

MANAGED SERVICES AGREEMENT

This Managed Service Agreement is effective from the date of signature by both parties (“Effective Date”) by and

BETWEEN: Galaxy IT, a limited liability company incorporated under the laws of Utah, having its principal place of business located at 2943 Parkway Blvd #118, Salt Lake City, Utah 84119 (“Galaxy IT”);

AND: You, the customer, who hereby agrees to the terms of this Agreement (the “Customer”).

The Customer desires to obtain the Professional Technology Services outlined in this Agreement, having identified that these services in part or in whole, facilitate an ideal technological support strategy to be wholly executed by a specific Technology Services Provider. Galaxy IT hereby agrees and consents to be identified as the Customer’s exclusive Technology Services Provider, in consideration of providing the services detailed herein, during the entire term of this Agreement.

The Managed Services Agreement (hereinafter referred to “Agreement”) incorporates the following documents by reference: (i) these General Terms and Conditions containing the general terms and conditions applicable to all Services, (ii) the specific Product Terms and Conditions containing the additional terms for the particular Hosting Services the Customer is buying, (iii) the Acceptable Use Policy (“AUP”), and (iv) if your Hosted System will be provided from data centers located both in the United States and one or more non-U.S. jurisdictions, the Country Specific Terms that may be applicable in those jurisdictions.

When Galaxy IT uses the terms "Managed Services Agreement," or the "Agreement," in any of these documents, Galaxy IT is referring collectively to all of them. Galaxy IT and the Customer may individually refer to hereinafter as the “party” and collectively refer to hereinafter as the “parties.” Thus, both Customer and Galaxy IT for mutually satisfactory consideration do hereby agree to abide by the covenants and conditions described below:

1. DEFINED TERMS.

Some words used in the Agreement have particular meanings:

1.1. **"Acceptable Use Policy" or "AUP"** means the Galaxy IT Acceptable Use Policy posted as terms-of-service as of the date the Customer signs the Agreement.

1.2. **"Business Day" or "Business Hours"** means 8:00 a.m. - 5:00 p.m. Monday through Friday, United States Mountain Time, excluding federal public holidays in the United States.

1.3. **"Confidential Information"** means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential including (i) for the Customer, all information transmitted to or from, or stored on, the Customer’s Hosted System, (ii) for Galaxy IT, unpublished prices and other terms

of service, audit and security reports, product development plans, data center designs (including nongraphic information the Customer may observe on a tour of a data center), and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by either the Customer or Galaxy IT, without reference to the other's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

1.4. **"Country Specific Terms"** means the addendum or addenda that may be incorporated into the Managed Services Agreement if a portion of the Customer's Services are to be provided from a non-United States jurisdiction for which Galaxy IT has special legal terms.

1.5. **"Hosted System"** means a combination of hardware, software, and networking elements that comprise an information technology system. Depending on the Services the Customer is buying, the Hosted System may consist of a dedicated system for the Customer's use only, the right to use certain parts of a shared system that Galaxy IT maintains for many customers or a combination of some dedicated elements and some shared elements.

1.6. **"Hosting Services"** means (i) Galaxy IT's provision for the Customer's use of the Hosted System described in the Services Description, and (ii) Support.

1.7. **"Product Terms and Conditions"** means the terms and conditions that are incorporated by reference in the Managed Services Agreement and that state additional terms and conditions for the particular Hosting Services the Customer is buying.

1.8. **"Services Description"** means a written description of the Hosted System and/or Supplementary Services the Customer is buying from Galaxy IT, and related fees, that is incorporated by reference in the Agreement, including any "Plan" or other name given to a Services description that the Customer submits to Galaxy IT as part of an online order process.

1.9. **"Service Level Guaranty" or "Service Level Guaranties"** means a guaranty or guaranties identified as a "Service Level Guaranty" or "Service Level Guaranties" in the applicable Product Terms and Conditions.

1.10. **"Services"** means Hosting Services and Supplementary Services, collectively.

1.11. **"Supplementary Services"** means those services the Customer purchases from Galaxy IT other than the Hosting Services, such as database administration or "DBA" services, and assistance or support for the application that the Customer operates on their Hosted System.

1.12. **"Support"** has the meaning stated in the applicable Product Terms and Conditions.

2. TERM OF AGREEMENT.

2.1 This Agreement shall remain in force for thirty-six (36) months. The Agreement may be reviewed annually to address any necessary adjustments or modifications within thirty (30) days of the execution date of this Agreement. Should adjustments or modifications be required that

affect the fees or compensation paid for services rendered under this Agreement, these will be negotiated and agreed to by the Customer and Galaxy IT in writing and without exclusion.

2.2 This Agreement shall renew for a subsequent one-year term beginning on the day immediately following the end of the Initial Term (the “Renewal Term”) unless a party gives the other ninety (90) day’s prior written notice of their intent not to renew this Agreement. Should Customer opt to terminate the Agreement early, such early termination shall conform with Section 10 of this Agreement.

2.3 Fees for the Services listed in this Agreement, are \$_____ per month, plus applicable taxes, due by the first (1st) of each month.

3. OUR OBLIGATIONS.

3.1. Galaxy IT’s obligation to begin providing Services is contingent on the Customer’s satisfaction with Galaxy IT’s credit approval criteria. Galaxy IT will provide the Managed Services and Hosting Services in accordance with the Service Description, the Service Level Guaranties, and other specifications in this Agreement. Galaxy IT will professionally perform any Supplementary Services. Galaxy IT will maintain security practices that are at least as stringent as the minimum-security practices described at www.Galaxyit.com/terms-of-service/, and will provide the specific security services described in the Customer’s Services Description. Galaxy IT will perform all Services in accordance with applicable law.

3.2. Remote Helpdesk and Vendor Management of Customer’s IT networks will be provided to the Customer by Galaxy IT through remote means between the hours of 8:00 a.m. and 5:00 p.m. (MT) Monday through Friday, excluding public holidays.

3.3. Galaxy IT will respond to Customer’s Service Tickets with best effort after hours or on holidays. Service Tickets must be opened via:

1) Phone Call to Galaxy IT Offices (Both during and after hours, contact: 801-999-0934)

2) By E-Mail (Sending an email to support@galaxyit.com from any internet-connected device.)

3.4. Emergency Support and Network Monitoring Services will be provided 24 hours a day, 7 days a week, and 365 days a year. Emergency services performed outside of the normal operating hours referenced above shall be subject to service rates and provisions as disclosed at the time of the occurrence.

3.5. Galaxy IT onsite services are billed hourly with a minimum of one (1) hour. Anything beyond the first hour is billed in fifteen (15) minute increments, rounded up. Any phone or remote support is billed in 15-minute increments, rounded up.

3.6. Galaxy IT charges for traveling time to and from Customers. Travel time that exceeds 30 minutes in either direction (to/from) a Customer will be billed accordingly at our hourly rate. Any travel time that is less than 30 minutes travel distance is not charged.

4. CUSTOMER OBLIGATIONS.

4.1. The Customer must use reasonable security precautions in connection with the use of the Services. The Customer must comply with the laws applicable to your use of the Services and with the Acceptable Use Policy. The Customer must cooperate with Galaxy IT's reasonable investigation of Service outages, security problems, and any suspected breach of this Agreement. The Customer is responsible for keeping your account permissions, billing, and other account information up to date. The Customer must pay when due the fees for the Services stated in the Services Description or other agreement between us.

4.2. The Customer grants Galaxy IT authorization to view any data within the regular routine of the repair or system improvement. The Customer also authorizes Galaxy IT to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

4.3. In order for the Customer's existing environment to qualify for the Service Provider's Managed Services, the following requirements must be met:

- i. All Servers with Microsoft Windows Operating Systems must be running Windows Server 2016 or later;
- ii. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running the Professional or Enterprise editions of Windows 10 or later;
- iii. All Software must be Genuine, Licensed and Vendor-Supported;
- iv. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet;
- v. All Wireless data traffic in the environment must be securely encrypted;
- vi. All PCs, including, Desktops, Laptops, and Servers must be secured with Sophos Enterprise Security Software.
- vii. No computer hardware is older than six (6) years of age.

4.4. The Customer acknowledges that access to and use of the Service may expose your data, computer system, and network to viruses, adware, snoopware, spyware, malware, hijackware, key loggers, trojan horses, worms, and other malicious code that may threaten the security and operation of your system and network (collectively, "malicious code"). The Customer accepts and acknowledges responsibility or liability for any damages, loss of data, or invasion of your privacy caused by malicious code contained within any electronic file the Customer accesses through or obtains from the Service.

4.5. The Customer agrees to make all logical and earnest attempts to keep equipment safe, secure, and protected while in their possession. The Customer agrees to keep current insurance on Galaxy IT supplied equipment while in their possession and list Galaxy IT as an additional loss payee. Customer will provide proof thereof to Galaxy IT that it is listed as an additional loss payee, providing a current copy of its insurance declaration sheet showing Galaxy IT as a loss payee specifically for mobile equipment coverage (servers). The Customer further agrees to be responsible for any and all costs for the repair or replacement of Galaxy IT-supplied equipment while in their possession should it be damaged or repaired by an unauthorized third party.

4.6. The Customer further acknowledges and agrees that (a) the Services are designed to reduce the risk of cyber-security threats, risks, attacks, intrusions, data breaches, and other cybersecurity

incidents (collectively “Cybersecurity Incidents”) but are not a guarantee against Cybersecurity Incidents and do not transfer to any third parties (including without limitation Galaxy IT) the risk that the Customer or the Customer’s licensors, suppliers, or service providers may experience Cybersecurity Incidents; (b) The Customer is expected to obtain and maintain insurance against Cybersecurity Incidents adequate to your needs and risks, as determined by Galaxy IT, you, and your insurer; and (c) if the Customer fail to obtain and maintain such insurance, the Customer will have sole and complete responsibility for any and all Cybersecurity Incidents and any and all associated claims, liabilities, damages, losses, costs, and expenses of every kind.

5. EXCLUSIONS AND SERVICES NOT INCLUDED.

5.1 Galaxy IT does not promise that the Services will be uninterrupted, error-free, or completely secure. The Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information, and property.

5.2 Galaxy IT disclaims any and all warranties not expressly stated in this Agreement, except for those warranties that cannot be waived under applicable law, including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. The Customer is solely responsible for the suitability of the services chosen. Any services that Galaxy IT is not contractually obligated to provide but that Galaxy IT may perform for the Customer at your request and without any additional charge are provided on a case-by-case basis.

5.3 Galaxy IT does not promise to back up your data unless the Customer has purchased backup services from Galaxy IT or our Affiliated Parties. If the Customer purchases backup services, Galaxy IT does not promise to retain the data backup for longer than the agreed data retention period.

5.4 Certain Galaxy IT Services are designed to help the Customer comply with various regulatory requirements that may apply to the Customer. However, the Customer is responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.

5.5. The following services are not rendered under this Agreement and may be subject to additional fees:

- i. Parts, equipment, or software not covered by vendor/manufacture warranty or support;
- ii. The cost of any parts, equipment, or shipping charges of any kind;
- iii. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind;
- iv. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind;
- v. The cost to bring the Customer’s environment up to Minimum Standards required for Services;
- vi. Failure due to acts of God, forces of nature, building modifications, power failures, war, terrorism, or other adverse environmental conditions or factors;
- vii. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations, or modifications of equipment made by Customer’s employees or anyone other than Service Provider;
- viii. Programming (modification of software code) and program (software) maintenance;
- ix. Website development or maintenance of any kind;

- x. Cyber Security Audits of any kind;
- xi. Training services of any kind;
- xii. Support in any manner for computers using the Linux/Unix Operating Systems or any flavor therein;
- xiii. Support in any manner for Novell Servers or related Novell Server software;
- xiv. Support for computer/software issues well outside the bounds of normal business practices;
- xv. Support for dot-matrix or impact printers;
- xvi. Any software greater than ten (10) years old;
- xvii. Server hardware not manufactured by IBM, Dell, or HP;
- xviii. Mac Server;
- xix. SQL Server Support and Audits;
- xx. Microsoft Windows Server Update Services (WSUS);
- xxi. Circumventing software licensing laws;
- xxii. Data recovery; and
- xxiii. Computer equipment not owned by the Customer.

5.6. Galaxy IT provides access to third-party merchant sites (“Merchants”) from which the Customer may purchase certain goods or services. The Customer understands that Galaxy IT does not operate or control the products or services offered by Merchants and that Galaxy IT is not a party to the transaction entered into between the Customer and Merchants. The Customer agrees that use of such Merchants is at the Customer’s sole risk and is without warranties of any kind by Galaxy IT, expressed, implied or otherwise including warranties of title, fitness for purpose, merchantability, or non-infringement. Under no circumstances will Galaxy IT or Galaxy IT’s affiliated parties be liable for any damages arising from the transactions between the Customer and Merchants or for any information appearing on Merchant’s sites or any third-party site linked to a Galaxy IT site.

5.7. Galaxy IT does not warrant that (a) the Services will detect every vulnerability or threat on your system; (b) Galaxy IT’s security assessments, suggested solutions, virus protection, spam filtering, firewall, and firewall-monitoring services, or advice will be error-free or complete; (c) access to the Services or Galaxy IT property will be uninterrupted or error-free; or (d) any results, report, judgment, assessments, opinions, or conclusions provided by or in connection with the Services or Galaxy IT property will be comprehensive or error-free. The Customer agrees that Galaxy IT will not be responsible or liable for the accuracy or usefulness of any information provided by Galaxy IT, or for any use of such information. The Customer acknowledges and agrees that the effectiveness and results of such information, Services, and Galaxy IT property depend in significant part on the security products used in connection therewith and that the features, effectiveness, and performance of the security products are the sole and exclusive responsibility of the software manufacturer and not Galaxy IT.

5.8. Galaxy IT personnel may from time to time recommend third-party software or other products and services for your consideration. **GALAXY IT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM GALAXY IT.** The Customer’s use of any such products and services is governed by the terms of the Customer’s agreement with the provider of those products and services.

6. UNAUTHORIZED ACCESS TO YOUR DATA OR USE OF THE SERVICES.

Galaxy IT is not responsible to the Customer or any third party for unauthorized access to the Customer's data or the unauthorized use of the Services unless the unauthorized access or use results from Galaxy IT's failure to meet its security obligations stated in Section 3 (Our Obligations) of these General Terms and Conditions or the Services Description. The Customer is responsible for the use of the Services by any employee of the Customer, any person the Customer authorizes to use the Services, any person to whom the Customer has given access to the Services, and any person who gains access to the Customer's data or the Services as a result of the Customer's failure to use reasonable security precautions, even if such use was not authorized by the Customer.

7. TAXES ON SERVICES.

If Galaxy IT is required by law to collect taxes on the provision of the Service, the Customer must pay Galaxy IT the amount of the tax that is due or provide Galaxy IT with satisfactory evidence of your exemption from the tax. The Customer must provide Galaxy IT with accurate factual information to help Galaxy IT determine if any tax is due with respect to the provision of the Services.

8. EXPORT MATTERS.

The Customer represents and warrants that the Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and is not otherwise a person to whom Galaxy IT is legally prohibited to provide the Services. The Customer may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical, or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as outlined in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, or as otherwise prohibited by law, nor may the Customer provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

9. CHANGES TO THE ACCEPTABLE USE POLICY.

Galaxy IT may change the AUP to add or modify restrictions on the customers' use of the Services. If changes are made to the AUP, Galaxy IT will publish a revised version of the AUP at www.Galaxyit.com/Terms-of-Service and email the Customer the revision. The revised AUP will become effective thirty (30) days following Galaxy IT's notice to the Customer of the revision to the AUP.

10. CANCELLATION POLICY.

10.1. Written, thirty (30) days' notice is required for cancellation of any products or services. In the event of early termination or cancellation, Customer acknowledges a cancellation fee equivalent to the remaining full value of the applicable term of this Agreement. For example, if a Customer terminates this Agreement six months before the end of the Customer's Initial Term, the Customer will be billed the full amount for the remaining six months.

10.2. Services will be invoiced for the entire month after cancellation. Products will be billed through the end of the product term date and/or when product migration is complete. Because many products are billed a month or two after a given product term, Customers who terminate products should expect to receive the final bills for these products a month or two after cancellation and/or migration occurs.

10.3. In the event of early termination or cancelation, Customer acknowledges that Galaxy IT shall use all remedies available to them under the law to protect any equipment or intellectual property provided in this Agreement.

11. SUSPENSION OF SERVICES.

Galaxy IT may suspend Services without liability if:

- i. Galaxy IT reasonably believes that the Services are being used in violation of the Agreement;
- ii. The Customer doesn't cooperate with our reasonable investigation of any suspected violation of the Agreement;
- iii. There is an attack on your Hosted System or your Hosted System is accessed or manipulated by a third party without your consent;
- iv. Galaxy IT is required by law to suspend your Services; or
- v. There is another event for which Galaxy IT reasonably believes that the suspension of Services is necessary to protect the Galaxy IT network or our other customers.

Galaxy IT will give the Customer reasonable advance notice of a suspension under this paragraph. If your Hosted System is compromised, then the Customer must address the vulnerability prior to Galaxy IT placing the Hosted System back in service or, at your request, Galaxy IT may be able to perform this work for the Customer at our standard hourly rates as a Supplementary Service.

12. TERMINATION FOR BREACH.

12.1. The Customer may terminate the Agreement for breach if: (i) Galaxy IT materially fails to provide the Services as agreed and does not remedy that failure within fifteen (15) days of your written notice describing the failure, (ii) Galaxy IT materially fails to meet any other obligation stated in the Agreement and does not remedy that failure within thirty (30) days of your written notice describing the failure.

12.2. Galaxy IT may terminate the Agreement for breach if:

- (i) Galaxy IT discovers that the information the Customer provided for the purpose of establishing the Services is materially inaccurate or incomplete;
- (ii) The individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the Customer;
- (iii) The Customer's payment of any invoiced amount is overdue and the Customer does not pay the overdue amount within fifteen (15) Business Days of Galaxy IT's written notice;
- (iv) Without notice if the Customer has made payment arrangements via credit card or other third party, and the third-party refuses to honor Galaxy IT's charges;

(v) The Customer fails to comply with any other provision of the Agreement and does not remedy the failure within thirty (30) days of our notice to the Customer describing the failure; and

(vi) Galaxy IT may also terminate the Agreement for breach if the Customer violates the AUP, or if the Customer's agreement for any other Galaxy IT service is terminated for breach of the AUP applicable to that service.

12.3. Should Customer default, permission is granted to enter their premises at any time, with or without permission, and remove all of Galaxy IT's hardware, and all efforts to recover such property will be deemed consensual and not a trespass. The Customer agrees to fully cooperate and will not interfere in any way, including but not limited to involving law enforcement. Customer acknowledges that the hardware provided under this agreement belongs to Galaxy IT which retains a 100% Security Interest, and Galaxy IT may repossess without notice, upon breach of this agreement by Customer.

13. CONFIDENTIAL INFORMATION.

Galaxy IT agrees not to use the other's Confidential Information except in connection with the performance or execution of the terms of this Agreement, the exercise of our respective legal rights under the Agreement, or as may be required by law. Each of us agrees not to disclose the other's Confidential Information to any third party except to each of our respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this General Terms and Conditions.

14. LIMITATION OF LIABILITY.

14.1. If the Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy against Galaxy IT or Galaxy IT's affiliated parties is to discontinue using the Service.

14.2. All information the Customer receives from or through the Service is provided "as-is," as "available," and all warranties, express or implied, are disclaimed (including but not limited to any implied warranties of merchantability and fitness for a particular purpose, course of dealing or usage of trade). The Service may contain bugs, errors, problems, or other limitations. Galaxy IT and Galaxy IT's affiliated parties have no liability whatsoever for your use of the Service, inability to use the Service, or your reliance on or use of information from the Service or through the Service that results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation or any failure of performance. In particular, but not as a limitation, Galaxy IT and Galaxy IT's affiliated parties are not liable for any indirect, special, incidental, or consequential damages, including damages for loss of business, loss of profits, litigation, or the like, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. The negation of damages set forth above is a fundamental basis of the bargain between Galaxy IT and the Customer. The Service would not be provided without such limitations.

14.3. The Customer agrees to defend, indemnify, and hold Galaxy IT and Galaxy IT's affiliated parties harmless from any and all liabilities, costs, and expenses, including reasonable attorneys'

fees, related to, or arising from your use of the Service or any breach on your part of this Agreement.

15. LIMITATION ON DAMAGES.

15.1. Galaxy IT is not liable to the Customer for failing to provide Services unless such failure results from a breach of a Service Level Guaranty. The credits stated in the Service Level Guaranty are your sole and exclusive remedy for our failure to meet those guaranties for which credits are provided unless such failure is due to Galaxy IT's willful misconduct. Termination of this Agreement is your sole and exclusive remedy for Galaxy IT's failure to meet support expectations.

15.2. IN NO EVENT SHALL GALAXY IT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, LOSS OF USE OF EQUIPMENT, LOST DATA, COSTS OF SUBSTITUTE EQUIPMENT OR OTHER COSTS ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT GALAXY IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.3. Notwithstanding anything in the Agreement to the contrary, should Galaxy IT, its agents, suppliers, employees, or affiliates be held liable for breaching this Agreement Customer acknowledges and agrees and accepts Liquidated Damages in an amount that shall not exceed \$10,000, which is both reasonable and proportional for any alleged damages originating from a breach of this Agreement.

16. INDEMNIFICATION.

16.1. Customer agrees to fully indemnify Galaxy IT, its affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") from all legal claims arising out of the Customer's violation of this Agreement or the AUP, or misrepresentations, negligence, or violation of the law. Indemnification shall include, but not be limited to, costs of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on Galaxy IT as a result of the claim. The Customer's obligations under this subsection also include claims arising out of the acts or omissions of your employees or agents, any other person to whom the Customer has given access to the Services, and any person who gains access to the Services because of the Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by the Customer. Customer further agrees to indemnify Galaxy IT against reasonable attorney fees and other expenses Galaxy IT incurs in connection with any dispute between persons having a conflicting claim over Customer's account with Galaxy IT, or any claim by the Customer's end user arising from an actual or alleged breach of the Customer's obligations to them. Customer shall not enter into any settlement without Galaxy IT's prior written consent.

16.2. Galaxy IT shall choose legal counsel to defend the claim. The Customer shall comply with legal counsel's reasonable requests for assistance and cooperation in the defense of the claim. The Customer must pay expenses due under this Section as Galaxy IT incurs them.

17. PUBLICITY.

The Customer agrees that Galaxy IT may publicly disclose that Galaxy IT is providing Services to the Customer and may use the Customer's name and logo to identify the Customer as our customer in promotional materials, including press releases.

18. SOFTWARE.

18.1. General. The Customer may not copy any software Galaxy IT provides for use unless expressly permitted by the Agreement. The Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software Galaxy IT provides for the Customer's use. Unless permitted by the terms of an open-source software license, the Customer may not reverse engineer, decompile or disassemble any software Galaxy IT provides for the Customer's use except and to the extent that the Customer is expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to Galaxy IT. In addition to the terms of the Agreement, the Customer's use of any Microsoft software is governed by Microsoft's license terms, and any use restrictions on your use of the Microsoft software as indicated in your Services Description, such as a limitation on the number of users (a "SAL" license). If the Customer uses any non-Galaxy IT-provided software on the Customer's Hosted System the Customer represents and warrant to Galaxy IT that the Customer has the legal right to use the software in that manner. On Galaxy IT's request, the Customer will certify in writing that the Customer is in compliance with the requirements of this paragraph and any other software license restrictions that are part of the Agreement and will provide evidence of the Customer's compliance as Galaxy IT may reasonably request.

18.2. Customer Provided Licenses. If Galaxy IT has agreed to install, patch, or otherwise manage software in reliance on the Customer's license with a software vendor (rather than Galaxy IT's license with the software vendor), then the Customer represents and warrants that the Customer has a written license agreement with the vendor that permits Galaxy IT to perform these activities. The Customer agrees that the Customer will provide Galaxy IT with evidence of licensing as Galaxy IT may reasonably require before the scheduled deployment date, and from time to time as necessary to update the status of the license. If the Customer fails to provide the required evidence of licensing Galaxy IT may, at its option, either (i) delay the deployment date for the Hosted System that was to include such software until the evidence is provided, (ii) deploy the Hosted System in reliance on Galaxy IT's licensing agreement with the vendor, and charge the Customer its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate the Agreement. Please Note: Your licensed software may not be compatible with Galaxy IT's standard process for deploying and repairing Hosted Systems. In addition, in order to install the software Galaxy IT may require the Customer to send the physical or electronic media provided to the Customer by the vendor, both for deployment and again in the event of a failure of your Hosted System. The Customer agrees that Galaxy IT will not be in breach

of any Service Level Guaranty or other obligation under this Agreement that would not have occurred but for a delay resulting from Galaxy IT's agreement to use the Customer's licensed software.

19. WHO MAY USE THE SERVICE.

The Customer may permit their subsidiaries and affiliated companies to use the Services if the Customer wishes. Galaxy IT will provide support only to the Customer, not to their customers, subsidiaries, or affiliates. There are no third-party beneficiaries to this Agreement, meaning that customers, subsidiaries, affiliates and other third parties do not have any rights against either party under this Agreement.

20. NO HIGH-RISK USE.

The Customer may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, the Customer may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.

21. SERVICES MANAGEMENT AGENT.

The Customer agrees that the Customer will not interfere with any services management software agent(s) that Galaxy IT installs on their Hosted System. Galaxy IT agrees that its agents will use only a minimal amount of computing resources, and will not interfere with your use of your Hosted System. Galaxy IT will use the agents to track system information so that it can more efficiently manage various service issues, such as patching exceptions and product life cycles. Galaxy IT may also use the agents to identify security vulnerabilities. Galaxy IT will not use the agents to view or capture the Customer's content or data. The Customer's Services will become "unsupported" as described in the Product Terms if the Customer disables or interferes with our services management agent(s). The Customer agrees that Galaxy IT may access the Customer's Hosted System to reinstall services management software agents if the Customer disables them or interferes with their performance.

22. NOTICES.

The Customer's routine communications regarding the Services, including any notice of non-renewal, should be sent to your Galaxy IT account team. If the Customer wants to give a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, the Customer should send it by electronic mail and first-class United States mail to: Galaxy IT 2943 Parkway Blvd #118, Salt Lake City, Utah 84119 Galaxy IT's routine communications regarding the Services and legal notices will be sent to the individual(s) the Customer designate as their contact(s) on their account either by electronic mail, United States mail, or overnight courier, except that Galaxy IT may give notice of an amendment to the AUP by posting the notice to the website. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time delivered, except that notices of AUP amendments are via email to the primary contact. For purposes of counting

days for notice periods, the Business Day on which the notice is deemed received counts as the first day.

23. OWNERSHIP OF INTELLECTUAL PROPERTY AND OTHER PROPERTY.

23.1. Each party retains all rights, title, and interest in and to their respective trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property developed by Galaxy IT during the performance of the Services shall belong to Galaxy IT unless Galaxy IT has agreed with the Customer in advance in writing that the Customer shall have an interest in the intellectual property.

23.2. The Customer does not acquire any ownership interest in or right to possess the Hosted System, and the Customer has no right of physical access to the Hosted System. Galaxy IT does not acquire any ownership interest in or right to the information the Customer transmits to or from or stores on their Galaxy IT servers or other devices or media.

23.3 If Galaxy IT or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Galaxy IT is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Galaxy IT may terminate the Services on reasonable notice of at least one-hundred twenty (120) days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

24. ASSIGNMENT/SUBCONTRACTORS.

Neither party may assign the Agreement without the prior written consent of the other party except as part of a bona fide corporate reorganization or a sale of its business. Galaxy IT may use third-party service providers to perform all or any part of the Services, but Galaxy IT remains responsible to the Customer under this Agreement for Services performed by its third-party service providers to the same extent as if Galaxy IT performed the Services itself.

25. FORCE MAJEURE.

Neither the Customer nor Galaxy IT shall be held liable or responsible to the other party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing party, including fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority. The non-performing party shall notify the other party of such force majeure within ten (10) days after such occurrence by giving written notice to the other party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing party shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that in the event the suspension of performance continues for one-hundred and eighty (180) days after the date of the occurrence, and such failure

to perform would constitute a material breach of this Agreement in the absence of such force majeure, the non-performing party may terminate this Agreement pursuant by written notice to the other party.

26. GOVERNING LAW

The Agreement is governed by the laws of the State of Utah and the laws of the United States of America, as applicable. The exclusive venue for all disputes arising out of the Agreement shall be binding arbitration under the AAA rules for Commercial Arbitration in Salt Lake County, Utah. No action may be brought by the Customer in any other venue. Each Party agrees not to bring a claim for breach or related causes of action under the Agreement more than one year after the time that the claim accrued and hereby waives any applicable statute of limitations that may apply.

27. MISCELLANEOUS.

27.1. These General Terms and Conditions, the applicable Product Terms, and any applicable Country Specific Term are incorporated in your Agreement by reference to pages on the Galaxy IT website. Although Galaxy IT may from time to time revise the General Terms and Conditions, Product Terms, and Country Specific Terms posted on those pages, those revisions will not be effective as to an Agreement that the Customer signed prior to the date Galaxy IT posted the revisions, and your Agreement will continue to be governed by the General Terms and Conditions and Product Terms posted on the effective date of the Agreement until the first day of any Renewal Term that follows the date Galaxy IT published the revision. However, if over time the Customer signs multiple Agreements for a single Hosted System - for example, to add service elements to an existing Hosted System, then the version of the General Terms and Conditions, Product Terms and Conditions, and Country Specific Terms (if any) referenced in the last signed Agreement will govern the entire Hosted System unless otherwise agreed in writing.

27.2. Unless otherwise expressly permitted in this Agreement, the General Terms and Conditions, Product Terms and Conditions, Acceptable Use Policy, Country Specific Terms, and any addenda referenced in any of them, may be amended only by a formal written agreement signed by both parties. A Services Description may be amended to modify, add, or remove Services, by a formal written agreement signed by both parties or by an exchange of correspondence, including via electronic mail or the Galaxy IT ticketing system, that includes the express consent of an authorized individual for each of us. The pre-printed terms on your purchase order or other business forms will not become part of this Agreement.

27.3 If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: signature page for Managed Services Agreement, the applicable HaaS Leasing Agreement, any Addendum to the Managed Services Agreement, Country Specific Terms (if any), Services Description, Product Terms and Conditions, the General Terms and Conditions, and the Acceptable Use Policy.

27.4. Severability. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part shall be reformed to the

extent possible to make it enforceable but still consistent with the business and financial objectives of the parties underlying the Agreement.

27.5. Each party may enforce each of their respective rights under the Agreement even if the Parties failed to enforce the same or other rights in the past unless such rights are expressly waived in writing.

27.6. The relationship between Galaxy IT and the Customer is that of independent contractors and not business partners. Neither party is the agent for the other, and neither party has the right to bind the other on any agreement with a third party.

27.7. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation."

27.8. The Agreement is effective when the Customer signs the Managed Services Agreement, even though the "Initial Term" may be defined in the Agreement with reference to the Service Commencement Date or other date.

27.9. All provisions shall survive expiration or termination of this Agreement.

27.10. If the Customer has made any change to the Agreement that the Customer did not bring to Galaxy IT's attention in a way that is reasonably calculated to put Galaxy IT on notice of the change, the change shall not become part of the Agreement.

27.11. This General Terms and Conditions is the complete and exclusive agreement between the Customer and Galaxy IT regarding this Managed Services Agreement and supersedes and replaces any prior proposal entered into by the parties.

28. ATTORNEYS' FEES.

In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expenses of appeals.

29. SERVICE PLAN CHANGES.

Service Plans can be activated, deactivated, or modified by mutual agreement via email between both parties. From time to time as technologies and services become more or less important or costly, Galaxy IT may at its sole discretion change the pricing, scope of work, processes, technologies, and other details included with Service Plans without notice.

Galaxy IT is not responsible for third-party services' change in pricing or other terms and represents these terms may change at any time.

30. NON-SOLICITATION.

While any Service Plan is active and for twelve (12) months after, the Customer agrees to not solicit, engage, or hire, directly or indirectly, on an occasional or part-time or full-time basis, as an employee or independent contractor, on its behalf or that of another, anyone who is then-currently employed by Galaxy IT or was within the previous twelve (12) months employed by Galaxy, to perform substantially similar services as the employee performed for Galaxy.

If written approval is not provided by the CEO of Galaxy IT and the Customer violates the provisions of this Section 30, the Customer will pay Service Provider liquidated damages in an amount equal to the total compensation, including salary, wages, bonuses, commissions, equity, employee benefits, cost of training, etc., that the applicable Service Provider employee received during the prior twelve (12) months of employment or \$100,000.00, whichever is greater. Because of Galaxy IT's unique offering and the difficulty of determining actual damages associated with losing trained Service Provider Employees, the parties acknowledge that the measure of liquidated damages set forth in this Section 30 is reasonable. This provision for damages will not limit remedies against the Customer for any other breach of this Section 30 or from asserting any cause of action independent of it.

31. UCC FILINGS.

Galaxy IT has filed and/or recorded or caused to be filed and/or recorded (or if not filed and/or recorded, have been submitted in proper form for filing and/or recording), UCC financing statements in the appropriate public filings and/or recording offices to perfect a valid security interest in the equipment leased to Customer. Customer grants Galaxy IT a security interest in the Equipment without reservation.

32. HIPPA RELEASE OF LIABILITY AND INDEMNIFICATION.

Galaxy IT engages in IT services for healthcare providers and thereby has access to protected health information that may be covered by HIPPA. Galaxy IT does not assume responsibility for safeguarding the personal protected health information of individuals in the ordinary course of business. Customer will assume all responsibility for maintaining compliance with HIPAA. Customer releases from liability Galaxy IT and its successors and assigns from all liabilities, losses, claims, judgments, suits, fines, penalties, demands, or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof claimed by anyone by reason of injury or damage to persons or property sustained in or in relation to any transfer of protected information in the course of services performed by the Galaxy IT.

Customer shall defend, indemnify and hold harmless Galaxy IT from and against any or all cost (including but not limited to any and all costs incurred by Customer in complying with the breach notification requirements of 45 C.F.R. Part 164, Subpart D), loss, interest, damage, liability, claim, legal action or demand by third parties, (including costs, expenses and reasonable attorney fees on account thereof) arising out of Customer's activities under the Agreement in relation to protected information under HIPPA, including but not limited to, any breach of unsecured Protected Health

Information by the Customer or failure by the Customer to provide the breach notifications required by 45 C.F.R. §§ 164.404 through 164.408.

The provisions of this paragraph 32 will survive the termination of this Agreement.

33. PAYMENT TERMS.

(i) Due. Unless otherwise stated, invoices are due on the 1st of each month. Invoices are past due if they are not paid in full within seven (7) days from the invoice date. The Customer is required to enroll in automatic payment processing.

(ii) Late Fees. If The Customer fails to pay within the terms provided, interest on the unpaid balance will begin to accrue at the lesser of the maximum rate permitted under applicable law or five percent (5%) per month from the date due.

(iii) Open Balances. Customers with open balances more than ninety (90) days from the invoice date will be evaluated to have the open balance submitted to a collection agency. The Customer agrees to pay for any and all collection costs and/or attorneys' fees.

(iv) Credit Card Fees. All payments made with a credit card are subject to a three percent (3%) or three and a half percent (3.5%) convenience fee, per transaction.

(v) Service Fees. As outlined in the SOW, service fees shall increase each year on the anniversary date of this agreement by the greater of 5% or the increase in the U.S. consumer price index, with such increase not to exceed 10% per annum. This provision is equally applicable to any HaaS Leasing Agreement that the parties enter into.

(vi) All service fees and other charges are subject to adjustment and change as the services and products provided by Galaxy IT are modified, added to, or reduced by the Customer. These new service fees and charges will take effect in the next billing period after the modification occurs.

34. ACCEPTANCE OF AGREEMENT.

This Agreement covers those services and equipment listed in the AUP, General Terms and Conditions, specific Product Terms and Conditions, and Country Specific Term, or as modified with an Addendum or Amendment which may result in an adjustment to the Customer's monthly charges. Should the Customer wish to acquire additional equipment or services and wants Galaxy IT to provide additional services, prior approval from Galaxy IT must be obtained and endorsed exclusively.

The undersigned, for value received and hereafter valued, hereby unconditionally guarantee(s) to Galaxy IT, a Utah limited liability corporation, full payment of all sums due and owing, pursuant to the terms indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Managed Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature

Customer

Date

Authorized Signature

Galaxy IT

Date