SAN JOAQUIN CITY COUNCIL  
MEETING MINUTES  
JANUARY 12, 2021  

1. CALL TO ORDER – Called to order by Mayor Hernandez at 6:00 p.m.  

ROLL CALL AND DECLARATION OF QUORUM-  

Julia Hernandez  Present  
Adam Flores  Present  
Abel Lua  Present  
Dora Martha Mejia  Present- Arrived at 6:07 p.m. via Zoom  
Christina Covarrubia  Present  

Staff Present: Elizabeth Nunez, City Manager, Hilda Montoy, City Attorney, Lupe Estrada, City Clerk.  

Guest Present: See List  

2. APPROVAL OF AGENDA –  

Motion: Mayor Pro Tem moved to approve the agenda as presented. The motion was seconded by Councilmember Lua and approved by the following votes: 4 Ayes 1 Absent (Councilmember Mejia)  

3. CONSENT CALENDAR -  

A. Approval of Minutes: City Council Meeting Minutes of December 8, 2020 –  
B. Approval - Warrant #’s 051899-051985  
C. Report and Recommendation- Approval and Ratification of Order of the City Manager as Director of Civil Defense and Disaster of the City of San Joaquin.  

Motion: Councilmember Lua moved to approve Item 3 Consent Calendar item A. Approval of Minutes, City Council Meeting Minutes of December 8, 2020, item B Approval of Warrents #051899-051985 and item C Approval and Ratification of Order of the City Manager as Director of Civil Defense and Disaster of the City of San Joaquin. The motion was seconded by Mayor Hernandez and approved by the following votes: 4 Ayes 1 Absent (Councilmember Mejia)  

4. SHERIFF REPORT - Informational Only- (Enclosure P.21)  

5. CITY MANAGER REPORT - Informational Only
6. PUBLIC FORUM -

7. PUBLIC HEARING - None

8. OLD BUSINESS – None

9. NEW BUSINESS –

   A. Report and Recommendation – Consideration and approval of Resolution No. 2021-01. A Resolution Authorizing Application for, and Receipt of, Local Government Planning Support Grant Program Funds

Motion: Councilmember Lua moved to approve Resolution No. 2021-01. A resolution Authorizing Application for and Receipt of, Local Government Planning Support Grant Program Funds. The motion was seconded by Mayor Pro Tem Flores and approved by the following votes: 5 Ayes

10. ADJOURN TO JOINT CITY COUNCIL AND SUCCESSOR AGENCY MEETING- 6:28 p.m.

11. Report and Recommendation: Consideration and approval of:


Motion: Mayor Hernandez moved to adopt Successor Agency Resolution No. 2021-01 approving the recognized obligation payment schedule 21-22 for the July 2021 through June 2022 period. Pursuant to Health and Safety Code Section 24177(J). The motion was seconded by Councilmember Lua and approved by the following votes: 5 Ayes

12. ADJOURN FROM JOINT CITY COUNCIL AND SUCCESSOR AGENCY MEETING -

13. RECONVENE TO CITY COUNCIL MEETING- 6:33 p.m.

14. CITY ATTORNEY’S REPORT – None

15. COUNCILMEMBER COMMUNICATIONS/ANNOUNCEMENTS/AGENDA ITEMS – None

16. ADJOURN MEETING –

Motion: Mayor Pro Tem Flores moved to adjourn the meeting at 6:34 p.m. The motion was seconded by Councilmember Lua and approved by the following votes: 5 Ayes
VOLUNTARY CITY COUNCIL MEETING ATTENDANCE SHEET

Date: **January 12, 2021**

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DATE: February 2, 2021

TO: Honorable Mayor and City Council of the City of San Joaquin

FROM: Elizabeth Nunez, City Manager

RE: PUBLIC HEARING FOR THE CONSIDERATION OF POTENTIAL PROGRAMS FOR INCLUSION IN THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CDBG-CV2/CV3) APPLICATION

RECOMMENDATION:
It is recommended as follows:

1) Open the public hearing and receive public comment regarding the Community Development Block Grant Coronavirus Aid, Relief and Economic Security Act (CDBG-CV2/CV3) program and possible activities and projects to be considered for funding under the upcoming Notice of Funding Availability (NOFA) process; and

2) Provide direction for staff to prepare an application and and
   a) Adopt Resolution Approving an Application for Funding and Authorizing City Manager’s Execution of a Grant Agreement and any Amendments and Related Documents Thereto from the 2020 Community Development Block Grant Program- Coronavirus Response Round 2 and 3 (Cdbg-Cv2 And Cv3) NOFA; and
   b) Adopt Resolution Approving an Amendment to the 2020 Community Development Block Grant Program-Coronavirus Response Round 1 (CDBG-CV1) Standard Agreement to add Additional Funds From the 2020 Community Development Block Grant Program-Coronavirus Response Round 2 and 3 NOFA dated December 18, 2020.

BACKGROUND:
On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The
California State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security funds for rounds 2 and 3 of these funds (i.e. CDBG-CV2 and CDBG-CV3). Eligible cities and counties may submit applications for CDBG-CV2/CV3 funds under the NOFA. The City has received a direct allocation of $239,372 to assist our community. A maximum of three (3) activities will be allowed under this application cycle, less any activities that were previously funded with CV-1. In our case, we used CV-1 funds towards a rental assistance program which is currently routing at HCD for an executed contract. HCD has made it clear that you are allowed to “add” money to your CV-1 activity with these dollars as well. Each activity must expend all funds within 24 months of the contract execution.

The CDBG-CV2/CV3 NOFA provides funding ONLY for the following activities:

1. Public facility improvements to increase capacity for healthcare facilities and improve public facility safety;
2. Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation;
3. Economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19;
4. Public Service activities to respond to COVID-19 impacts;

In order to be considered eligible, a suggested project/activity must meet one or more of the three National Objectives listed in CDBG Federal Statutes:

- Benefit to low- and moderate-income persons;
- Prevention or elimination of slums and blight; or
- Meeting an urgent community need which pose an immediate threat to the health and welfare of the community (State designates when the “urgent need” objective is allowed for a NOFA).

The benefit to low- and moderate-income persons is the most predominately used National Objective. In order to benefit low- or moderate-income persons, the activity must either benefit an area that is comprised of at least 51% low- or moderate-income households, or the program benefits individually qualified households (i.e., each participating household is income certified).

**DISCUSSION:**
City staff has reviewed the program information and currently in the process of vetting each activity and determining which service providers may be available to provide these services. In order to meet application deadlines, the City is asking the Council to approve
up to 3 activities, which will allow for the greatest amount of flexibility moving forward. Staff is recommending the following activities for funding:

- Economic Development, Business Assistance Grants
- Food Bank / Hot Meal Program
- Rental / Utility Assistance Program

Upon direction from Council, staff will work with Adams Ashby Group to complete and submit the required documents for the application, including agreements with service providers.

**COST ANALYSIS:**
It is estimated that the City will be eligible to receive up to $239,372 based on a formula provided by HCD in the NOFA. The funds are 100% grant to the City.

**ATTACHMENT:**
Resolution x 2
RESOLUTION NO. 2021-02

A RESOLUTION APPROVING AN AMENDMENT TO THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) STANDARD AGREEMENT TO ADD ADDITIONAL FUNDS FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 2 AND 3 NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the City Council of the City of San Joaquin as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California ("State") of application(s) to add additional funding to the City's existing CDBG-CV1 Standard Agreement with the State ("Standard Agreement") for the following new CDBG-CV2 and CV3 activities pursuant to the State’s December 2020 CDBG-CV2 and 3 Notice of Funding Availability ("NOFA"):

*Totals below include General Administration and Activity Delivery

**Current CDBG-CV1 Activities**

- Public Service- Rental Assistance Program: $65,781

**Amount of New CDBG-CV2 and 3 Funds to Be Added to Activities**

- Public Service- Rental Assistance Program: $99,372

**Total Amount of All CDBG-CV Activities**

- Public Service- Rental Assistance Program: $165,153

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed $0.00 for the new CDBG-CV2 and CV3 activities described in Section 1 above.

SECTION 3:
The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s) for the new CDBG-CV2 and CV-3 activities described in Section 1 above.

SECTION 4:

The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City’s behalf in all matters pertaining to all such applications.

SECTION 5:

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager, or designee, is authorized to enter into, execute and deliver an amendment to the Standard Agreement and any and all other documentation why may be required by the State from time to time for the purposes of this grant.

SECTION 6:

If an amendment to the Standard Agreement is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

Passed and adopted this 2nd day of February 2021 by the following Votes:

AYES:
NOES:
ABSTAIN:
ABSENT:

Julia Hernandez, Mayor

ATTEST:

I hereby certify that the forgoing resolution was adopted at a regular meeting of the City of San Joaquin held on February 2, 2021.
RESOLUTION NO. 2021-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN
APPROVING AN APPLICATION FOR FUNDING AND AUTHORIZING
CITY MANAGER'S EXECUTION OF A GRANT AGREEMENT AND ANY
AMENDMENTS AND RELATED DOCUMENTS THERETO FROM THE 2020
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-
CORONAVIRUS RESPONSE ROUND 2 and 3 (CDBG-CV2 and CV3) NOFA
DATED DECEMBER 18, 2020

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as “HCD”) issued a Notice of Funding Availability (“NOFA”) on December 18, 2020.

WHEREAS, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CDBG -CV2&3 program, subject to the terms and conditions of the statute and the CDBG-CV2&3 Program Regulations; and

WHEREAS, a duly noticed public hearing was held by the City Council on February 2, 2021.

NOW, THEREFORE, the City Council of the City of San Joaquin resolves as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of $239,372 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

*Totals below include General Administration and Activity Delivery

<table>
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<th>Service Description</th>
<th>Amount</th>
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<tr>
<td>Public Service- Food Bank / Food Distribution</td>
<td>up to $ 25,000</td>
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<tr>
<td>Economic Development- Business Assistance Program</td>
<td>up to $ 115,000</td>
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SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed $0.00 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).
SECTION 4:

The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City’s behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager, or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

SECTION 7:

This resolution shall be effective upon adoption by the City Council.

Passed and adopted this 2nd day of February 2021 by the following Votes:

AYES:
NOES:
ABSTAIN:
ABSENT:

Julia Hernandez, Mayor

ATTEST:

I hereby certify that the forgoing resolution was adopted at a regular meeting of the City of San Joaquin held on February 2, 2021.

Lupe Estrada, City Clerk
STAFF REPORT TO COUNCIL

January 29, 2021

TO: Mayor and Council

FROM: Elizabeth Nunez, City Manager

SUBJECT: Approval of New City Logo

Executive Summary
For consideration and approval of City Council are the updated City logos that if approved would permanently replace the existing logo. These logos were designed in honor of the recent Centennial of the City to be used for Centennial festivities. However, at this time staff request that City Council adopt the logos as official City logos. All City operational and promotional items would be updated to include the new logo.

It is requested of City Council to permanently adopt the following Centennial Logos as official City Logos.

![City Logos]

Additionally, it is requested for the City Council to approve temporary continued use of the following logo for any Centennial related events that may still occur in the future. Due to COVID-19 all Centennial festivities were suspended and a celebration for the community still remains pending when it is safe to do so.

![Celebrating 100 Years!]

Recommendation: Approve the permanent replacement of the existing logo with the two logos as described above and temporarily approve the continued use of the single logo as described above for any future Centennial events.
STAFF REPORT TO COUNCIL

February 2, 2021

TO: Mayor and Council

FROM: Matt Flood, Assistant City Manager/Finance Officer

SUBJECT: Council Consideration to Approve Contract with JIT Outsource for General IT Services and authorizing City Manager to execute.

Executive Summary

Staff is requesting Council authorize the City Manager to sign a contract with JIT Outsource to provide computer-related maintenance services.

Background

The contract with the previous provider of the City of San Joaquin’s IT services had expired and the City was working with them on a month-to-month basis. Recently, the company notified staff that they are no longer providing services based on an hourly rate and will only do a high monthly cost. Due to the City’s small staffing levels and low-maintenance profile, a monthly agreement would be a significantly higher cost with little to no gain in the quantity of services received.

Staff released a Request for Proposals (RFP, attached), posting it on the City website and sending it to contractors that had expressed interest in receiving such proposals in the past, and received responses from seven companies. Staff then evaluated the responses and determined that JIT Outsource provided the best combination of price and quality of services.

Based on the proposals received, staff is seeking council’s permission for the City Manager to execute a contract with JIT Outsource, which is attached for Council’s review. JIT Outsource is based in Fresno and was the only respondent to offer all of the services requested in the RFP. They service a number of businesses and agencies, including Fresno COG.

The contract attached proposes a service term of one year, with options to extend it year-to-year.

Recommendation

Staff recommends Council adopt Resolution 2021-04 approving contract with JIT Outsource for IT Services and equipment and authorizing City Manager to execute.
City of San Joaquin

Request for Proposals for General IT Services

Release Date: January 12, 2021

Due Date for Proposals: January 22, 2021 by 4:30pm
Purpose
The purpose for this Request for Proposals (RFP) is to provide General Services to meet the
Information Technology needs of the City of San Joaquin at an hourly rate.

Background
The City of San Joaquin (City) requests proposals to provide hourly comprehensive services to
maintain and repair all applicable technology equipment within the City of San Joaquin, and
infrequent requests to consult and perform purchase of new equipment.

Due to its small size, the City requires a firm that can provide services on more of an as-needed
basis.

RFP Timeline:

January 12, 2021
RFP's available to vendors, posted on City website.

January 22, 2021, 4:30pm
Deadline for RFP submission

Selection will be made and notification will be provided by January 29, 2021

General Bidding Instructions and Conditions

1. Bidders must be prepared to provide an hourly rate or rates to encompass the different IT
services the City may need. These rates will serve as a basis for scoring the proposals received
and for negotiation of a final contract to be approved by the City Council.

2. However, respondents can choose to respond with a proposal they feel is acceptable,
whether it is on an hourly basis or not.

3. Bidders are solely responsible for all costs incurred in the preparation of responses to this
RFP.

4. To be considered for this project, vendors must submit proposals electronically to
matthewf@cityofsanjoaquin.org prior to 4:30pm on January 22, 2021. The City may reject any
proposals received after the deadline.

5. Certification of Non-Collusion: The bidder, by offering their signature to this proposal,
agrees to the following: “Bidder certifies that this bid is made without any previous understanding, agreement, or connection with any person or firm, or corporation making a proposal for the same items, and is in all respects fair without outside control, collusion, fraud or otherwise illegal action.”

6. Reservation for Rejection and Awards: The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids on the requested materials. The City also reserves the right to award the contract on such material the City deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interests of the City unless otherwise stated. The City also reserves the right to waive minor variations to specifications.

7. All bidders must furnish a contract price for any services offered. In the event of conflict between prices offered, such as the specified service falling under more than one type of fee, the lower of the two prices will be used to determine the successful bidder.

8. Payment: All invoices shall be submitted to the City of San Joaquin PO Box 758, San Joaquin, CA 93660.

9. Failure to comply in any manner with applicable statutes, ordinances, or codes shall result in said contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said statutes, ordinances and codes together with any costs associated with collection of said damages. If any building permits are needed, they must be acquired by the rewarded company.

10. If any bidder is in doubt as to the meaning of any part of the information provided in this Request for Proposals, they may submit a written request for interpretation to Matt Flood, Assistant City Manager via email: matthewf@cityofsanjaquin.org.

Evaluation Criteria
If an award is made as a result of this RFP, it will be based on the proposal that best meets the communication needs of the City of San Joaquin. Responses to this RFP will be evaluated based on, but not limited to, the following factors:

- Cost
- Functionality to meet needs
- History of providing similar services to other like cities
- Ease of access to provider
- Service and support resources
Proposal Content

Proposals should include the following items:

- Vendor Overview
- Vendor Qualifications
- Vendor Experience with other cities
- Vendor References
- Responses to Required Questions

Products and Services to be Provided

The services for which the City of San Joaquin will need an hourly contractor are represented by (but not limited to) the following:

- Virtual CIO, Systems and Network Assessments
- 24/7 Remote Monitoring and Reporting
- Customer Service Line available at least during Business Hours
- Network Support – Routers, Firewalls, Switches, Wireless Solutions
- Remote and Onsite remediation
- PC and other Office Technology support
- Software support
- Server support (Both VM and Physical)
- Hardware and Software Sales support
- IT consulting
- Anti-Virus protection and outbreak remediation
- Disaster Recovery/Backup Services including offsite storage.
- Email support; including hosting options, when needed.
- Website hosting, maintenance, and updating

Vendor Questions

Vendors are required to respond to the following about their business:

1. The name and location of your business, as well as the number of years this business has existed.

2. Basic work history of key personnel.

3. How you plan to meet the needs of the City of San Joaquin, including regular maintenance as well as response protocol for urgent or emergency needs.
4. A brief history of work for like cities, if applicable

5. Explain why your business is the best fit for the City of San Joaquin.
RESOLUTION NO. 2021-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN APPROVING CONTRACT WITH JIT OUTSOURCE FOR IT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE.

WHEREAS, staff has solicited services for the purchase of IT services for the City of San Joaquin via a Request for Proposals (RFP);

WHEREAS, staff received seven responses, and determined that the respondent JIT Outsource qualified as the lowest acceptable bid, offering basic hourly IT services at $73.00 per hour, website maintenance, and other requested services as contained in the RFP.

THEREFORE, BE IT RESOLVED, by the City Council of the City of San Joaquin, that the proposals are accepted and it has been concluded that JIT Outsource is the winning bidder;

BE IT FURTHER RESOLVED, by the City Council does authorize the City Manager or designee to execute all documents necessary to finalize the agreement, including the contract, which is included herein.
The foregoing resolution was adopted at a special meeting of the City Council of the City of San Joaquin the 2nd day of February, 2021 and passed at said meeting with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________________
Julia Hernandez, Mayor

ATTEST:

____________________________
Lupe Estrada, City Clerk
This Managed Service Agreement is made and entered into effective as of the date signed below, by and between: CLIENT NAME, a professional business entity, hereafter called “Client,” and J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE, a professional technology services organization, hereafter called “J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE.” This Agreement becomes legally binding upon signature by both parties.

The Client 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. J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE hereby agrees and consents to be identified as the Client’s exclusive Technology Services Provider, in consideration of providing the services detailed herein, during the entire term of this Agreement.

Therefore, both Client and J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE in consideration of mutual conditions and covenants hereinafter described, do agree as follows:

Section 1: Term of Agreement
a. This Agreement shall remain in force for a period of twelve contiguous (12) months.
   i. Upon the annual anniversary date, this Agreement may be reviewed by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the annual and/or hourly fees paid for the services rendered under this Agreement, these will be negotiated and agreed to by the Client and J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE in advance and without exclusion.

b. Client agrees to allow J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE to assign, delegate, and subcontract services to third party competent contractors.

c. This Agreement shall renew for a subsequent twelve (12) month term beginning on the day immediately following the end of the Initial Term, unless either party gives the other, thirty (30) day’s prior written notice of its intent not to renew this Agreement.

d. During the first thirty (30) days of the Agreement, the Client is considered to be in “Onboarding” during which time J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE staff will only support CRITICAL and HIGH priority service requests (definitions of which are found in Appendix A), with the main goal being to plan and execute the Client’s “Onboarding Project” and to learn the Client’s network and work patterns.

e. Should the Client opt to pre-terminate this Agreement, such shall be done in congruence with the terms found in Section 8.

Section 2: Payment Schedule
a. Hourly fees for services rendered shall be billed in 15-minute increments as follows:
   $70.00 per hour - Web Design, Content Changes
   $73.00 per hour - Computer Support (not server, not network)
   $87.00 per hour - Server and Network Support
   $100.00 per hour - Virtual CIO Consulting
   $150.00 per hour - Website code changes, troubleshooting, functionality repair

   Travel time, if in-person service is required, shall be billed according to the hourly rate for the service rendered above. Services will be billed in arrears weekly on the 1st work day of the month, for the previous week’s services.

   Monthly fees are listed below, and only apply when the applicable ongoing service is provided. Fees exclude applicable taxes and are due by the fifth (5th) of each month.
   $3.57 per desktop/laptop - 24/7 Monitoring
   $6.12 per desktop/laptop - Antivirus
   $10.16 per server - 24/7 Monitoring
   $20.35 per server - Antivirus
   $50.00 per website - Secure Hosting
   $100.00 per server - Onsite Backup Appliance
$0.12 per 1GB - Offsite Cloud Backup
Fees listed above are subject to annual increases amounting to the greater of:

i. The previous year’s inflation rate increase according to the US Bureau of Labor Statistics’ Consumer Price Index.
ii. 5% over the previous year’s billing rate.

Further, any percentage increases in software costs to J. COLIN COMPUTING SYSTEMS INC., DBA JIT OUTSOURCE for monthly services provided shall result in an equal percentage increase in fees for ongoing Services, assessed at the time of the increase in cost.

b. The Client must submit payment NET 30 with a check, credit card, bank or cashier’s check, or Automated Clearing House (ACH):

[X] Directly to J. COLIN COMPUTING SYSTEMS INC., DBA JIT OUTSOURCE.

[ ] To its delegated payment receiver, Great America Financing.

Late Fees shall be assessed at the maximum allowable percentage rate, according to California law, on the owed balance.

c. Service may be suspended if full payment for services rendered is not received within 15 days following date due.

d. It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be quoted and billed as separate, individual Services. In any event, where a change to the monthly amount is mutually agreed upon between the Client and J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE, such shall be endorsed and documented with an Addendum, Rider or Amendment.

e. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE for the state of use.

Section 3: Service Coverage

Remote Help Desk and Vendor Management of Client’s Technology Network will be provided to the Client by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE through remote (controlled virtual access) means between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B.

a. Support and Escalation

J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE will respond to Client’s Service Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Service Tickets must be opened via:

1) Phone Call to the Main Office (Both During and After Office Hours, contact: 559-485-4335)
2) By E-Mail (Sending an email to: support@jitoutsourc.com from any internet connected device.)

Each service request will be assigned a Service Ticket number for tracking, which will serve as an ongoing repository of service requests either created by the Client or by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE as a part of ongoing network monitoring. In the event where a service request and an J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE resource is available, the Client may engage with J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE’s Chat Assist dialogue tool through their Client Portal. As the J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE resource may find necessary, a service ticket may be created to track or otherwise follow up with a Client-disclosed issue in accordance with the Service Level Agreement (SLA) timeframes and expectations.

All tickets submitted will receive three contact attempts by a J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE representative to the ticket contact, to gain clarity on the details of the request or to gain permission to begin working on the issue. If no response is
given to these contact attempts, the ticket will be closed and marked “NO END USER CONTACT | Attempted Outreach - No Call Back” and the ticket will not count toward overall SLA numbers.

b. **Service outside Normal Working Hours**
Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

c. **Actual Liability Limitations**
In no event shall J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE be held liable for indirect, special, incidental or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement.

d. **Service Operations Disclaimer**
Client grants J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE authorization to view any data within the regular routine of the repair or system improvement. Client also authorizes J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE 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.

**Section 4: Monitor and RemEDIATE Services**

a. **Support for Hardware and Software**
J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE shall provide support for and facilitate warranty replacement of all hardware and systems specified in Appendix B, provided that all hardware and software is genuine, currently licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them. Hourly charges according to the rate card listed in Section 2 of this Agreement shall apply whether hardware or software is in-warranty or supported, and best effort shall be provided.

b. **Monitoring Services Provided Under This Agreement**
J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE shall first obtain Client’s permission, before making every attempt to rectify the condition in a timely manner through remote means.

**Section 5: Network Suitability Requirements**

a. **Requisite Network Standards for J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE Support Qualification**
In order for Client’s existing environment to qualify for J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE’s Managed Services, the following requirements must be continually met:

i. All Servers, Desktops and Computer equipment in the Client Network, must be manufacturer supported.

ii. All Computers and Network equipment must have Licensed Software and be supported by its manufacturer.

iii. All Wireless data traffic in the environment must be securely encrypted, without exception.

b. **Hardware Equipment Agreement**

i. Client agrees that all equipment provided by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE for the purposes of delivering one Managed Service or another (including, but not limited to Backup and Disaster Recovery or Security Services) will remain sole property of J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE which retains a 100%
security interest. Client will not attempt to sell, resale, tamper, troubleshoot, repair, move, add, etc. to this equipment without written permission of J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE. Should this contract be terminated by either party, Client agrees to return the property listed in Proposal, or after acquired, to J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE within 10 days after the final cancellation date.

II. Client further acknowledges and gives permission to J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE to take possession of equipment listed in Proposal from location listed in event of contract termination after 10 day grace period, and agrees to compensate J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE for expenses accrued during the recovery in addition to all amount owing under the balance of the agreement.

III. Client agrees and understands that J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE Equipment is to be maintained completely by J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE, without exclusion. Any tampering, repair attempt or service completed by another party on the equipment listed in Proposal will be identified by J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE as a material breach of security, where the Client will fully breach a material term of this Agreement.

c. Loss Payee Requirement

i. Client agrees to make all logical and earnest attempts to keep equipment safe, secure and protected while in their possession. Client agrees to keep current Insurance on J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE supplied equipment while in their possession and list J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE as an additional loss payee. Client will provide proof thereof to J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE that it (J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE) is listed as an additional loss payee, providing a current copy of its Insurance declaration sheet showing J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE as a loss payee specifically for mobile equipment coverage (servers or other specific hardware). Client further agrees to be responsible for any and all costs for the repair or replacement of J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE supplied equipment while in their possession should it be damaged or repaired by an unauthorized third party.

d. Client Default

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

Section 6: Services Not Included

a. As the nature of this Managed Service Agreement is unique and specific to your network Infrastructure, it is imperative that a delineation is made between what is included and what is excluded under this Agreement. The following are listed as exclusions to this Agreement:

i. Any item that is not listed exclusively in Appendix B or added later via written Addendum or Rider.
ii. Any training or education of any kind.
iii. Any physical repair to a mobile communications device, (cell phone, tablet, et.al.)
iv. Any physical printer maintenance or repair including maintenance kits, toner, ink, paper or any consumables thereto.

b. In any event where J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE will add to the list of items excluded under this Agreement, such shall be done at sole discretion of J. COLIN COMPUTING SYSTEMS, INC. DBA J IT OUTSOURCE and the Client will be notified in writing in advance of any changes hereto.
Section 7: Confidentiality of Service

a. J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best efforts to protect against unauthorized use.

b. In order to fulfill J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE’s duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE and not released to other third parties; without exclusion or stipulation.

c. Upon the mutual agreement of J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE and the Client, including payment of all sums due to J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE, passwords and other administrative codes will be released to the Client’s designee or others at the Client’s written direction.

Section 8: Pre-Termination Cancellation Terms

a. This Agreement may be terminated by the Client upon thirty (30) days written notice if J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE:

   I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.

   II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

   III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

b. Client agrees that J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE reserves the sole right to cancel this agreement at any time, with thirty (30) days advance written notification.

c. If the Client chooses to pre-terminate this Agreement, J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE will assist the Client with the orderly termination of services, including timely transfer of the services to another designated provider, under the following stipulations:

   I. Client agrees that the thirty (30) days advance notice required shall be used for a period of “offboarding,” during which:

      I. All end-user support shall cease immediately upon notice of termination.

      II. All property and software and software licensing solely owned or curated by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE under this agreement shall be removed from client’s premises on a schedule to be determined by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE, but not later than 30 days following notice of termination.

   II. Client agrees to pay J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.

   III. Client agrees to pay an Early Termination Fee to J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE, under the following criteria:

      I. If pre-termination is requested by the Client, it shall be done solely upon all remedies provided to J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE in Section 8 of this Agreement having been exhausted, first.

      II. Should all remedies provided to J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE under Section 8 of this Agreement having been exhausted, J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE will derive an Early Termination Fee, based upon the following percentages: Termination within Month 0 to 9: Equal to 50% of Remaining Agreement Value and Termination within Month 10-12: Equal to 25% of Remaining Agreement Value.
iii. Client will be sent an Early Termination Quotation, for approval and signature -- wherein if executed, payment shall be immediately necessary in order to ensure a timely transfer of services to another credible provider.

e. Client acknowledges that in the event of pre-termination, J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE shall use any and all remedies under the law, to protect any equipment or intellectual property provided in this Agreement.

Section 9: Service Conduct Definitions

a. J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE at times, may send its employees as authorized agents to the Client’s site or service location, during the term of this Agreement. The Client in no way, may solicit, inquire or otherwise make an arrangement of employment, contract or covenant, either direct or indirect, with an employee of J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE, during this Agreement and surviving for a period of three (3) years after an employee is employed by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE.

I. In the event of a breach of this clause, J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE will be entitled to punitive damages, including but not limited to the full face value of his agreement, and 1 year’s annual salary of the employee solicited, and may cancel all service agreements with the Client, by virtue of a breach hereto.

b. The Client acknowledges that during the term of this Agreement, no subsidiary Technology Service Provider, contractor or individual human resource, either by invitation or by solicitation, may be allowed to investigate, scope or diagnose the Client’s Technology Network, in part or in whole, unless:

I. In any event, where a legal entity or other Technology Service Provider has been solicited to investigate the Client’s Technology Network, or any supported device thereto, the Client must immediately notify and request the assistance of J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE to comply with an external request. J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE may request documentation, including subpoenas or legal service notifications, to assert the nature of the network investigation, or by general request of the Client’s authorized representative, to ensure that the proper access is provided and scheduled for compliance.

Section 10: Jurisdiction and Venue of Enforcement

a. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. Jurisdiction and venue shall exclusively lie in the County of Fresno, City of Fresno. It constitutes the primary Agreement between Client and J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE for the services outlined herein. This Agreement can be modified by a signed written Addendum by both parties.

b. If any collection action, litigated or otherwise, is necessary to enforce the terms of this agreement, J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE shall be entitled to reasonable attorneys’ fees and costs in addition to any other relief to which it may be entitled.

c. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

d. J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God, natural disasters designating a commercially identified Force Majeure event.

Section 11: Acceptance of Terms and Conditions

This Service Agreement covers those services and equipment listed in all Appendices, or as modified with an Addendum or Amendment which may result in an adjustment to the Client’s monthly charges. Should the Client wish to acquire additional equipment or services and wants J.
COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE to provide service, prior approval from J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE must be obtained and endorsed exclusively.

The undersigned, for value received and hereafter valued, hereby unconditionally guarantee(s) to J. COLIN COMPUTING SYSTEMS, INC., a California corporation, DBA JIT OUTSOURCE, full payment of all sums due and owing, pursuant to the terms indicated.

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

Accepted by:

_________________________________________  ______________________________________  _______
Authorized Signature                  Client                           Date

_________________________________________  ______________________________________  _______
Authorized Signature                  J. COLIN COMPUTING SYSTEMS, INC.                           Date
Managed Service Agreement: Appendix A

Client Expectation for Response and Resolutions by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE

The following schedule shows the Targeted Times for Response and Resolution by J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE

<table>
<thead>
<tr>
<th>Description of Trouble Situation:</th>
<th>Priority Status</th>
<th>First Response</th>
<th>Resolution Plan</th>
<th>Escalation Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIORITY = CRITICAL</td>
<td>As Needed</td>
<td>Within 30 minutes</td>
<td>1 hour</td>
<td>2 hours</td>
</tr>
<tr>
<td>Service not available (All users and functions unavailable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRIORITY = HIGH</td>
<td>As Needed</td>
<td>Within 1 hour</td>
<td>2 hours</td>
<td>8 hours</td>
</tr>
<tr>
<td>Significant degradation of service (large number of users or business critical functions affected)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRIORITY = MEDIUM</td>
<td>Ongoing</td>
<td>Within 2 hours</td>
<td>4 hours</td>
<td>16 hours</td>
</tr>
<tr>
<td>Limited degradation of service (limited number of users or functions affected, business process can continue)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRIORITY = STANDARD</td>
<td>Ongoing</td>
<td>Within 48 hours</td>
<td>24 hours</td>
<td>48 hours</td>
</tr>
<tr>
<td>Small service degradation (business process can continue, one user affected)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Understanding the Support Tiers at J. COLIN COMPUTING SYSTEMS, INC. DBA JIT OUTSOURCE

The following schedule details and outlines the Support Tiers which serve this Managed Service Agreement:

<table>
<thead>
<tr>
<th>Tier Level:</th>
<th>Description of Action within Tier Level:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1 Support</td>
<td>All support incidents begin in Tier 1, where the initial trouble ticket is created; the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.</td>
</tr>
<tr>
<td>Tier 2 Support</td>
<td>All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.</td>
</tr>
<tr>
<td>Tier 3 Support</td>
<td>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.</td>
</tr>
</tbody>
</table>
Managed Service Agreement: Appendix B

### Covered Equipment under this Agreement

<table>
<thead>
<tr>
<th>Description of Equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managed Desktops/Laptops:</td>
<td></td>
</tr>
<tr>
<td>Managed Networks:</td>
<td></td>
</tr>
<tr>
<td>Managed Servers:</td>
<td></td>
</tr>
<tr>
<td>Managed Firewalls:</td>
<td></td>
</tr>
<tr>
<td>Managed Domains:</td>
<td></td>
</tr>
<tr>
<td>Managed SSL Certifications:</td>
<td></td>
</tr>
<tr>
<td>Managed Mobile Telephones:</td>
<td></td>
</tr>
<tr>
<td>Managed Backup Disaster &amp; Recovery Units:</td>
<td></td>
</tr>
<tr>
<td>Hosted Email Service:</td>
<td></td>
</tr>
<tr>
<td>Managed Telephone System:</td>
<td></td>
</tr>
</tbody>
</table>

### IN-SCOPE SERVICES (check as appropriate)

- [ ] Disaster Recovery and Backup Services
- [ ] Security Services
- [ ] Desktop Services
- [ ] Network Services
- [ ] File Sync and Sharing
- [ ] Mobile Device Management
- [ ] Emergency Services

### OUT-OF-SCOPE SERVICES

Out-of-scope services may be available as additional modules and may be made part of this agreement through separate addendum or rider. Out-of-scope services, such as found in Appendix A, include, but are not limited to:

- Emergency response support to non-emergency issues
- After 5pm, Saturday, Sunday Onsite Support (unless server down)
- Backup and Disaster Recovery and restoration of lost data
- File Sync and Sharing
- SPAM Filtering
- Content Filtering
- Mobile Device Management
- Web Hosting and Maintenance
- VoIP Phone System Management
- Network Drawings and Robust Documentation
- Network Migration

### QUALIFIED EMERGENCY SERVICE EVENTS

Requires subscription to "Emergency Service" as described in separate rider.

- [ ] Subscribed    - [ ] Not Subscribed
Backup & Disaster Recovery Rider

This Rider is a supplement to the existing Managed Services Agreement (MSA) between J. Colin Computing Systems, Inc. DBA JIT Outsource ("Company"), at 821 N. Van Ness Ave, Fresno CA 93728 and you ______________________ ("Client"), at <Address> _______________________________ and expires on the same date and time as the original MSA.

BY SIGNING THIS AGREEMENT AND USING COMPANY’S SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT,

You agree you shall use the Company’s services only for lawful purposes. This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purpose other than to evaluate the requirements herein.

Scope of Agreement

JIT Outsource (Company) offers the only complete cohesive Backup and Disaster Recovery Solution (BDR) designed to backup multiple Microsoft Windows Servers. This solution will replace management intensive, error-prone tape backups while providing much more. It’s completely automatic. In fact, you may even forget it is working. Most businesses put their lives on the line every night and don’t realize it. With businesses depending more and more on the data stored in their servers, proper backups with data being moves off-site is becoming much more critical.

The total BDR Solution is fully monitored and managed 24x7 by our Network Operations Center. We perform daily verification tests to verify the integrity of the data. In the event of server failure, we can have your organization up and running in as quickly as 2 hours. In the case of catastrophe, you will have a fully functional server within 48 hours, on the weekdays and within 96 hours if the event occurs on a weekend.

1. Services Provided

   a. An on-site Backup and Disaster Recovery (BDR) unit that acts as a local storage device and stand-by server in the event of server failure. Client may elect to retain ownership of appropriate hardware to host the required BDR software and provide said hardware at its sole expense.
   b. Incremental backups done on the BDR at the frequency you select.
   c. Secure Remote (Off-site) Storage provided at a hardened Data Center.
   d. Day to day data restoration of files, file folders, e-mails or email stores.
   e. Full recovery of data with the previous day’s data being the most current information provided from the off-site data center in the event of total catastrophe, where the server and BDR on site are lost.
   f. Full management of the BDR and remote storage.

2. Security

   a. Data is encrypted before it leaves your servers with an encryption key that only we have. The data is then encrypted again for its transit over the Internet. Files are then stored, in encrypted form, on multiple servers in high security facilities.
   b. Each file is encrypted using 256-bit AES encryption technology. 256AES Encrypted data cannot be read without the corresponding keys, so encrypted data cannot be misused, even if it’s stolen.
c. In addition, our software communicates with the remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it’s being sent over the internet.

d. Your data is never hosted at the remote Data Center. This is done because we do not want anyone to have access to the data, for security purposes.

3. File compression

Before files are encrypted they are compressed on the BDR using state-of-the-art compression technology. This compression ensures that the time it takes to do backups is shorter and because each file is significantly smaller, less storage space is used on the remote servers.

4. Backup Frequency

Our service can protect your data as frequently as every 60 minutes, every day. This provides hundreds of additional backup copies vs. tape backup allowing multiple restore points to recover the most current version of your data just prior to the data loss event. Off-site backup frequencies will be dependent on image sizes and internet bandwidth available.

5. Smart Data Transport

Data transmission can easily be configured to minimize bandwidth consumption. Our BDR leverages Adaptive Bandwidth Throttling, which allows us to set a limit on outbound bandwidth used. (E.g. assuming a 768Kpbs outbound connection, adaptive bandwidth throttling can be set with a maximum at 512Kpbs). We can therefore exercise fine control over the data imaging and transmission processes.

6. Remote Storage provided at a local high availability Data Center.

   a. Highly redundant storage with backup images stored at the data centers on a SAN at the primary facility, then replicated to the secondary facility.
   b. Connectivity provided by multiple providers with automatic failover capabilities.
   c. Full physical security at each facility including security cameras, and coded access.
   d. Network is secured with high-end redundant, automatic failover firewalls.
   e. Fire suppression and environmental control provided.
   f. Automatic backup power provided by on-site generators.

7. Retention Periods:

On the local Backup and Disaster Recovery (BDR) unit:

   a. Base Image
   b. Monthly synthetics (for last calendar month)
   c. Weekly synthetics (for last 4 weeks)
   d. Daily synthetics (for last 14 days)
   e. Intra-day incremamentals (for last 2 days)

At the remote storage facility:

   a. Current Image: one daily backup is sent offsite depending on the bandwidth availability.
b. Archiving: 14 Days

8. Remote Storage and Base Remote Backup Image Creation

   a. Your data is stored (in encrypted form) in a secure online data backup center.
   b. The BASE IMAGE will be sent via internet to the primary remote storage facility. There is generally a one-week turnaround time required for this base image transfer to occur. Incremental backups will occur in the meantime and they will collapse into the base image when the transfer is complete.

9. Minimum Remote Storage Requirements

   a. Remote storage is provided in increments of 1 GB. There is a minimum storage requirement of 100 GB tied to this Agreement. Remote storage is tracked on a monthly basis, based on the daily average of the data on the servers being backed up.

10. Routine retrieval testing.

   a. The integrity of backups is checked as they occur and are tested for recovery on a quarterly basis.

11. Recovery Time Objective (RTO)

   a. The Company will log all retrieval activities from the Client.
   b. The Company will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24 hours of the first request. We can restore a file, file folder, email or an entire mailbox as needed. Please call our help desk for assistance.
   c. In a disaster, where you should lose your entire office, we will have a new BDR imaged, with the most current backup information—which is usually the previous day’s data. It will be shipped out via next-business day air transportation to a location of your choice. When the BDR arrives, it is ready to be used as a virtual server. There is an additional cost for this service.
   d. The BDR can also be used to perform a bare metal restore to dissimilar hardware which means that when a new server arrives, the BDR can be used to restore the most current data to that new server regardless of the server hardware.

12. Ownership of the Data

The backup data being stored on the BDR and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, the Company will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive which can be synchronized with the data on the BDR. The Client agrees to pay Company the actual costs of rendering such assistance.

13. Term of Agreement

This Agreement is effective upon the date signed and is a supplement to the existing Managed Services Agreement (MSA) you and the Company. This Agreement expires on the same date and time as the original MSA.

   a. This Agreement may be terminated by either Party upon sixty (60) days’ written notice if the other Party:
i. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days’ of receipt of such written notice.

ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days’ of receipt of such written notice.

iii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

b. If either party terminates this Agreement, Company will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Company the actual costs of rendering such assistance.

14. Fees and Payment Schedule

a. A Start Up fee is not required to set up the Backup and Disaster Recovery device, configure the back up and send the base image off site.

b. Fees will be according to the schedule below. This includes a full warranty of the BDR, and management of the backup.

c. If a frequent local backup, a stand-by server and off-site remote storage to our data centers is desired, fees will be:
   i. $100.00 per month per server, plus
   ii. $0.12 per month per 1 GB remote storage; minimum of 100GB

d. The Client is invoiced on a monthly basis, and is subject to the invoicing terms of the original MSA.

e. In the event of a catastrophe, fees for the “Disaster Recovery Service” will be $4500.00 plus all applicable freight and shipment costs to deliver a new BDR that will contain the most current data loaded at the Data Center. Additionally, any service required to provide access to that data is included. The fees noted in 14 a, b and c will remain in effect and cover the costs associated with the new BDR.

f. The backup data being stored on the BDR and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, Company will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive. Client agrees to pay Company the actual costs of rendering such assistance.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services. Said services may fall within the scope of other Agreements.

15. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Company for the state of use.

16. Limitation of Liability

In no event shall Company be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

17. Indemnification

The Client shall at all times indemnify and save the Company harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which The Client may be subjected by reason of any act or omission of the Company, its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to property of The
Client or others. This indemnity shall not extend to any claims, damages, losses and expenses which are due to the sole negligence of the Company.

18. Excluded Services

Service rendered under this Agreement does not include:

a. The BDR hardware replacement cost and the cost associated with hardware replacement due to damage, theft or destruction.

b. Backing up of local data that may reside on desktop and laptop machines. This agreement encompasses Windows Servers only.


This agreement is designed to cover the support needs of The Client during normal operating conditions. The Company shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of either party.

Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either party fall outside the terms of this agreement.

20. Loaned Equipment

The Client agrees that the BDR unit utilized by the Company, in the execution of this service shall remain the property of the Company, and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of the Company upon termination of this agreement. If the BDR unit is stolen, damaged or destroyed, the client must pay $4500.00 plus all applicable freight and shipment costs to deliver a new BDR.

21. Confidentiality

Neither party shall disclose any proprietary or confidential information obtained from the other unless so directed by a court of law or government authority. The Client agrees not to disclose rate(s), term(s), or any information regarding this Agreement without the prior written consent of the Company.

22. Equipment & Facilities

The Client agrees that the Company may utilize certain items of The Client's equipment and may gain access to certain The Client facilities. The Client retains title and ownership in all of The Client's equipment owned by The Client and utilized by the Company, and must grant authority for the Company to access The Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that the Company may be unable to perform their duties adequately and if such a situation should exist, the Company will be held harmless.

23. Passwords
The Company acknowledges that it must have access to any and all systems and resources to perform their duties under this agreement. As such, it must have access to any and all passwords. Bear in mind that the backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.

24. Warranty

a. The Company warrants that the work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business.

b. As long as the monthly fees are current, the BDR unit is fully warranted and no additional charges will be incurred for hardware failure. Firmware updates are also included.

c. The BDR units cannot be modified in any way or the warranty and the management agreements are voided. This includes adding software applications to the BDR itself, adding memory or hard drives.

d. BDR replacement parts will be shipped next business day air transportation and prepaid by Service Provider.

e. No other warranties exist, expressed or implied.

25. No Third Party Beneficiary

All of the provisions of this Agreement are solely for the benefit of the parties hereto, and none of the other provisions of this entire Agreement shall inure to the benefit of any person not a party to the Agreement, and third parties shall have no rights hereunder.

26. Entire Agreement

a. This Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter.

b. The Client and the Company agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Headings, titles, and paragraph captions are inserted in the Agreement for convenience, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

27. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of California. In the event of any dispute, claim, or controversy relating to or arising from this Contract, or any breach, threatened breach, or alleged breach thereof, the Parties hereby expressly waive and relinquish any and all right to a trial by jury on any issue, matter, claim, cause, or controversy pertaining thereto.

This Contract is executed under the laws of the State of California, United States of America, and the Parties hereto stipulate and avail themselves to the Jurisdiction of the California courts and venue in Fresno County, California, and that the laws of the State of California shall govern any controversy hereunder.

Signatures

By signing this Contract, the Parties hereto agree to all terms, conditions and covenants contained herein and that they are authorized to make such decisions for their respective organizations. The Parties acknowledge that this is a legally binding Contract and the Parties fully
acknowledge that they each have accepted this Contract of their own free will and that the signing of this document was not the result of coercion or duress and that both Parties sought and received, or had the opportunity to seek and receive, the advice of legal counsel, of their choice, prior to signing this Contract.

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

<table>
<thead>
<tr>
<th>Client Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
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<table>
<thead>
<tr>
<th>JIT Outsource Representative Signature (Company)</th>
<th>Date</th>
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<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
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Website Management and Hosting Rider

This Rider is a supplement to the existing Managed Services Agreement (MSA) between J. Colin Computing Systems, Inc. DBA JIT Outsource ("Company"), at 821 N. Van Ness Ave, Fresno CA 93728 and you __________________________ ("Client"), at <Address> __________________________ and expires on the same date and time as the original MSA.

Term of Agreement

This Agreement is effective upon the date signed and is a supplement to the existing Managed Services Agreement (MSA) you and the Company. This Agreement expires on the same date and time as the original MSA.

a. This Agreement may be terminated by either Party upon sixty (60) days' written notice if the other Party:

   i. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.

   ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

   iii. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.

b. If either party terminates this Agreement, Company will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Company the actual costs of rendering such assistance.

Fees and Payment Schedule

a. All fees for any services rendered shall be billed hourly according to the rate schedule below.

   i. $70.00 per hour - Web design, content changes
   ii. $150.00 per hour - Website code changes, troubleshooting, functionality repair
   iii. $50.00 monthly per website - Secure Hosting

b. The Client is invoiced on a monthly basis and is subject to the invoicing terms of the original MSA.

c. The website being hosted remains the sole property of the Client. If the Client chooses to terminate services, Company will assist Client in the orderly termination of services. This could involve copying the website data to an external or cloud drive. Client agrees to pay Company the actual costs of rendering such assistance.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, Individual Services. Said services may fall within the scope of other Agreements.

Single Point of Contact

To allow rapid approval and deployment of website changes, Client will provide a single point of contact, and will notify JIT Outsource of any changes to the single point of contact.

At the time of the contract, JIT Outsource and the Client will establish a single point of contact. All communication between JIT Outsource and the Client will be with the single point of contact for the Client. If the Client needs to change the point of contact it must be submitted in writing directly from the original point of contact or the President or Owner of the Client’s business. No work or changes will be done without written authorization from the appropriate contact(s).

Single point of contact is: X __________________________

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Timely Production of Deliverables
While we have the expertise in website development, coding, and presenting Client's digital identity in the best way with the widest reach possible, Client is the expert in Client's business, industry, and product or service. We may require Client’s time and information in order to complete Client's web design or SEO project in a timely manner. If we are unable to receive necessary files, photos, or approvals from Client, this contract will be null and subject to renegotiation if more than three months (90 calendar days) pass without communication or response from Client. Client’s deposit will not refundable (it is paying for work already completed) but can be applied to a future contract.

Website Design, Structure & Programming Changes
Any changes requested by the Client, including additional text, images, pages, forms, or multi-media content, after Client's site has been launched and has gone live to the public, are considered website updates and maintenance and are not part of the original design plan, and will be billed based on standard rates listed above. Client may request estimates for such additional site changes, updates or additional projects.

Original Artwork
Always provide JIT Outsource with original artwork. Do not resize, crop, or alter images in any way.

Scans and Digital Photographs
Always set scanners and cameras to the highest resolution possible. This will make larger images initially, but JIT Outsource will compress the images usually with better results while maintaining higher quality. We use industry standard formats when working with Images and documents. Original Adobe Photoshop or Illustrator files are preferred for all graphics work. Large format TIFF and EPS images are also accepted. Also accepted are JPG and GIF images. Client is responsible for obtaining reprint rights and model releases for any artwork or photographs provided to us. JIT Outsource is not liable for royalty claims on artwork provided by Client. JIT Outsource uses only the highest quality computers and software in the development of Client’s website. Development is done primarily on Windows computers.

Text Documents and Written Content
Proofread and spell check any documents provided to JIT Outsource. Any text provided to JIT Outsource must be in electronic format. Plain text files are preferred. We also accept Microsoft Word, Excel, and Adobe PDF documents. There may be charges if JIT Outsource has to go back to pages and correct typos made by Client or change content previously approved by Client. If it is an error made by JIT Outsource it will be corrected at no charge. Some typos or misspelled words may be used if it is a targeted high-value search term.

Social Media
When Social Media Management is part of the agreement, Client agrees to allow JIT Outsource access to social media accounts and/or provide a single point of contact who will be posting content as suggested and/or provided. Client will provide their own daily social media monitoring and responses, unless otherwise specified in the agreement.

Email List Management
When Email Marketing is part of the agreement, if Client does not have their own email marketing account, JIT Outsource will create one for them on MailChimp.com. Client will have access to and will retain ownership of all lists, emails, and other data created by and stored on MailChimp.com. JIT Outsource will require login rights and access to the MailChimp account in order to provide design and mailing management services.

Downtime - What to do if the website site is down
When hosting is part of this agreement, if the website is down due to a failure on the part of JIT Outsource or our services, JIT Outsource will credit the Client for each day the site is down at the Client's current hosting rate, only if the Client requests to receive a credit and the request must come within 7 days of the actual outage, and the outage must be on the part of JIT Outsource not on the side of the ISP. If the
site is down due to problems with the Clients ISP or internet connection such as their dialup service, DSL, broadband, T1, fiber or any other type connection, JIT Outsource is not responsible in anyway and not required to assist the Client in getting reconnected.

Images
It is up to the Client to obtain a proper license for all images on their site. JIT Outsource has a substantial library of images, but in many cases, we will use images for placement and it will be up to the Client to pay for the license. If a proper license is not obtained for each image, JIT Outsource is in no way responsible to pay any penalties. Original image ownership information will only be kept by JIT Outsource during the development of the site. Once the site is developed it is the responsibility of the Client to manage their proof of licenses.

Animation Changes
If the Client is having animated design work done of any kind, JIT Outsource will provide the Client with up to two design sessions within the first 30 days. The Client must complete changes and send revisions back JIT Outsource within 7 days after each session. All revisions must be within the capabilities of the JIT Outsource design and development team. After the second design session JIT Outsource will charge according to its Standard Rate Card. Animated design work is any motion element that has to be created using animation software or other animation/dynamic sliders etc.

Programming Changes
If the Client is having programming work done of any kind, JIT Outsource will charge according to its Standard Rate Card. Programming work is any work that has to be done using any programming tools, databases or languages such as perl, PHP, C, C++, ASP, Java, Javascript, CGI, SQL, MySQL, or any other programming language not mentioned here.

Timeline
Once JIT Outsource has published any work, for public viewing or not, the Client has 7 days to submit corrections or changes. Corrections (mistakes made by JIT Outsource) will be done at no charge.

Stoppage for Non-Payment
We will stop all work and discontinue all updates and hosting for non-payment by the 10th of each month.

Who Owns What
Client shall own all HTML files, and licenses to WordPress components (when used) shall be transferred to Client and will be provided by JIT Outsource upon demand to Client. All artwork created by JIT Outsource is the sole property of JIT Outsource. All web application work created by JIT Outsource is the sole property of JIT Outsource. JIT Outsource is not responsible for storing or keeping inventory of CD’s and disks belonging to Clients. Do not give JIT Outsource the only copy of anything. JIT Outsource is not responsible for materials belonging to Clients. Special arrangements can be made to allow JIT Outsource created artwork to be used for other purposes by the Clients as long as the Client is in good standing with JIT Outsource. If the Client is past due in payments, or if the relationship has ended, JIT Outsource has no responsibility to provide the Client with anything.

Internet Connection
The Client needs to have his or her own existing Internet connection and email account. JIT Outsource is not responsible for Client’s Internet connection or for Client’s email service.

Computer Hardware and Software
JIT Outsource does not provide support for third party computer hardware and/or software. If the Client uses any software package recommended by JIT Outsource, the Client will need to arrange his or her own installation and training. JIT Outsource uses Windows computers to develop graphics and websites. Currently, the Windows and Apple platform of these two products are similar, but there are
some interface and functionality differences. JTL Outsource does not guarantee or support any third-party hardware or software product. Client should obtain I.T. support services for hardware or software support.

PLEASE READ THIS SECTION OF THE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES REGARDING YOUR SECURE WEB HOSTING.

1. OVERVIEW

This Hosting Agreement (this “Agreement”) is entered into by and between J. Colin Computing Systems, Inc., a California Corporation ("J. Colin") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of J. Colin’s Hosting services (the “Services”) and represents the entire agreement between you and J. Colin concerning the subject matter hereof.

Your acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with our Universal Terms of Service Agreement, which is incorporated herein by this reference, and any other agreements or policies that are expressly incorporated herein.

The terms “we”, “us” or “our” shall refer to J. Colin. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

We may, in our sole and absolute discretion, change or modify this Agreement, any policies or agreements which are incorporated herein, and any limits or restrictions on the Services, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of the Services after such changes or modifications shall constitute your acceptance of this Agreement and any limitations to the Services as last revised. If you do not agree to be bound by this Agreement and any Service limitations as last revised, do not continue to use the Services. We may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your subscriber account information current. We assume no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

2. DESCRIPTION OF SERVICES

We offer varying plans of Hosting Services:

Cloud Server. If you purchase a Cloud Server, you will share a server cluster with other customers, but you will have full control over your server space and the complete configuration of your virtual instance on the server. You will have administrator (root) access and a dedicated IP address.

Web Hosting. If you purchase Web Hosting, your site is placed within one or more servers and resources are shared between many customers on the same server; however, your site is given a unique address (DNS).

Managed WordPress Hosting. If you purchase Managed WordPress Hosting, you get a streamlined and optimized experience to build and manage WordPress sites while we handle the basic hosting administrative tasks which include installing WordPress, automated daily backups, WordPress core updates and server-level caching.

Virtual Private Server (“VPS”). If you purchase VPS, you will share a server with other customers, but you will have full control over your server space and the complete configuration of your virtual instance on the server. You will have administrator (root) access and a dedicated IP address.
**Dedicated Server.** If you purchase a Dedicated Server, an entire server is reserved exclusively for your account and usage. You will have exclusive rights to your server’s bandwidth, memory, and storage space, and your server’s performance will not be affected by traffic and the usage patterns of other customers.

**Managed Hosting.** If you purchase Managed Hosting, you get all of the benefits of having your own VPS or Dedicated Server, but we will manage the server for you including setting up your control panel, patching cycles and back-ups.

**Hosting Migrations.** If you have your domain name registered with us and the web hosting associated with the domain is provided by a third-party, we may, at your request and in our sole discretion, attempt to assist you to move the web hosting for the domain name to us (“Hosting Migration”). Hosting Migrations are provided as a courtesy service, and we do not make any guarantee regarding the availability, possibility, or time required to complete a Hosting Migration. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make us unable to assist you in the transfer of data from a third-party host.

You are solely responsible for reviewing the functionality and accuracy of migrated content in its new location following a Hosting Migration. If you are satisfied with the data migration, you will need to update the DNS record for the domain name in order to publish the website in its new location. We will not perform website backups or archives in connection with a Hosting Migration, and we recommend that you back up your third-party hosted website before migration to ensure that no data is lost. You agree not to make any changes or revisions to your website during the migration process.

You agree that we are not liable for any delay in website resolution or loss of data related to your Hosting Migration. Hosting Migrations are not available for websites with over 10GB of data or more than 100,000 files.

We may install a plugin on your external WordPress site for the purpose of facilitating your WordPress migration into our own Managed WordPress hosting environment. This plugin will not change anything on your source site. Its purpose is to facilitate the Hosting Migration of your WordPress files. You are welcome to disable the plugin on your source site after the Hosting Migration has been completed.

**WordPress ("WP") Premium Support.** If you elect to use our WP Premium Support Services (either as a subscription or as a one-time Service), we reserve the right to charge any or all of the fees for such Services prior to the commencement of any work being performed. All services, both subscription and one time, will be listed as a “Best Effort Service.” Even after taking all reasonable steps, we may not be able to resolve certain issues. We are not responsible for and will not provide assistance with any issue(s) that arise beyond fourteen days of any use of WP Premium Support Services.

We may install a plugin on your hosted WordPress site for the purpose of facilitating your WP Premium Support Services. Its purpose is to facilitate the requested change and maintenance of your WordPress files. The plugin allows us to access, automate updates to core files, other plugins, themes, and other files related to the maintenance of your site.

**CloudFlare Services.** We use Cloudflare to protect access to, and stability of your website. Cloudflare is one of the world’s largest networks. In the early days of the Internet, when you wanted to load a website, your request would go from your computer to a server, which would then return the web page you requested. If too many requests came in at once, that server could be overwhelmed and crash, becoming unresponsive to anyone trying to access the resources it hosted. This made it difficult for owners of Internet properties to provide content that was fast, safe, and reliable. Cloudflare was created to ease these difficulties and empower users with the resources to make their sites, apps, and blogs safe and performant. This is done using a powerful edge network that provides content and other services as close to you as possible, so you get the information as fast as possible. Cloudflare put data centers in more than 200 cities all across the world to give you what you’re looking for quickly. Cloudflare also provides security by protecting Internet properties from malicious activity like DDoS attacks, malicious bots, and other nefarious Intrusions. Cloudflare allows us to run Javascript code on their powerful edge network, so that you can get as close to a user as possible. This eliminates delays and improves the experience for users. Cloudflare provides security and
performance for over 26 million Internet properties and offer great functionality such as SSL and content distribution to every website on their network. Services run silently in the background, keeping many of the websites and services you depend on up and running. Your Internet provider, and anyone else listening in on the Internet, can see every site you visit and every app you use — even if their content is encrypted. Cloudflare offers a free DNS service called 1.1.1.1 that you can use on any device. Cloudflare’s 1.1.1.1 protects your data from being analyzed or used for targeting you with ads. Cloudflare is an excellent tool, however, we reserve the right, in our sole discretion, to stop any Cloudflare use, at any time, for any reason or no reason, without prior notice.

Storage Capacity. The total amount of usable storage capacity for your particular Hosting Service(s) may differ from the represented capacity, as there is required space for the operating system(s), system file(s), and other supporting file(s).

3. LIMITATIONS; ACCOUNT TERMINATION

Migration of Servers. You acknowledge and agree that as a normal course of business, it may be necessary for us to migrate our servers. As a result, even if you have a dedicated IP, you may be assigned a different IP number. We do not warrant that you will be able to consistently maintain your given IP numbers.

Termination of Services. You acknowledge and agree that upon expiration or termination of your Services, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you in connection with Services, including pointing the domain name system ("DNS") for your domain name(s) away from our servers. Prior to termination of the Services, you are responsible for moving your website or server content off our servers. We will not transfer or FTP your website or server content to another provider. If you fail to move your website or server content off our servers prior to cancellation, then all such content will be deleted and we will not be able to provide a copy of such content.

Free Products Credits. Upon termination of the Services, all free products provided as part of the Services will be cancelled or revoked.

Notice Regarding Licensed Images on Migration or Export (where available). Subject to all other applicable licenses terms and conditions, images available and licensed for use are intended for J. Collin hosted customers only and are subject to the terms and conditions of third-party Intellectual property rights and licensing restrictions. To the extent you wish to export or migrate your hosted product or service to another service provider (if available as an option), it is solely your responsibility to ensure your continued right to use any images incorporated therein, and you acknowledge and agree that J. Collin does not warrant and shall have no responsibility for any claims resulting from your continued use after migration and/or termination (whichever occurs first).

4. YOUR OBLIGATIONS; REPRESENTATIONS AND WARRANTIES

Justification. You acknowledge and agree that we shall have the right to seek justification in connection with your use of the Services, specifically your purchase of IP addresses, and you shall be obligated to provide any and all information reasonably sought by us pursuant to such justification. In connection with such purchase, you acknowledge and agree that your name and justification may be disclosed to certain registries including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois database.

Abusive Activities and Other Threats. You acknowledge and agree that you may not use our servers and your website as a source, intermediary, reply to address, or destination address for mail bombs, internet packet flooding, packet corruption, denial of service, or other abusive activities that threaten the stability of our network or will damage the systems of, or cause a disruption of Internet services to, J. Collin, our customers, or third-parties. Server hacking or other perpetration of security breaches is prohibited and we reserve the right to remove sites containing information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited. We prohibit the use of software or scripts run on our servers that cause the server to load beyond a reasonable level, as determined by us. You agree that we reserve the right to remove your website temporarily or permanently from our servers if you are in violation of this Agreement and/or there are activities that threaten the stability of our network. You acknowledge and agree that all
websites associated with your hosting account may be removed if one website is in violation of this Agreement. You further acknowledge and agree that J. Collin reserves the right to scan your hosted account for malicious content (e.g., malware), and that, in the event any such content is discovered, it may be removed in J. Collin’s discretion for security purposes.

In addition to the General Rules of Conduct listed in our Universal Terms of Service, you agree not to engage in unacceptable use of the Services, which includes, without limitation, use of the Services to: (1) attempt to mislead any person as to the identity, source or origin of any communication; (2) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization; or (3) use your server as an “open relay” or for any of the above purposes.

We prohibit the running of a public recursive DNS service on any of our servers. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. We actively scan for the presence of public DNS services and reserve the right to remove any servers from the network that violate this restriction.

You acknowledge and agree that you shall not use Services in a manner, as determined by us in our sole and absolute discretion:

- To display or advertise pornographic, X-rated, sexually explicit, or otherwise tasteless materials, images, products or services (including, but not limited to: massage, dating, escort or prostitution services); or

- That uses pornographic, X-rated, sexually explicit keywords or images in video names, descriptions or listings.

Further, you are responsible for ensuring that any product posted for sale on your website is in compliance with all applicable laws and regulations where your items can be purchased. We reserve the right to remove the Services in the event that a particular item is illegal or otherwise prohibited and/or cancel your Services.

Storage and Security. You shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to your website or server content; (2) maintain independent archival and backup copies of your website or server content; and (3) ensure the security, confidentiality and integrity of all your website or server content transmitted through or stored on our servers.

Our servers are not an archive and we shall have no liability to you or any other person for loss, damage or destruction of any of your content. The Services are not intended to provide a PCI (Payment Card Industry) or HIPAA (Health Insurance Portability and Accountability Act) compliant environment and therefore should not be used or considered as one. You shall not use the Service in any way, in our sole discretion, that shall impair the functioning or operation of our services or equipment. Specifically by way of example and not as a limitation, you shall not use the Services as: (1) a repository or instrument for placing or storing archived files; and/or (2) placing or storing material that can be downloaded through other websites. You acknowledge and agree that we have the right to carry out a forensic examination in the event of a compromise to your server or account.

Website/Server Content. You shall be solely responsible for providing, updating, uploading and maintaining your website or server and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your website or server including, but not limited to, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. You acknowledge and agree that in the course of providing you with technical assistance, it may be necessary for our support staff to modify, alter or remove the content of your hosted product. Your website or server content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Services.

If access to a third-party hosting website is required in the provision of any Service, you represent and warrant that you are authorized to provide us with access to the third-party hosting account for the purposes of this Agreement. You agree that you retain sole contractual and any other legal or fiduciary responsibilities related to your third-party hosting account.
If you request that we install any Third Party Software (defined below) not provided as part of the Services, you represent and warrant that (1) you have the right to use and install the Third Party Software, (2) you have paid the applicable licensing fees for the Third Party Software, and (3) the Third Party Software does not and shall not infringe on the Intellectual property rights of any other person or entity.

5. PROVISIONS SPECIFIC TO WEB AND WORDPRESS HOSTING

Storage and Plan Limits. All Web Hosting and Wordpress Hosting plans, including the unlimited plans, are subject to a limit of no more than 250,000 anodes per account for Linux® hosting accounts or 500,000 files and folders per account for Windows® hosting accounts. The plans are also limited to no more than 1,000 tables per database and no more than one gigabyte of storage per database. Any account or database that exceeds these limits may be issued a network violation warning and will be required to reduce the number of anodes, files and folders, tables or gigabytes (as the case may be), or may be temporarily or permanently suspended, in our sole discretion. All Linux hosting plans are subject to the following limitations: no more than a) 25% of one CPU core; b) 512MB of RAM; c) 100 website connections; d) 100 active processes; e) 1 MB/s disk IO. In the event these limitations are exceeded, your site may slow down or not be served until more resources are added. More resources may be added for additional fees.

WordPress Hosting may only be used to host a WordPress website. Only a single WordPress installation is allowed per website. Any WordPress hosting account found to be hosting a non-WordPress website may be issued a network violation warning and will be required to remove the non-WordPress website, or may be temporarily or permanently suspended, in our sole discretion. Additionally, you may be required to purchase an appropriate hosting plan in order to host the non-WordPress site should you wish to continue hosting the non-WordPress site on our network.

Free Trial hosting credits are subject the following limitations: no more than a) 25% of one CPU core; b) 256MB of RAM; c) 10 website connections; d) 100 active processes; e) .5 MB/s disk IO; f) 50,000 Inodes; g) 1 GB disk space; h) 10 GB monthly bandwidth. In the event these limitations are exceeded, your site may slow down or not be served until more resources are added. More resources may be added by upgrading to a paid plan.

You acknowledge and agree that inbound UDP is not support in shared hosting environments.

Website/Server Content. Your website may not include any of the following content: (1) Image hosting scripts that allow an anonymous user to upload an image for display on another website (similar to Photobucket or Tinypic); (2) banner ad services for display on other websites or devices (commercial banner advertisement); (3) file dump/mirror scripts that allow an anonymous user to upload a file for other to download (similar to rapidshare); (4) commercial audio streaming (more than one or two streams); (5) push button mail scripts that allow the user to specify recipient email addresses; (6) anonymous or bulk SMS gateways; (7) backups of content from another computer or website; (8) BitTorrent trackers; or (9) any script that causes a degradation in the performance of our server or network environment.

Unlimited Disk Space/Bandwidth/Website Plans. Web Hosting and Wordpress Hosting plans are designed to host most personal, small business and organization websites, and thus we offer unlimited bandwidth and some plans offer unlimited disk space and websites. This means that we do not set a limit on the amount of bandwidth, websites or disk space you may use in the operation of your website, provided it complies with this Agreement. In the event the bandwidth, number of websites or disk space usage of your website presents a risk to the stability, performance or uptime of our servers, data storage, networking or other infrastructure, you may be required to upgrade to a VPS or Dedicated Server, or we may take action to restrict the resources your website is utilizing.

Website Accelerator Service. Our Website Accelerator service ("Website Accelerator") provides a content delivery network (CDN) designed to optimize your website performance through caching and secure distribution of static website content on a network of nationally dispersed servers. You acknowledge and agree that your website content will be stored throughout the United States. You acknowledge and agree that Website Accelerator may be discontinued or suspended at any time, and your participation is subject to eligibility, as detailed below.
In order to be eligible for Website Accelerator, you acknowledge and agree that you meet and will keep in compliance with the following criteria: (1) your website must be hosted in Phoenix, AZ; (2) your domain name and hosting must be in the same account; (3) you must have DNS with us; (4) you must not use DNSSEC; (5) you may not have or add SSL certificates; If you add an SSL with CDN activated, the SSL certificate will not function; (6) you must have an Ultimate web hosting plan; and (7) you may not change operating systems.

6. PROVISIONS SPECIFIC TO VPS, DEDICATED, MANAGED HOSTING

Assisted Service Plan. If you purchase an Assisted Service Plan ("AS Plan") with VPS, we may install a limited number of applications ("Supported Applications") on your server at your request. A full list of Supported Applications is available from our support team upon request. If you request the installation of a Supported Application, we will install and configure the Supported Application on our server as long as the server has available resources (e.g., storage, RAM, processing power) to support that particular application. We will then provide the primary (administrator) username and password to you, at which point you will take over the managed and additional configuration of that particular application. We will not be responsible for content, customization, or any other activities associated with the Supported Application, including any repair of the Supported Application should it stop working. We shall limit technical support of an inoperable Supported Application to restoring said Supported Application to its original state (fresh installation, with no data or customization).

Server Access. If you purchase MS SQL or Managed Backups, you hereby authorize us to log into your server for purposes of installing and configuring the MS SQL or Managed Backups.

IP Addresses. You acknowledge and agree you are required to begin using at least ninety percent (90%) of your purchased IP addresses within thirty (30) days of assignment of such IP addresses to you. In the event you do not begin using at least ninety percent (90%) of your assigned IP addresses within thirty (30) days of assignment, you acknowledge and agree that we shall have the right to reclaim any unused IP addresses.

FTP Back-Up. We offer an FTP Backup option for an extra fee. You acknowledge and agree that purchasing FTP Backup may require additional down time to install and maintain. You further acknowledge and agree that in utilizing the FTP Backup option, you shall be subject to a maximum disk space and bandwidth usage according to the plan you purchase. Subject to the terms and conditions of this Agreement, we shall use commercially reasonable efforts to provide FTP Backup services on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Agreement. You acknowledge and agree that from time-to-time the FTP Backup services may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs that we may undertake from time to time; or (3) causes beyond our control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Configuration Add-Ons. We offer multiple configuration options ("Configuration Add-Ons") for an extra fee. The specific Configuration Add-Ons available depend on which hosting package you purchase, may include a control panel, database, external firewall or RAID. You acknowledge and agree that installing a Configuration Add-On will use some of your available storage, may require additional provisioning time, will require us to install Third Party Software (defined below), third party hardware or internally developed custom software to your server, and, in some cases, may limit the versions of Third Party Software available for use with your server. Third Party Software, third party hardware and internally developed customer software will be supported by us. If you wish to cancel RAID, you will be required to cancel your server and purchase a new one.

cPanel. In the event you add cPanel to your server, you agree to be bound by the cPanel EULA, which is hereby incorporated by reference.

7. SERVICE UPTIME GUARANTEE
We offer a Service uptime guarantee of 99.9% ("Service Uptime Guarantee") of available time per month. If we fail to maintain this Service Uptime Guarantee in a particular month (as solely determined by us), you may contact us and request a credit of 5% of your monthly hosting fee for that month. The credit may be used only for the purchase of further products and services from us, and is exclusive of any applicable taxes. The Service Uptime Guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you from custom scripting, coding or the installation of third-party applications; (3) outages that do not affect the appearance of your website but merely affect access to your website such as FTP and email; (4) causes beyond our control or that are not reasonably foreseeable; and (5) outages related to the reliability of certain programming environments.

8. SSL CERTIFICATES

Except as may be limited by specific products or services, any SSL certificate you purchase from us or our affiliates to use in conjunction with the Services is intended for its specific use as described in the SSL Certificate Service Subscriber Agreement and will not be exported from the server to be used with any other web hosting service. If you are using an SSL certificate on a website hosted by us, we will generate and securely store a corresponding private key. For security reasons, at no time will we release your private key, even per your request. If you wish to export your SSL certificate for use on a non-1&1 server, you will need to make a request to us no earlier than thirty (30) days after your initial SSL subscription began. After your account with us has been cancelled, you will have thirty (30) days to follow the Starfield Secure Certificate Registration Process and request a re-key of the SSL certificate, or your SSL certificate will become invalid.

9. MANAGEWP SERVICES

Your hosting plan may provide you with access to use ManageWP. ManageWP is a website management console which allows its users to administer any number of websites including, but not limited to, management, monitoring, backups, deployment, publishing, and security tools. You acknowledge and agree that your use of ManageWP is subject to the terms of service located here, which are hereby incorporated by reference.

10. THIRD PARTY SOFTWARE

Definition.

"Third Party Software" means any software or application developed and owned by a third party provider that we may contract with from time to time.

Operating Software. The Services may be operated in both Linux® and Windows® environments. Each time you commission a server, we will provision the server with the operating system you choose.

We reserve the right to modify, change, or discontinue any Third-Party Software at any time, and you agree to cooperate in performing such steps as may be necessary to install any updates to the Third-Party Software. The Third-Party Software is neither sold nor distributed to you, and you may use the Third-Party Software solely as part of the Services. You may not use the Third-Party Software outside of the Services. We may provide your personal information to third-party providers as required to provide the Third-Party Software. You acknowledge and agree that your use of the Third-Party Software is subject to our agreement(s) with the third-party providers. In addition, if the Third-Party Software is accompanied by or requires consent to a service or license agreement from the third-party provider, your use of the Third-Party Software is subject to such service or license agreement. You may not download, install, or use any Third-Party Software that is accompanied by or requires consent to a service or license agreement from a third-party provider unless you first agree to the terms and conditions of such service or license agreement. You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Third-Party Software. You may not reverse engineer, decompile, or disassemble the Third-Party Software, except and only to the extent that such activity is expressly permitted by applicable law. You acknowledge and
agree that the third-party providers (and their affiliates and suppliers) make no representations or warranties about any Third-Party Software offered in connection with the Services, and expressly disclaim any liability or damages (whether direct, indirect, or consequential) arising from the use of the Third-Party Software. You acknowledge and agree that any Third-Party Software will be supported by us and not by the third-party providers (or their affiliates or suppliers).

11. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

12. DEFINITIONS; CONFLICTS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Universal Terms of Service Agreement. In the event there is a conflict between the provisions of this Agreement and the provisions of the Universal Terms of Service Agreement, the provisions of this Agreement shall control.

13. ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the “Agreement”), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

14. Entire Agreement

a. This Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter.

b. The Client and the Company agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Headings, titles and paragraph captions are inserted in the Agreement for convenience, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

15. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of California. In the event of any dispute, claim, or controversy relating to or arising from this Contract, or any breach, threatened breach, or alleged breach thereof, the Parties hereby expressly waive and relinquish any and all right to a trial by jury on any issue, matter, claim, cause, or controversy pertaining thereto.
This Contract is executed under the laws of the State of California, United States of America, and the Parties hereto stipulate and avail themselves to the jurisdiction of the California courts and venue in Fresno County, California, and that the laws of the State of California shall govern any controversy hereunder.

Signatures
By signing this Contract, the Parties hereto agree to all terms, conditions and covenants contained herein and that they are authorized to make such decisions for their respective organizations. The Parties acknowledge that this is a legally binding Contract and the Parties fully acknowledge that they each have accepted this Contract of their own free will and that the signing of this document was not the result of coercion or duress and that both Parties sought and received, or had the opportunity to seek and receive, the advice of legal counsel, of their choice, prior to signing this Contract.

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

<table>
<thead>
<tr>
<th>Client Signature</th>
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<tr>
<td>Printed Name</td>
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<tr>
<th>JIT Outsource Representative Signature (Company)</th>
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