



Flex Agreement Terms and Conditions

I. SERVICE RESPONSIBILITY

- A) AME will provide monitoring and support services for end-user and network-based IT systems elected under this agreement for up to 90 days past the manufacturer's declared End-of-Support date by providing administrative services such as adding and deleting users, modifying user rights, and creating home directories for users. If the client installs an update or patch onto equipment managed by AME without prior AME notification and a computer or network problem results from the installation, AME will have the option to bill all labor and parts required for remediation accordingly.
- B) To permit AME to deliver elected services, the foregoing assumptions are made; the client will allow remote access, IT Systems are not beyond the manufacturer's declared End-of-Support and AME will be allowed administrative level access to IT Systems under this agreement.
- C) AME provides general monitoring, review, and service for systems covered under this agreement for the following IT delivery areas of Backup, Firewall management, and Security as defined below.
 - a. Backup & File Recovery: (Daily pass/fail alert monitoring & remediation, application data, and file-level recovery) for backup solutions approved by AME. System & Site level Disaster Recovery services are out of the scope of this agreement.
 - b. Firewall management: (24x7 availability and system monitoring, VPN site & user account management, the client requested access control list add/remove actions, assure vendor suggested best practice configurations are in use).
 - c. Security: Initial internal vulnerability scan, annual baseline security scans, event-based end-point threat detection & containment. Site and system breach clean-up, threat hunting, and security incident remediation are considered out of the scope of this agreement.
- D) AME will provide network switch version warehousing where the switch system model and operating level are supported by proprietary technology.
- E) AME will maintain the associated IT knowledge-ware, proprietary workflows, applications, and Network documentation of IT systems covered under this agreement. The IT knowledgebase, developed over time, is used in daily support of client end-users and network systems by AME's IT Support staff. Client-specific documentation of IT systems and technologies will remain the property of the client and are available upon request.
- F) AME will provide network and server operating system and software application upgrades on a pre-approved project basis. Network equipment manufacture firmware upgrades may be applied when within confines of reactive support. Such services are not otherwise included in the scope of the contract and are available on a time and materials basis.
- G) AME will provide coverage on elected equipment and software that is identified in ProVue Remote Monitoring and Management system. AME will provide a ProVue inventory report detailing all AME-managed IT Systems and software as part of this contract. Work may be requested on non-covered systems on a time and material basis. Software license management & reporting may be limited to those purchased through The AME Group or when license management is transferred to The AME Group. Accurate asset change management reporting will also require equipment history in ProVue RMM.
- H) AME will provide two requests per calendar year for guidance in responding to vendor/partner cybersecurity questionnaires and self-assessment attestations for items covered by this agreement. Upon request, additional instances are available at The AME Group's Time and Material rates.
- I) AME does not guarantee application functionality of any vendor-produced software including the data accuracy or application reliability. When a covered software application functionality issue exists, AME will work with the application vendor to ensure proper use, configuration, and patches are applied. Any fees or subscriptions required to access software patches and technical support will be the responsibility of the client.
- J) Changes to contract price may result from the addition of client user count, network hardware, Cloud services, or business applications. If applicable, addendums will be presented to the client on a quarterly basis for user, equipment, and/or software

changes to the contract. All addendums will be invoiced or credited within 15 days of presentation unless previously declined. All equipment must be in good, working condition before it can be added to the contract.

- K) If end-user devices are covered, and unless otherwise stated in this contract, AME will provide, on an as-needed basis, a reasonable number (up to 5% each month) of Hardware Install/Move/Change (IMC); Installs (installing, staging, or deploying end-user equipment/software), Moves (moving end-user equipment or migrating end-user data/profiles), and Changes (changing end-user policies, profiles, software applications, or equipment) to existing end-user equipment (i.e. computers, printers, peripherals) during normal business hours. Large-scale moves or changes may be considered a project which is not bound by the contractually agreed-upon SLA and should be reviewed with the AME local Service Manager to confirm coverage. Each IMC activity will be considered a single incident. AME will provide a 5-day response on all Installs/Moves/Changes requests, predicated upon equipment availability. Account management activities are considered an IMC. Disabling network user accounts due to personnel issues will be handled immediately when the designated client contact communicates with a representative from the Operational Support Center via telephone or other agreed-upon communication methods. For all other administrative end-user account activities, add/change/edit requests, AME will provide a 5-day response (SLA).
- L) Current AME Standard Support and Consulting Rate information can be found online at <https://www.theamegroup.com/standardrates>
- M) The client will be responsible for purchasing any required OEM software and maintenance agreements necessary for maintaining and supporting IT Systems covered by this agreement.
- N) The client will provide AME's technical representatives with adequate office space, desk space, telephone service, network access, and parts storage space to provide IT support services and to complete associated paperwork to accommodate AME's technical staff.
- O) The Client must pay to The AME Group the invoiced price of all goods and services provided under this Agreement (including all taxes and other charges):
 - a. After the initial invoice, services will be invoiced 30 days in advance, unless the Customer pays annually.

II. SERVICE AGREEMENT

- A) The minimum term for this agreement is indicated in the Contract Summary of the agreement as "Contract Term".
- B) This service agreement will remain in effect through the initial minimum term of the agreement and will continue to be auto-renewed thereafter for an additional year with a cost of living increase which is equal to the Core CPI (Consumer Price Index) + 1% added to the previous contract's price until a new agreement is signed or until the client provides 60 days advanced written notice to the Vice President of Operations of AME of their intention to not renew this agreement or until AME provides 60 days advanced written notice to the client contact of their intention to not renew this agreement. Both parties will accept notices by U.S. postal mail or by E-mail with the date of the postmark or date of the e-mail acting as the official date of notification.
- C) Equipment deletion requests must be submitted in writing to AME and will require the written consent of AME. Credit will be given for deletions based on the maintenance history of the item or items. The early termination fee for this agreement is equal to the remaining contract value of the initial or renewed "Contract Term" and shall be paid as liquidated damages.

III. LIMITED WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION

- A) **AME WARRANTS THAT THE SERVICES PROVIDED THEREUNDER BY AME WILL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH REASONABLE COMMERCIAL STANDARDS. AME DOES NOT WARRANT THAT THE OPERATION OF ANY EQUIPMENT WILL BE UNINTERRUPTED NOR DOES AME MAKE ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, ORAL OR WRITTEN NOT SPECIFICALLY STATED IN THIS AGREEMENT. THIS WARRANTY IS EXCLUSIVE AND IN PLACE OF ALL OTHER WARRANTIES PERTAINING TO PARTS PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL AME LABOR AND PARTS WILL BE COVERED BY A WARRANTY OF NINETY (90) DAYS ONLY. IF THE ORIGINAL EQUIPMENT IS COVERED BY A MANUFACTURERS WARRANTY THAT EXCEEDS NINETY (90) DAYS, AME WILL, IF AUTHORIZED PASS THE MANUFACTURERS WARRANTY TO THE CUSTOMER.**
- B) **IN NO EVENT SHALL AME BE LIABLE FOR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR THE LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF SERVICES PERFORMED OR PARTS SUPPLIED. AME IS NOT LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES AND PARTS. AME'S LIABILITY TO THE CUSTOMER FOR DAMAGES FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND BE NO MORE THAN \$25,000 OR THE SERVICE FEE PAID UNDER THIS AGREEMENT FOR THE SPECIFIC UNIT CAUSING THE DAMAGE, WHICHEVER IS LESS.**
- C) **CUSTOMER WILL INDEMNIFY AND HOLD AME HARMLESS FROM ANY LOSS, CLAIM, OR DAMAGE MADE BY THIRD PARTIES AS RESULT OF SERVICES OR PARTS PROVIDED BY AME, UNLESS SUCH LOSS, CLAIM, OR DAMAGE WAS CAUSED SOLELY BY THE FAULT OF AME.**
- D) **CUSTOMER WILL INDEMNIFY AND HOLD AME HARMLESS FOR ANY LOSS, CLAIM OR DAMAGE IN THE EVENT THE CUSTOMERS CYBER LIABILITY POLICY DOES NOT RESPOND TO A LOSS.**