement\renewal end date.

Ownership of Charter/Rental hardware

Mytech Partners, Inc. wholly owns all hardware provided in this agreement designated as charter/rental equipment. Mytech may file the necessary documents to secure ownership of rental hardware. Customer has NO ownership of charter/rented hardware. Client agrees that they will not alter Mytech owned equipment. Upon termination or expiration of agreement client agrees to return equipment noted in this statement of work as charter or rental equipment in same configuration as originally provided.

Assignment

This Agreement will be binding upon and inure to the benefit of any successor of the either Mytech or Client. Any such successor of the either Mytech or Client will be deemed substituted for the respective party under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the respective party.

Mytech Managed Services Best Practices Value Map

Mytech Best Practice plans will be found in the attached Managed Services Statement of work and will be reviewed and documented

during the Mytech quarterly business reviews.

Best Practice criteria can be found as Exhibit A in the attached Managed Services Statement. Annually Mytech Partners will review and revise the Best Practices criteria.

In the event a customer does not adhere to the defined best practices, notice will be given to the client and the client may be subject to a ten (10) percent increase to the monthly fee until the risk is remedied or the customer has authorized and committed to a solution to remediate the risk.

To view the most current criteria please visit. (www.mytech.com/bestpractices)

Authorized Signature - Mytech Partners, Inc.

Date

Authorized Signature - Mytech Partners

Date