

Master Managed Services Agreement

This Master Managed Services Agreement (“**Agreement**”) is entered into as of _____, 202__ (“**Effective Date**”) by AsystYOU Technology, LLC, (“**AYT**”) a Georgia limited liability company with a notice address of 105 E. Roanoke Dr., Fitzgerald, Georgia 31750, and Ben Hill County, Georgia (“**Client**”), with a notice address of Ben Hill County Board of Commissioners, 402-A E Pine St., Fitzgerald, GA 31750.

Background

AYT is the provider of various managed IT services. Client is a Georgia municipality. AYT has offered to provide Client certain managed IT services, which includes the license and management of certain software products, the provision of telecommunications and computing equipment and related maintenance services, and related services, all as more particularly set forth on Work Orders, and Client has agreed to receive and pay for such services, in accordance with the terms and conditions of this Agreement.

The parties agree as follows:

1. Defined Terms. In addition to any other terms defined in this Agreement, the following terms have the following meanings.

1.1. “Work Order” means the Work Order attached as *Exhibit A* and incorporated by this reference, together with any mutually agreed Work Order, Statement of Work, or similar document that is either attached to this Agreement or that expressly incorporates the terms and conditions of this Agreement.

1.2. “AYT Equipment” means the amount and type of equipment more particularly identified as AYT Equipment on each Work Order, with all replacement parts, additions, repairs, and accessories incorporated or affixed to the equipment from time to time. Upon AYT’s replacement of any AYT Equipment during the Term, the replacement equipment will be deemed to be AYT Equipment.

1.3. “Supported Equipment” means the amount and type of equipment more particularly identified as Supported Equipment on each Work Order, with all replacement parts, additions, repairs, and accessories incorporated or affixed to the equipment from time to time. Some or all AYT Equipment is also Supported Equipment. For clarification, Supported Equipment is the Equipment for which certain Managed Services are provided, as set forth in this Agreement and the Work Orders.

1.4. “Equipment” means the AYT Equipment and Supported Equipment.

1.5. “AYT Software” means the software more particularly identified as AYT Software on each Work Order, together with all updates and upgrades to the software provided from time to time.

1.6. “Supported Software” means the software more particularly identified as Supported Software on each Work Order. Some or all AYT Software is also Supported Software.

For clarification, Supported Software is the Software for which certain Managed Services are provided, as set forth in this Agreement and the Work Orders

1.7. “**Software**” means the AYT Software and Supported Software.

1.8. “**Services**” means the services more particularly identified on each Work Order, and may include Installation Services, Training Services, Support Services, Maintenance Services, Other Managed Services, and Additional Services.

1.9. “**Service Levels**” means the detailed description of certain Managed Services as described on *Exhibit B*.

1.10. “**Deliverables**” means all AYT Equipment, AYT Software, and Services.

2. **Deliverables.** During the Term and subject to the terms and conditions of this Agreement, AsystYOU will provide the Deliverables to Client.

2.1. **Title to AYT Equipment.** The AYT Equipment is leased, not sold, to Client. Title to the AYT Equipment will remain in AYT.

2.2. **Location.** The location for the operation and use of the AYT Equipment is set forth on the Work Order. Client will notify AYT of any relocation of any Equipment, other than Equipment intended for use by individual Client personnel, such as laptops or mobile devices. Relocation of Equipment may impact AYT’s ability to provide Managed Services with respect to the relocated Equipment, unless AYT undertakes certain activities related to relocation. Those activities may be provided, upon AYT’s agreement, in accordance with a new Work Order or as an Additional Service.

2.3. **Software.**

(a) **Third Party Licenses of AYT Software.** Certain AYT Software requires Client to agree to a license agreement with the third party software provider or AYT as sub-licensor (“**Third Party License**”). Client may request to review any Third Party License before the applicable AYT Software is provided to Client. If Client objects to the Third Party License before the software is provided to or operated by Client, AYT will not install that AYT Software or deliver that AYT Software to Client, the related Managed Services and the Fees for those Managed Services will be removed from the Work Order, and Client will not be charged for that AYT Software or related Managed Services.

(b) **Third Party Licenses of Supported Software.** Client will obtain rights from third party licensors of the Supported Software (other than any AYT Software) to enable AYT to provide the Managed Services.

(c) **Additional Software User Limitations.** Unless otherwise agreed by AYT, all Software pre-installed or installed by AYT on AYT Equipment, including mobile devices, is solely for use on that specific AYT Equipment.

2.4. *Services.*

(a) *Installation Services.* AYT will provide the Services related to the initial installation of the AYT Equipment and AYT Software as described on a Work Order ("**Installation Services**"), if any.

(b) *Training Services.* AYT will provide the Services related to the initial training of Client personnel on the use of the AYT Equipment and AYT Software as described on a Work Order ("**Training Services**"), if any.

(c) *Managed Services.* AYT will provide the Services described in this subsection (collectively, "**Managed Services**").

(i) *Support Services.* AYT will provide support for the Supported Software as described and in accordance with the Service Levels ("**Support Services**").

(ii) *Maintenance Services.* AYT will provide maintenance for the Supported Equipment as described and in accordance with the Service Levels ("**Maintenance Services**"). If specified on a Work Order, Maintenance Services may include providing replacement parts, additions, repairs, and accessories to Supported Equipment.

(iii) *Other Managed Services.* AYT will provide those other services for the management of the Managed Equipment and Managed Software as particularly set forth on the Work Order and in accordance with the Service Levels ("**Other Managed Services**").

(d) *Additional Services.* From time to time, Client may request that AYT provide additional services that are not within the scope of any existing Work Order. If AYT agrees to provide those services, AYT will perform those services in accordance with the terms and conditions of this Agreement ("**Additional Services**"). The performance of Additional Services is subject to availability of AYT personnel.

3. **Fees and Expenses.**

3.1. *Installation Fees.* Client will pay to AYT the fees set forth on each Work Order for the Installation Services ("**Installation Fees**").

3.2. *Training Services Fees.* Client will pay to AYT the fees set forth on each Work Order for the Training Services ("**Training Services Fees**").

3.3. *Managed Services Fees.* Client will pay to AYT the fees set forth on each Work Order for the Managed Services ("**Managed Services Fees**").

3.4. *Additional Services Fees.* Unless otherwise specified on the Work Order, Client will pay for all Additional Services at AYT's then-standard time and materials rates ("**Additional Services Fees**"; Installation Fees, Training Services Fees, Managed Services Fees,

Additional Services Fees, and all other fees specified in this Agreement or on any Work Order are collectively referred to as “**Fees**”).

3.5. Expenses. Certain amounts paid by AYT to third parties are included in the Fees. Client will pay to AYT any other expenses that are identified on each Work Order (“**Expenses**”).

3.6. Taxes. Excluding taxes based upon AYT’s net income, Client will pay all personal property, sales, use and other taxes, and all license and registration fees, and all other assessments and charges levied or imposed by any governmental body or agency as a result of the execution or performance of this Agreement. Client will pay any amount due under this Section directly to the applicable governmental body or agency, where appropriate, or will reimburse AYT according to invoices delivered to Client in connection with the applicable Deliverables. If Client or the transactions contemplated by this Agreement are exempt from any taxes, fees, assessments, or charges, Client will provide evidence of the tax exempt status to AYT, which may include exemption certificates or other documentation acceptable to AYT.

3.7. Payment Terms. Client will pay the Fees and Expenses, including applicable taxes, to AYT in accordance with this Section, unless otherwise stated on a Work Order.

(a) *Installation Fees.* Installation Fees are payable monthly in arrears, within 30 days of receipt of the invoice for those Installation Services.

(b) *Training Services Fees.* Training Services Fees are payable monthly in arrears, within 30 days of receipt of the invoice for those Training Services.

(c) *Managed Services Fees.* Managed Services Fees are payable monthly in advance, on or before the later of 30 days after receipt of the invoice or the fifth day of each calendar month to which the Managed Services Fees apply.

(d) *Additional Services Fees.* Additional Services Fees are payable monthly in arrears, within 30 days of receipt of the invoice for those Additional Services.

(e) *Expenses.* Expenses are payable monthly in arrears. AYT will invoice Client for the Expenses, and Client will pay the Expenses on or before 30 days after receipt of the invoice. Except as described in *Section 3.9*, Client will make all payments by bank or certified check.

3.8. Adjustments to Fees. AYT may adjust the Fees at the beginning of each one year period during the Term, commencing at the beginning of the Second Renewal Term (i.e., July 1, 2025). AYT will notify Client of any adjusted fees at least 60 days prior to the beginning of each one year period during the Term.

3.9. Late Payments. If Client fails to pay any invoice when due, AYT may require Client to pay all invoices by an automated ACH payment through the remainder of the Term.

3.10. Suspension of Services. AYT may suspend the delivery of Services and other Deliverables if full payment for the Services is not received within ten business days following notice that Client has failed to pay the Fees or Expenses on or before their due date.

4. Client's Responsibilities.

4.1. Software. Unless otherwise provided by AYT in accordance with a Work Order, Client will install all new versions, upgrades, error corrections, or other modifications to the Software as provided by the third party provider (so long as AYT has expressly authorized the installation) or as provided by AYT to Client.

4.2. Damage to Equipment. Client is solely responsible any part of the Equipment that is physically damaged, lost, stolen, destroyed, damaged beyond repair, or permanently rendered unfit for use for any reason other than the intentional tortious or negligent acts or omissions of AYT.

4.3. Access.

(a) Client will provide AYT with good faith cooperation and access, including physical and remote access, to the information, facilities, personnel, and equipment that may be reasonably required by AYT in order to inspect any Equipment and provide the Deliverables, including providing data, access, information, and software interfaces to Client's applications as may be reasonably requested by AYT from time to time. AYT's performance is dependent upon the timely and effective satisfaction of Client's responsibilities under this Agreement and timely decisions and approvals of Client in connection with the Deliverables. AYT may rely on all decisions and approvals of Client.

(b) At AYT's request, Client will make available reasonable storage facilities for spare parts, tools, and other equipment that AYT wishes to store at Client's site, within reasonable proximity to the Equipment. Client will also provide AYT's personnel, with reasonable working space and facilities, including access at Client's cost to telephones that AYT personnel may use in the provision of the Deliverables.

(c) The parties will mutually agree upon and coordinate all security protocols involving remote access to Client's computing and telecommunications systems. If Client desires AYT to adhere to or use a specific security protocol and doing so will require AYT to incur a material cost, Client will reimburse AYT for that cost, as an Expense.

5. AYT Responsibilities.

5.1. Work Quality.

(a) AYT will perform the Services in a good and workmanlike manner, consistent with generally accepted industry standards, using personnel with the education, experience, training, and qualifications required to perform the Services. Client will promptly notify AYT in writing if the Services fail to perform in accordance with this Section. After receipt of Client's notice, AYT will re-perform the Services within a reasonable time. If AYT is unable to re-perform the Services as described in this Section, AYT will refund the fees paid for the non-conforming Services.

(b) Except as otherwise expressly set forth in the Work Order, the obligations in this Section 5.1 are AYT's sole and entire liability, and Client's exclusive remedy,

with respect to these obligations. AYT is not obligated to correct any failure to achieve these obligations if Client does not notify AYT of the specific existence and nature of such failure within 15 business days after receipt of the applicable Services. Without expanding or limiting the foregoing, AYT is not responsible for (i) any third-party products or (ii) services not provided by AYT.

5.2. Drug Certification. AYT certifies that AYT will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement, as required by O.C.G.A. §50-24-4.

5.3. Subcontractors. AYT may subcontract any Services to subcontractors without Client's prior written consent. AYT will remain responsible for the performance, acts, and omissions of any subcontractors.

6. AYT Warranties. AYT warrants to Client as follows.

(a) AYT is duly organized and validly existing in good standing under the laws of the jurisdiction in which it is organized and has the full power to own its property and to carry on its business as now being conducted.

(b) The execution and delivery of this Agreement and compliance by AYT with all provisions of this Agreement (i) are within AYT's power and authority and (ii) have been duly authorized by AYT.

(c) The execution and delivery of this Agreement does not conflict with or result in a breach of the terms, conditions, or provisions of, give rise to a right of termination under, constitute a default under, or result in any violation of, AYT's organizational documents or any agreement to which AYT is subject.

(d) No authorizations or other consents, approvals, or notices of or to any person or entity are required in connection with AYT's performance of its obligations under this Agreement.

(e) AYT has all licenses, permits, and certifications required to provide the Services.

(f) AYT utilizes the Federal E-Verify system to confirm the employment eligibility of its employees.

(g) AYT certifies to Client that a drug-free workplace will be provided for AYT's employees and subcontractors during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of O.C.G.A. § 50-24-3.

6.2. Disclaimer. AYT MAKES NO AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AGAINST INFRINGEMENT, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY

DELIVERABLES, IN WHOLE OR IN PART. WITHOUT LIMITING THE FOREGOING, AYT DOES NOT WARRANT

6.3. THAT THE DELIVERABLES WILL MEET THE COUNTY'S REQUIREMENTS OTHER THAN AS SET FORTH IN THE APPLICABLE WORK ORDER, THAT ALL ERRORS IN THE SOFTWARE OR MALFUNCTIONS TO THE EQUIPMENT WILL BE CORRECTED. AYT DOES NOT WARRANT THAT THE SOFTWARE IS COMPATIBLE WITH THE EQUIPMENT OR ANY OTHER HARDWARE OR DEVICE, THAT THE OPERATION OF THE SOFTWARE OR EQUIPMENT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DELIVERABLES WILL BE CORRECTED. AYT DOES NOT WARRANT THAT THE SOFTWARE OR EQUIPMENT WILL BE FREE FROM MALICIOUS CODE. FOR PURPOSES OF THIS SECTION, "MALICIOUS CODE" MEANS ANY PROGRAM CODE DESIGNED TO CONTAMINATE OTHER COMPUTER PROGRAMS OR COMPUTER DATA, CONSUME COMPUTER RESOURCES, MODIFY, DESTROY, RECORD, OR TRANSMIT DATA, OR IN SOME OTHER FASHION INTERFERE WITH THE NORMAL OPERATION OF THE COMPUTER, COMPUTER SYSTEM, OR COMPUTER NETWORK, INCLUDING VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS AND THE LIKE. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, THE DELIVERABLES ARE PROVIDED "AS IS." THIS SECTION 6.2 DOES NOT DISCLAIM ANY WARRANTY BY A MANUFACTURER OR SOFTWARE PROVIDER.

7. Confidentiality.

7.1. *Confidential Information.* During the Term, each party (the "**Receiving Party**") may receive or become aware of certain information that may constitute trade secrets or confidential information of the other party or its subcontractors (the "**Disclosing Party**") that is not commonly known by or available to the general public, including technical or nontechnical data, procedures, processes, client, resident, or employee lists, files, reports, protocols, financial data or plans, business practices and information relating to products, services, costs, and margins (collectively, "**Confidential Information**"). Confidential Information does not include information that (i) the Receiving Party can show was in its lawful possession, without any obligation to keep it confidential, prior to receipt of that confidential information from the Disclosing Party; (ii) is or becomes generally available to the public, through no wrongful act or breach of a duty of confidentiality on the part of the Receiving Party; (iii) is later lawfully obtained by the Receiving Party from a third party under no obligation of confidentiality; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. The foregoing exceptions are not applicable to information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual person or household.

7.2. *Non-Use and Non-Disclosure.* Except as expressly permitted in this Agreement or as reasonably necessary for the exercise of rights granted or performance of obligations in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose. The Disclosing Party agrees, and will require its personnel to agree, not to use Confidential Information except as necessary to provide or receive the

Deliverables and not to disclose any Confidential Information without the prior written permission of the Disclosing Party.

7.3. Exceptions to Nondisclosure. This *Section 7* does not prohibit any disclosure or use of Confidential Information as required by any applicable open records laws (including Article 4, Chapter 18 of Title 50 of the Official Code of Georgia Annotated) or other applicable law. If the Receiving Party is required by law, regulation, or court order to disclose the Disclosing Party's Confidential Information, if allowed by law the Receiving Party will provide the Disclosing Party with prompt written notice of the requirement and allow the Disclosing Party to seek a protective order or other appropriate relief. Subject to the foregoing sentence, the Receiving Party may furnish that portion (and only that portion) of the Disclosing Party's Confidential Information that the Receiving Party is legally compelled or is otherwise legally required to disclose.

7.4. Term of Nondisclosure. With respect to any Confidential Information that qualifies as a trade secret under Georgia law, the restrictions on use and disclosure in this *Section 7* will continue in effect after the termination or expiration of this Agreement for so long as the information qualifies as a trade secret. With respect to Confidential Information that does not qualify as a trade secret under Georgia law, the restrictions on use and disclosure will remain in effect for Term and for five years thereafter.

7.5. Maintenance of Confidentiality. The Receiving Party will protect from disclosure the Disclosing Party's Confidential Information with at least that degree of care used by the Receiving Party in dealing with its own proprietary information. The Receiving Party will promptly notify the Disclosing Party of any use or disclosure of such Confidential Information in violation of this Agreement of which the Receiving Party becomes aware.

7.6. Equitable Relief. The failure to perform its duties under this *Section 7* may cause the Disclosing Party to suffer irreparable injury for which the Disclosing Party will not have an adequate remedy available at law. Accordingly, the Disclosing Party may seek to obtain injunctive or other equitable relief to prevent or curtail any threatened or actual breach of this *Section 7*, without posting a bond or security and without prejudice to any other rights that may be available under this Agreement, at law, or in equity.

7.7. Feedback. Any suggestions or proposed enhancements, changes, improvements, or modifications to the Deliverables, in any form, provided by Client to AYT may be freely used by AYT without limitation, and any enhancement, change, improvement, or modification to the Deliverables or other current or future products or services of AYT resulting from those suggestions or proposed changes will be exclusively owned by AYT.

8. Proprietary Rights.

8.1. AYT Ownership. Subject to Client's license and possessory rights expressly set forth in this Agreement, AYT, its licensors and suppliers, retain the sole and exclusive right, title, and interest, including all intellectual property rights in and to (i) all Software, (ii) AYT Equipment, and (iii) AYT's and its licensors' and suppliers' Confidential Information.

8.2. Client Ownership. As between Client and AYT, Client retains sole and exclusive ownership of, including all intellectual property rights in, Client's Confidential Information. Client grants AYT a personal, non-exclusive, and limited license to use, reproduce, and modify Client's Confidential Information solely as necessary to fulfill AYT's duties under this Agreement, without the right to distribute Client's Confidential Information to third parties other than in accordance with the confidentiality provisions of this Agreement.

9. Indemnification.

9.1. By AYT. AYT will indemnify, defend, and hold harmless Client against any third party claim arising from AYT's or AYT's personnel's negligence or intentional tortious misconduct.

9.2. Indemnification Generally. The indemnification provided in this *Section 9* is conditioned on (i) Client giving AYT prompt written notice of such claim; (ii) Client providing its full cooperation in the defense of such claim, if requested by AYT and at AYT's expense; and (iii) Client granting AYT the sole authority to defend or settle the claim. Client may engage legal counsel to monitor, but not control, any such claim at Client's expense. Without the written consent of Client, AYT will not settle any claim in a manner that requires Client to pay any amounts of money or admit any liability.

9.3. Insurance. During the Term, AYT shall carry the insurance coverages and amounts of coverages as described in *Exhibit D*.

10. Compliance with Laws. Each party will strictly comply at their own expense with all applicable laws and regulations relating in any way to its performance under this Agreement.

11. Limitation of Liability.

11.1. Consequential Damages. Except as prohibited by law and except as described in *Section 11.3*, in no event will either party be liable to the other party for any indirect, special, incidental, exemplary or consequential damages or loss of goodwill, including lost profits, lost revenue, loss of use, loss of goodwill, loss of reputation, loss of data, costs of recreating lost data, the cost of any substitute equipment, program, or data in any way relating to this Agreement or resulting from the use of or inability to use the Deliverables, including the failure of essential purpose, even if the party has been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise.

11.2. Limitation of Liability. Except as prohibited by law and except as described in *Section 11.3*, AYT's and its affiliates', licensors', and other suppliers' cumulative, aggregate liability arising out of or related to this Agreement and each Work Order, whether in contract, tort, or otherwise, will not exceed the total fees paid by Client to AYT under the applicable Work Order for the twelve months immediately preceding the date the claim arose.

11.3. Exceptions to Limitations. Sections 11.1 and 11.2 are not applicable to any of AYT's indemnification obligations in *Section 9* or any intentional tortious misconduct.

12. Term.

12.1. Work Order Term. Each Work Order sets forth the initial term of that Work Order (“**Work Order Initial Term**”). Subject to any early termination as set forth in this Agreement, the term of the Work Order will continue until the end of the Work Order Initial Term. If the Work Order states a renewal term for the Work Order (each, a “**Work Order Renewal Term**”; the Work Order Initial Term and all applicable Work Order Renewal Terms are collectively referred to as “**Work Order Term**”), then the Initial Work Order Term will renew for successive Work Order Renewal Terms unless either party notifies the other of its intent not to renew on or before 30 days prior to the end of the then existing Work Order Term.

12.2. Agreement Term. As required by O.C.G.A. § 36-60-13, this Agreement shall (i) terminate without further obligation on the part of the Client each and every December 31st, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement. Subject to any early termination as set forth in this Section or otherwise in this Agreement, this Agreement commences on the Effective Date and terminates six months after the expiration or early termination of the last active Work Order (“**Term**”).

13. Early Termination.

13.1. Default; Bankruptcy. Without prejudice to any other remedies, either party may terminate any applicable Work Order or this Agreement by giving notice to the other party in any of the following events:

- (a) if full payment for the Services is not received within 15 business days following notice that Client has failed to pay the Fees or Expenses on or before their due date;
- (b) if the other party commits a material breach of any of the other terms or conditions of this Agreement or any Work Order and fails to cure such breach within 30 days after delivery of notice of the breach; or
- (c) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers, or permits an appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, or is liquidated, voluntarily or otherwise.

13.2. Termination for Lack of Funding or Fiscal Year End. Any Work Order will automatically terminate upon notice to AYT if Client determines that funding for that Work Order is no longer available, in Client’s sole discretion. Client may elect to terminate this Agreement and all Work Orders at the end of the Client’s fiscal year end, by at least 30 days advance written notice. Client may not exercise the right to terminate at the end of a fiscal year unless at least 30 days advance written notice is provided.

13.3. Obligations upon Termination. Upon expiration or termination of a Work Order or this Agreement for any reason, (i) the Client may purchase the transferable Equipment and transferable Software licenses in its possession from AYT pursuant to the schedule found in

Exhibit C; or (ii) the Client will immediately return to AYT all personal property of the other party attributable to the applicable Work Order or this Agreement, as the case may be, including all Confidential Information of the other party and all rights and licenses, including licenses to Software, granted by AYT to Client under all terminated Work Orders will immediately cease. Upon expiration or termination of a Work Order or this Agreement for any reason, all outstanding invoices and all other accrued monies due to AYT by Client will remain due and payable in accordance with the terms of this Agreement. Upon the issuance by either party of a notice of intent to terminate this Agreement or the expiration or termination of a Work Order or this Agreement for any reason, AYT will not access any equipment or software, except in accordance with the express permission of the Client, such permission not to be unreasonably delayed or denied.

13.4. *Optional Equipment Purchase.* At the expiration or earlier termination of any Work Order that provides for the purchase of AYT Equipment, Client may purchase the AYT Equipment specified in the Work Order for the purchase price set forth in the Work Order ("**Equipment Purchase Price**"). Client must exercise the right to purchase within ten business days after the date of termination or expiration of the Work Order. Client may also give notice to AYT of Client's intent to purchase the AYT Equipment at the end of the Work Order Term by giving written notice to AYT of its intent to purchase the AYT Equipment at the end of the Work Order Term. If the Work Order is terminated in advance of the Work Order Term, AYT will provide Client with an invoice for the Equipment Purchase Price, and Client will pay the invoice within 30 days of receipt. Upon receipt of the payment for the Equipment Purchase Price, AYT will execute a bill of sale or other instruments of transfer of the AYT Equipment reasonably requested by Client. If Client fails to pay the Equipment Purchase Price, in addition to any other remedies under this Agreement, at law or in equity, the right to purchase the AYT Equipment will terminate, and AYT may require Client to return the Equipment as provided in *Section 13.5*.

13.5. *Returns.* Except as otherwise expressly provided in *Section 13.4* or on a Work Order, upon the expiration or earlier termination of the a Term, Client will return the AYT Equipment to AYT in the same condition and configuration, as received, reasonable wear and tear excepted, crated and shipped by truck or other normal ground transportation to the address designated by AYT. Client will pay all expenses arising from these requirements, provided that shipping charges payable by Client will be limited to an amount equal to the cost of shipping the AYT Equipment to any location within the Continental United States. Client is responsible for any risk of loss occurring during shipment. Client will return the AYT Equipment within ten days after the expiration or termination of the Term. If AYT is to remove the AYT Equipment in accordance with a Work Order, or if Client does not promptly return the AYT Equipment to AYT, then Client authorizes AYT to enter the premises where the AYT Equipment to remove the AYT Equipment.

13.6. *Survival of Terms.* Upon termination or expiration of this Agreement, and in addition to any provisions that expressly provide to survive any termination of this Agreement, the provisions of this Agreement providing for payment of Fees to AYT, protection of AYT' and its licensor's proprietary rights, warranties disclaimers, the limitation of liability, compliance with laws, indemnities, and other provisions of this Agreement concerning the ongoing interests of either party, including Sections 1, 3, (for accrued but unpaid Fees and Expenses), 4.2, 6.2, 7, 8, 9, 11, 13.3, 13.4, 13.5, 13.6, 15, and 16, will continue and survive in full force and effect.

14. Force Majeure. If either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, the effected party's performance will be extended for the period of delay or inability to perform due to such occurrence, and provided further that the other party may terminate this Agreement if the condition continues for a period of 180 days or more. This Section does not apply to payment obligations.

15. Nonsolicitation. Each party will not directly or indirectly solicit or hire any employee of the other party that interacted with the party in connection with the performance of Services under this Agreement, for employment or services while this Agreement is in effect, nor during the twelve month period following the termination of this Agreement.

16. General.

16.1. Governing Law and Venue. The validity and interpretation of this Agreement and the legal relations of the parties is governed by the internal laws of the State of Georgia, without regard to its rules governing conflicts of law. Any claim or cause of action brought by a part against the other party will be brought in the state (Superior or State court) located in Ben Hill County, Georgia, or corresponding federal courts. Each party consents to the venue of those courts.

16.2. Third Party Beneficiaries. There are no express or implied third party beneficiaries of this Agreement.

16.3. Notices. All notices required or permitted under this Agreement will be made in writing and will be deemed to have been duly given if delivered personally or by reputable overnight or express courier and are effective upon delivery to the applicable notice address. All notices will be addressed to the parties at the respective addresses indicated in the first paragraph of this Agreement, unless changed by a party by notice to the other party. The provisions of this section are intended to apply to communications related to any termination of this Agreement or breach of this Agreement and are not intended to apply to routine communications between the parties in connection with the Deliverables.

16.4. Purchase Orders and Pre-Printed Terms. Client may request the agreed-upon Deliverables delivering to AYT one or more purchase orders from time to time for those Deliverables. Client acknowledges that purchase order issued by Client is for Client's convenience only and will not amend this Agreement. All purchase orders will be governed by the terms and conditions of this Agreement. No terms or conditions of Client's purchase orders will modify this Agreement or be binding on AYT.

16.5. Relationship of the Parties. The relationship of the parties is in the nature of independent contractors. Client neither has nor will exercise any control or direction, nor will it have the right to exercise any control or direction, over the methods or manner in which AYT provides the Deliverables. This Agreement does not create a partnership or joint venture, and neither party is the other's agent, partner, employee, or representative. Neither party may obligate or bind the other party in any manner whatsoever.

16.6. Binding Effect. Except as otherwise restricted in this Agreement, this Agreement is binding upon and will inure to the benefit of the parties and their successors and permitted assigns.

16.7. Modifications; Waivers. No modification, extension or waiver of or under this Agreement will be valid unless made in writing and signed by an authorized representative of the party sought to be bound. Any failure or delay in exercising any right or remedy by either party will not be deemed a waiver of any further, prior, or future right or remedy.

16.8. Severability. If any provision in this Agreement is invalid or unenforceable, that provision will be construed, limited, modified, or severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain in full force and effect.

16.9. Interpretation. In the interpretation of this Agreement, words importing the singular or plural number shall include the plural and singular number respectively, words denoting gender include all genders and references to persons include corporations or other entities and vice versa. The word "including" and its derivatives and synonyms, (including, "e.g.," "such as," "include," and "includes") means "including, without limitation," whether or not capitalized and whether or not "without limitation" or words of similar meaning are included in other provisions of this Agreement. Headings of particular sections are inserted only for convenience and are not to be considered a part of this Agreement or be used to define, limit, or construe the scope of any term or provision of this Agreement. Unless the context otherwise specifically requires, all references to sections of this Agreement refer to all subsections thereof. All Exhibits referenced in this Agreement are incorporated into this Agreement wherever referenced. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another, because the parties participated equally in preparing this Agreement.

16.10. Entire Agreement. This Agreement, including the exhibits and Work Orders, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals, written or oral, with respect to the subject hereof.

16.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered will be deemed an original, and such counterparts together will constitute one instrument.

The parties have executed this Agreement as of the Effective Date.

AYT:

AsystYOU Technology, LLC

By: _____

Printed name: _____

Title: _____

Date: _____

Client:

Ben Hill County, Georgia

By: _____

Printed name: _____

Title: _____

Date: _____

Exhibit A

Work Order

[see attached]

Exhibit B

Service Levels

[see attached]

Exhibit C

Transferable Equipment and Software Licenses

[see attached]

Exhibit D

Insurance Coverages

[see attached]

Exhibit A
Managed Services
Work Order #1

1. **Request.** The Client requested software necessary for their staff to work on required daily tasks, computers for this software to operate on, cybersecurity for all software and computers, implementation for all software and computers, and ongoing maintenance and support while the software and computers are in use.
2. **AYT Software.** AYT will provide the following Software, which is also a part of Supported Software.

Type	Description
Productivity Solution	Microsoft MS 365
Cybersecurity Solution	Antivirus, EDR, MDR, Password Management, Admin Management, Spam Filter

3. **Additional Supported Software.** AYT will facilitate support for additional Software installed on AYT Equipment that is required for the user to perform their work duties.
4. **AYT Equipment.** AYT will provide the following Equipment, which is also Supported Equipment.

Type	Description	Qty	Location
Desktop Computers	Windows 10 Pro PC	10	911, Sheriff's Office

5. **Services.** AYT will provide the following Services.

AYT Software – Installation, Training, Support
Support Software – Support
AYT Equipment – Installation, Training, Maintenance

6. **Fees.** This service is being provided as a bundled solution which covers all fees for Installation, Training, Support, and Maintenance. Fees will be invoiced Quarterly. The initial cost for this package is: **\$4,706.40.**

7. **Work Order Initial Term:** 7/1/22 - 6/30/25

8. **AYT Equipment Inventory List**

Description	Asset Tag
Windows 10 Pro, Desktop Computer	DMRG32D
Windows 10 Pro, Desktop Computer	CWJ5IPW
Windows 10 Pro, Desktop Computer	2VKLQQG
Windows 10 Pro, Desktop Computer	R0JXVFV
Windows 10 Pro, Desktop Computer	1DSUXFP
Windows 10 Pro, Desktop Computer	RIS9WON
Windows 10 Pro, Desktop Computer	WB2EQKK
Windows 10 Pro, Desktop Computer	CXL8PSE
Windows 10 Pro, Desktop Computer	LAJ690B
Windows 10 Pro, Desktop Computer	GOJ1HJL

9. **Other Managed Services.**

Description
Support user accounts
Support password resets
Support security groups
Support operating system
Support productivity solution
Support cybersecurity solution
Maintain desktop computers
Maintain approved connected peripherals, e.g. printers, scanners

8. *Client's Responsibilities for Equipment.* The Client will take the following actions.

- (a) Provide a suitable environment for the operation and use of the Equipment, including appropriate HVAC, electricity, light, security, and other building and office systems;
- (b) Use the Equipment with due care to prevent injury to any person or damage to the Equipment or other property, and in conformity with all applicable laws, ordinances, rules, regulations, and other requirements of any governmental body and with all requirements of the manufacturer with respect to the use, maintenance, and operation of the Equipment;
- (c) Keep the Equipment in as good repair, condition, and working order as when delivered to the Client, reasonable wear and tear excepted. The Client will not modify any Equipment without the prior written consent of AYT, which may be granted or withheld in AYT's sole discretion;
- (d) Perform routine hardware preventive maintenance and cleaning described in the manuals and any documentation provided by AYT with the Equipment ("**Operating Manuals**"), including cleaning air filters and DAT drives;
- (e) Operate the Equipment in accordance with the instructions appearing in the Operating Manuals;
- (f) Replace faulty or failed hardware required for the Equipment that has not been furnished by AYT ("**Non-AYT Hardware**");
- (g) Maintain the Non-AYT Hardware at full functionality status, as specified during the installation during the installation of the operating system, network connectivity, and installed devices, such as modems;
- (h) Procure, install, and maintain all Non-AYT Hardware necessary to operate the Equipment and receive the Services;
- (i) Keep all AYT Equipment free of all security interests, liens, encumbrances, and other claims of any kind, and will not remove any manufacturer's or AYT's identification marks or numbers. If requested by AYT, the Client will conspicuously label the Equipment with labels supplied by AYT to disclose AYT's and any secured party's interest in the Equipment;
- (j) Use its reasonable efforts to conduct problem triage before reporting problems to AYT;
- (k) Allow AYT to inspect the Equipment at reasonable times during normal Client office hours;

(l) Unless otherwise specified on a Work Order, all transportation, transit insurance, and other charges payable for delivery of the Equipment to the Client, and for installation of the Equipment, will be paid by the Client.

If the Client fails to meet any of its responsibilities set forth in this Section, then AYT's performance of Managed Services will be excused to the extent rendered impossible.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Taylor, Towson & Braddy Insurance Agency 409 S. Grant Street Fitzgerald, GA 31750	CONTACT NAME: Tina Baldwin	
	PHONE (A/C No, Ext): (229) 423-4069	FAX (A/C, No): (229) 423-7573
	E-MAIL ADDRESS: tina@taylortowsonbraddy.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HARTFORD INSURANCE GROUP	HI
	INSURER B : Technology Insurance Company Inc.	42376
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED Asyst You, LLC, AsystYOU Technology
P.O. Box 1128
Fitzgerald, GA 31750

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20 SBA AR5TJC	03/24/2024	03/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20 SBA AR5TJC	03/24/2024	03/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TES4322945	09/20/2023	09/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Ben Hill County BOC 402A E. Pine St. Fitzgerald, GA 31750	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Tina Baldwin</i>
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Exhibit B
Service Levels

1. Managed Services.

1.1. Contact Information. Service requests should be made by contacting AYT as follows:

(a) *Phone Call to AYT Offices:* (Both During and After Office Hours, contact: (888) 901-4233)

(b) *Via Client Portal:* (Double-clicking the Desktop Icon placed on each supported computer)

(c) *By E-Mail:* (Sending an email to: support@asystyoutech.com from any internet connected device)

Each service request will be assigned a Service Ticket number for tracking (“**Service Ticket**”), which will serve as an ongoing repository of service requests either created by the Client or by AYT as a part of ongoing network monitoring.

1.2. Office Hours. AYT’s office hours are 8:30 am – 5:00 pm Monday through Friday, excluding public holidays (“**Office Hours**”).

1.3. After Hours/Holiday Support. After Office Hours (“**After Hours**”), Managed Services are available for issues where Supported Equipment and Supported Software are not available or where the degradation of service affects a large number of users or business functions. To request Managed Services support After Hours, call the support phone number provided by AYT. Your call will be directed to the on-call support technician. That support technician will assess the situation and implement the appropriate support needed to resolve the issue.

1.4. Target Response Times. AYT will use commercially reasonable efforts to respond to requests for Support Services and Maintenance Services during Office Hours in accordance with the following schedule.

Target Response Times			
Description of Trouble Situation	Service Status	Response Time	Escalation Threshold
Service not available (All users and functions unavailable)	As Needed	Within 1 hour	2 hours
Significant degradation of service (large number of users or business critical functions affected)	As Needed	Within 1 hour	8 hours

Limited degradation of service (limited number of users or functions affected, business process can continue)	Ongoing	Within 24 hours	48 hours
Small service degradation (business process can continue, one user affected)	Ongoing	Within 48 hours	96 hours

5.4. Support Tier Escalation. The following schedule details the Managed Services support tiers.

Tier Level:	Description of Action within Tier Level:
Tier 1 Support	All support and maintenance incidents begin in Tier 1, where the initial trouble ticket is created; the issue is identified and basic Equipment/Software troubleshooting is initiated.
Tier 2 Support	All support and maintenance incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on Equipment/Software issues can be provided by more experienced engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced support engineers who have the ability to collaborate with 3rd Party (Vendor) support engineers to resolve the most complex issues.

5.5. Equipment Repair or Replacement. AYT will use reasonable commercial efforts to provide repair or replacement parts and Supported Equipment within ten weekdays (excluding holidays) after confirmation of notice that the applicable Supported Equipment is not working properly.

6. Exclusions. The following services are outside the scope of Managed Services:

- (a) Electrical work external to and not connected with any Supported Equipment;
- (b) Maintenance of any server, hardware, equipment, alterations, attachments, or other devices not furnished by AYT (“**Non-AYT Hardware**”).
- (c) Support for other devices connected to, or support for the connectivity of those devices to the same network or phone switch as the Supported Equipment, if the devices are not included as Supported Equipment.
- (d) Printer maintenance kits, including toner, ink, paper, and other consumables.
- (e) Any problem resulting from the misuse, improper use, alteration, or damage of the Supported Equipment;

(f) Any problem caused by modifications in any versions of the Supported Equipment not made or authorized by AYT; and

(g) Any problem resulting from the combination of the Supported Equipment with Non-AYT Hardware to the extent such combination has not been approved by AYT.

Any services provided by AYT associated with the excluded activities above will be provided as an Additional Service.

Exhibit C
Transition Services and Equipment Buyout

1. Subject to reaching an agreement as to fees for transition services, at the expiration or earlier termination of any Work Order, AYT will provide the following assistance to Client.
- **Hand off documentation specific to Work Order.** AYT does not guarantee any documentation exists, but to the extent it does that documentation will be made available to the Client or its designee. If the documents are to be given to a designee of the Client, the Client will provide AYT notice of who the designee is and their contact information in writing.
 - **Credentials for the Client network.** Admin credentials will be made available to the Client or its designee.
 - **Review system setup and specific key points with Client.** The type of items AYT anticipates this would include are:
 - Network design - Firewalls, routers, switches, DHCP, AD, GPO, etc.
 - Productivity - MS Office, Adobe, etc.
 - Cybersecurity - MDR, AV, Admin Privileges, Spam Filtering, Backups/DR, etc.
 - Licensing - discuss licensing of software and what needs to be done to transfer the license
 - VPN - overview of current VPN configurations
 - Cameras - overview of current camera platform
 - Access Control - overview of current access control platform
 - Hosted and Guest Servers - overview of current server network
 - NAS - overview of current NAS
2. Client may purchase AYT Equipment based on life expectancy of equipment and time the applicable lease to Client has been in effect. The percentage buyout is a percentage purchase based on the retail price of the equipment.

(a) AYT Equipment with 3 year life expectancy

Leased Time	Percentage Buyout
1-12 months	100%
13-24 months	85%
25-36 months	70%
37+ months	55%

(b) AYT Equipment with 5 year life expectancy

Leased Time	Percentage Buyout
1-12 months	100%
13-24 months	90%
25-36 months	80%
37-48 months	70%
49-60 months	60%
61+ months	50%