Managed Services Agreement

Last updated: August 2024

Description of Services

Unlimited On-Site and Remote Support

PCMR, LLC (PCMR/Service Provider) will provide maintenance and support for the existing hardware and software including all equipment listed in the Client's documentation (including but not limited to workstations, servers, firewalls, network switches and access points) provided by PCMR as well as installed 3rd party software and line of business applications. PCMR will provide support and troubleshooting for remote access solutions including VPN access (if required), remote desktop and email including remote access setup of off-site computers. PCMR will make a best effort to resolve as many issues as possible remotely and will come On-Site in the event remote resolution is not possible. Remote support of other staff home computers is included for VPN access to the network provided home computers have current Windows or Apple operating systems and antivirus and are updated regularly. Projects outside the scope of the above to maintain the existing network are billed separately including but not limited to setting up 2nd or additional offices or system changes expanding beyond what is currently in use in the network are beyond the scope of this Agreement. Charges will be billed separately at PCMR's then hourly rate for service, currently $150.00.

Unlimited Automated Support

Through the use of PCMR's Remote, Monitoring and Management (RMM) software, unlimited maintenance of these systems will be provided. This includes the installation of critical updates for Windows Operating Systems, Linux Operating Systems and Apple Operating Systems. Automated support includes remediation for installed malware, failed services, drive clean-up (temp and unnecessary files), drive optimization, virus, malware and spyware scans, defrags as well as hardware and software auditing. PCMR's remote monitoring and management software will monitor all PC's that are powered on 24/7 for critical errors. Critical errors will automatically create a Service Ticket in PCMR's ticket management system to be addressed by a technician or PCMR's automation Server which provides automatic response to resolve critical issues. Errors that occur during the maintenance window such as viruses found or machines that are unavailable will trigger a Service Ticket to be automatically created in PCMR's ticket management system.

All time billed by PCMR's Automated Support software will be covered under the terms of this agreement.

Patching Schedule

Patching occurs every Thursday from 1AM to 4AM.

1. Workstations
    a. Security – every week.
    b. Feature – second Thursday.
    c. Third Party Apps – every week.
    d. All workstations will be rebooted at 4AM every week.
2. Servers
    a. Security – first Thursday.
    b. Feature – upon request.
    c. Third Party Apps – upon request.
    d. Servers will be rebooted at 4AM when a change request is submitted.
3. Network
    a. Updates to network equipment require a change request.
    b. The change request will specify date of change.
4. Users will be logged out at 1AM on Thursdays for Patching.

Monitoring Rules

Rule Set Name	Threshold	Description	Category
CPU Usage	90% for 15 min	Monitor high usage of CPU	System Performance
Memory Usage	95% for 30 min	Monitor high memory usage	System Performance
Disk Usage	85% or higher	Prevent storage from reaching critical levels	System Performance
Network Usage	200 MiBps for 15 min	Observe high network activity	System Performance
Reboot Pending	5 days for workstations, 30 days for servers	Monitor for pending reboots	System Performance
Server Down	Down for 10 min	Monitor when servers are down	System Performance
Antivirus Status	N/A	Ensure antivirus software is active	Security
Patch Management	N/A	Monitor status of updates and patches	Security

3rd Party Remote Software	N/A	Monitor for installation of remote software	Security
Remote Session Initiated	N/A	Monitor for remote sessions using RDP	Security
Battery Health	Less than 50% capacity	Monitor battery performance	Hardware Health
Disk Health	SMART status degraded	Monitor for degradation of storage disks	Hardware Health
Service Status	N/A	Ensure services are running as expected	Software and Services
System Logs	80 events in 5 min	Monitor for critical events	Event Logs
Connection Status	N/A	Ensure stable Internet network status	Network Devices

Microsoft 365

Microsoft 365 licenses will be provided for each user as identified in the Client's quote and documentation provided by PCMR. Microsoft 365 licenses are annual commitments paid monthly as part of the monthly service invoice.

If client ends managed services with PCMR, client is still required to finish the annual Microsoft 365 commitment.

Endpoint Protection / Antivirus

All antivirus licensing is included for Servers, MAC'S and PC's. Antivirus software is enterprise grade antivirus (SentinelOne Control). PCMR monitors the antivirus software 24/7 and in the event of a virus/worm/adware/spyware being detected a ticket will automatically be created in PCMR's ticket management system. PCMR will address viruses as requiring an emergency response by a technician to confirm virus removal.

Security Threat Detection and Remediation

PCMR provides managed threat detection and remediation services to uncover and address malicious network penetration attempts. Such services will be provided with CYRISMA software.

Security Awareness Training

PCMR includes and requires all computer users at client to participate in regular security awareness training as provided through Breach Secure Now. Training may include simulated

phishing attacks, instruction in company IT policies and best practices, compliance training and testing.

Cloud Backup

PCMR uses Axcient for our direct to cloud backup solution. A full system backup including files, applications, settings and databases stored on a workstation or server will occur daily. An initial backup will occur shortly after PCMR software is installed. After the initial backup, workstations will upload incremental backups throughout each day and full backups will occur after hours.

Typical business hours are 7am to 6pm Monday-Saturday. The device must be turned on for the backup to occur. Internet upload speed must be adequate for backups to occur in a timely manner.

Workstations will be alloted 300GB of cloud storage and servers will be allotted 3TB. The amount of cloud storage used is equal to the aggregate amount of data stored in the Axcient Cloud after compression and deduplication, including storage used by all available retention, restore points, historical file or object revisions, search indexes and other metadata.

Backups are automatically verified daily by Axcient which includes screenshot verification (can the backup boot like a normal computer and display the login screen) and data integrity checks. PCMR will verify the backup image on a quarterly basis by creating a virtual machine and testing login. PCMR will choose no less than 10% but no more than 50% of the Client's workstations at random to verify. All servers will be tested on a quarterly basis.

Microsoft 365/ Google Workspace Cloud Backup

PCMR uses Axcient for our Microsoft 365/Google Workspace cloud backup solution. The initial backup might take up to 72 hours to complete. After the initial backup, future backups will occur multiple times per day.

Microsoft Services: PCMR will back up the following services:
1. Outlook Calendar
2. Outlook Contact
3. Outlook Mail
4. OneDrive
5. SharePoint (and Shared Libraries)

Google Services: PCMR will back up the following services:
1. Calendar
2. Contact
3. Gmail
4. Drive

5. Shared drives
6. Sites

Firewall Services

Managed firewall services are available at an extra charge. PCMR uses WatchGuard firewalls for managed firewall services. If Client chooses to not use a WatchGuard firewall (customer provided firewall or no firewall) then the Client will not receive 24/7 monitoring and management of their firewall. Client-owned firewalls will still be supported but will not have the 24/7 monitoring and management guarantee.

PCMR will implement reasonable firewall policies to prevent unauthorized access to internal systems. Policies will be implemented based on severity, current cybersecurity standards, and recommendations by the United States of America government to protect data from foreign adversaries. PCMR managed firewalls and its users will be monitored 24/7.

VoIP Services

VoIP services are available at an extra charge. PCMR uses BVoIP and SIPTRUNK for VoIP offerings. The VoIP services are fully managed and supported by PCMR.

If Client brings their own phone system, the Client is responsible for maintenance and support. PCMR can provide maintenance and support at an additional charge. Charges will be determined by the type of system and a separate agreement between PCMR and Client.

Reporting

PCMR will provide clients with reporting upon request. Reports available for request include but are not limited to antivirus, backups, patching, documentation, security training, user reports and ticketing.

Virtual CIO

PCMR provides quarterly meetings with clients to review ongoing issues, go over upcoming project work, discuss changes in vendors, advise on best practices, create budgets and plan the technology roadmap for the next period. Client is responsible for requesting meetings with the PCMR service owner.

All Service Offerings

PCMR will provide the below services for Client. Additional services may be billed separately.

General Services	Included?
Hardware & Software Support	Yes
Monitoring Unauthorized Software	Yes
Network Mapping	Yes
Installation of New User Desktops	Yes
Network Services	**Included?**
Firewall, Switch, and Access Point Management	Yes
Wired and Wireless Network Connections Support	Yes
Smart Phone Setup (Wi-Fi, Email, M365)	Yes
Network Performance Monitoring	Yes
Printer Management & Monitoring	Yes
Service Desk Support	**Included?**
During Hours Remote Support	Yes
Emergency After Hours Remote Support	Yes
During Hours On-Site Support	Yes
After Hours On-Site Support (weekday)	Yes
After Hours On-Site Support (weekend)	Yes (for an extra charge)

Managed Response Times

Trouble	Priority	Response Time 9am-5:30pm Weekdays	Response Time 5:30pm-9am Weekdays/Holidays
Service not available (all users and functions unavailable. Ex: Server Down). *	Urgent	Remote within 1 hours On-Site within 3 hours	Remote within 2 hours On-Site within 4 hours
Significant degradation of service (Large number of users or business critical functions affected). *	High	Remote within 2 hours On-Site within 4 hours	Remote within 2 hours On-Site within 4 hours
Limited Degradation of service (limited number of users or functions affected, business process can continue). **	Medium	Remote within 8 hours On-Site within 48 hours	Remote within 12 hours On-Site within 48 hours
Small service degradation (business process can continue, one user affected). **	Low	Remote within 24 hours On-Site within 72 hours	Remote within 24 hours On-Site within 72 hours

*For same day services on urgent and high priority tickets must be entered before 4pm.

**Clients may request a specific technician however PCMR will at its discretion assign a technician to address a service ticket or project work.

*** PCMR reserves the right to allow PCMR's NOC (Network Operations Center) to address all

tickets initially. If the NOC cannot resolve a ticket, it will be escalated to an PCMR Tier 3 or Tier 4 technician. If a ticket is escalated to PCMR from the NOC, PCMR may, in its sole discretion, determine that an onsite visit is necessary.

****Weekend support requiring on-site will incur an additional charge at the rate of $100 per hour.

Client agrees that weather, traffic conditions or Force Majeure outside the control of PCMR may extend or prevent remote or onsite response.

Managed Services Requirements

1. PC's, Servers and network equipment including routers, switches, backup devices and media must be less than 5 years old or turning 5 years old in the first 11 months of the agreement. Servers must be replaced by clients upon reaching the age of 5 years. Replacement installation costs are billed outside the monthly service amount at PCMR's then hourly rate. Servers must be covered by an active hardware warranty. PCMR will coordinate warranty diagnostics, repairs and return to service.

2. PC's (laptops/desktops/Macs) in excess of 5 years in age that fail will need to be replaced by the client with a new machine or one that is less than 5 years in age. Work to restore or replace equipment older than 5 years may be billed as an additional charge.

3. All Servers, Desktop PC's and Notebooks/Laptops with Microsoft Windows, Linux or Apple operating systems must be running a supported operating system with such support expected to continue 12 months or more with the latest service packs and critical updates installed. As support ends for an operating system Client must update their operating system or remove it from any access to the network.

4. Client will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.

5. If a client has software particular to its business which is installed on its network, the client is responsible to obtain installation, training and continuing technical support from the software provider. PCMR technicians are able to assist with network support, but they are not experts in all software applications and rely on the software manufacturer to provide software support at Client's expense.

6. This Agreement covers users and their associated computers and other devices as detailed in the PCMR provided quote and documentation. PCMR encourages our clients to provide a desktop and laptop which are less than 5 years old in good functioning condition to serve as a hot spare. A hot spare will not be counted as an operating computer for

purposes of this Agreement.

7. For each new user or computer added during the term of this agreement, the Managed Services Fee will increase by the amount stated in the quote for services.

8. All server and desktop software must be genuine, licensed and vendor supported.

9. The network must have a currently licensed, vendor-supported server-based backup solution that can be monitored and send notifications on job failures and successes.

10. The network must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.

11. All wireless data traffic in the environment must be securely encrypted.

12. There must be an outside static IP address assigned to a network device, allowing VPN access, if required.

At the time of initiating service for Client, PCMR will evaluate Client's network and determine whether all Managed Services Requirements are in place and if not in place will install the required services. Charges for bringing the network into compliance with the requirements will be billed as incurred as additional services.

STANDARD LEAD TIMES

PCMRs standard lead times are listed below. PCMRs standard lead times are an estimate and are not guaranteed. PCMRs lead times can be affected by shipping time from vendors which are outside of PCMRs control.

1. Workstation Installation – five (5) business days.

2. Server Installation – five (5) business days.

3. Software Installation – three (3) business days.

4. New User – three (3) business days.

5. Other Change Request – at least fifteen (15) business days.

Terms and Conditions

1. Confidentiality During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes. Confidential Information shall not include any information that client makes publicly available or information which becomes publicly available through no act of PCMR or Client or is rightfully received by either party from a third party.

   While PCMR is dedicated to protecting the privacy of our clients, PCMR will comply with law enforcement warrants and court orders with regards to confidential information held by PCMR. Additionally, PCMR reserves the right to disclose your personally identifiable information if PCMR reasonably believes such disclosure is necessary to protect the safety of PCMR, its employees, or the public. Such disclosure may include but is not limited to imagery or media related to adult, child, or animal abuse or other illegal activity.

2. Client and PCMR both agree that they will not solicit for hire, and it will not hire or otherwise engage any of each other's employees or contractors, either directly or indirectly during any period services are provided under this agreement or in

the 24-month period immediately following termination of this agreement.

3. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of PCMR's technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

4. If the Client work is substantially changed due to a Force Majeure, PCMR will evaluate the need for change to IT services to Client and related change of managed service fees. Recognizing there are ongoing expenses to PCMR of maintaining backups, remote monitoring, other vendor support software/licensing and availability of technicians to service on going needs, PCMR will review with Client the need for change of fees if any. Late fees will not be charged under an agreed scenario below:

Change in number of users at an amount of $5 per user. If reduction is on a per user, as staff returns to work the per user fee will be added back to the monthly fee and prorated as of the date of return if mid-month.

A flat fee charge per month. If the change is a flat fee per month, then billing will resume upon Client's resumption of services as mutually agreed between PCMR and Client. This may be an evaluation between the parties of a gradual resumption of workers and network activity or an immediate resumption of workers and network activity.

Deferred billing by a 25% over 12 months. Then beginning after 12 months the deferred amount to be added back in subsequent months by 12.5% of deferred amount or as mutually agreed. For example: if PCMR defers $1000 per month. Then after the 12 number of months passes 12.5% of the $1000 is added back each month until fully paid.

5. PCMR shall not be liable to Client or any of its affiliates for any damages, whether

incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if PCMR has been advised of the possibility of such damages. If a collection action is initiated by either party or if PCMR must defend any action by Client, PCMR is entitled to its reasonable attorney fees and expenses to be paid by Client. **CLIENT AGREES TO INDEMNIFY AND HOLD PCMR HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES (INCLUDING ATTORNEY FEES), COSTS, AND JUDGMENTS THAT MAY BE ASSERTED AGAINST PCMR THAT RESULT FROM THE USE OF EQUIPMENT PROVIDED UNDER THE TERMS OF THIS AGREEMENT OR FROM THE ACTS OR OMISSIONS OF PCMR AND/OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.**

6. Implied Warranties are expressly disclaimed by PCMR. An PCMR contractor is a technician or contractor who operates on behalf of PCMR, is paid by PCMR and has access to PCMR's service ticket management system for making time entries and charges for their work. PCMR is not responsible for the acts of other technicians, contractors or consultants providing service to Client not under its control and direction. If Client purchases equipment from PCMR it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that PCMR is not responsible for functioning of the equipment and has not made any express or implied warranties. PCMR shall not be liable for any claim or demand against the Client by any third party on account of errors or omissions performed hereunder.

7. Remote access to personal computers and/or networks. If or when Client transitions to home or alternative networks, PCMR will make best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. PCMR is not responsible for inadequacies in those home or alternative networks or to secure those connections. Home equipment will not be as secure and may not have PCMR's software and security features. PCMR is not responsible for the security of the home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this Agreement and PCMR may charge its then hourly rate for work on home or alternative networks. PCMR will charge for additional software installed at home or alternative networks as needed.

8. In the event of a Force Majeure PCMR is not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.

9. Client agrees to carry liability insurance and property insurance covering any damage to

its network as well as to any clients of the Client adversely affected by Client's network functioning or transmissions from its network.

10. PCMR may apply changes or additional terms, conditions and provisions to this Agreement upon 30 days advance written notice to client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days Client may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition, then it shall not become part of the Agreement.

    All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.

11. Failure to pay: If payment is not received by the fifth day of the month for prior months invoice PCMR reserves the right to put a hold on rendering on-site and remote services until monthly fee has been paid, provided PCMR gives a five (5) business day notice of late payment.

12. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by PCMR.

    Client shall pay any such taxes unless a valid exemption certificate is furnished to PCMR for the jurisdiction of use, except in cases when PCMR procures or sources the incorrect equipment and/or software and/or support services any incorrect items or software shall be returned to PCMR.

13. If Client fails to make payment for any services or items purchased, and such failure continues for fifteen days, interest shall accrue on any amount due at the rate of 12% per annum until paid. In the event collection processes are instituted to collect any amounts due from Client, Client shall pay the costs of collection plus reasonable attorney fees.

14. This Agreement is fully assignable by PCMR. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.

15. Termination:

    Termination by Client:

    Client may terminate this Agreement with or without cause after the first 12 months of the Agreement have passed provided that payment of a Termination Fee equal to the

amount of the monthly Managed Services fee agreed to in the Client quote and ii.) payment of all past and currently due amounts together with late fees and costs unless client has valid reason to withhold payment on incomplete tasks, work orders or faulty equipment and provided PCMR was notified in a service ticket within 10 days of the original occurrence of any incomplete tasks, work orders and/or faulty equipment which it itemized with sufficient detail to identify the problem. That amount may be withheld until the incomplete tasks, work orders or equipment issues are resolved. PCMR shall be given a reasonable opportunity to correct any problems. Any such election shall be made in writing by Notice of Termination and is to be accompanied by the Termination Fee and all other amounts due.

Termination by PCMR:

a. Upon giving notice to Client of default and the default is not cured within ten (10) business days of receipt of written notice from PCMR or for failure of Client to pay for service or products at the time of ordering or within 30 days of billing. Failure of PCMR to require payment at the time provided shall not be construed as a waiver of the right to do so.

b. Any of the following which remains un-dismissed for a period of sixty (60) days: If Client files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Client.

c. Failure of Client to comply with its obligations in this Agreement after written notice by PCMR of the non-compliance and failure to correct the problem or acknowledge the problem and commitment to take corrective action in the future.

d. Backups in the event of default or early termination or in the event the parties do not renew at the end of the term of this Agreement: Client shall be responsible for transferring backups to a system administered by Client or others on its behalf and for paying any costs of transferring and/or setting up backups off the system maintained by PCMR. If Client does not provide for any transfer of backups, they shall be terminated within 30 days of the Notice of Termination or Notice of Default. Client assumes all responsibility for its backups and PCMR has no responsibility to retain backups.

In the event prior to the end of the 30 days, client places its own backups on site or obtains its own cloud backups then it shall notify PCMR so it's backups can be terminated.

e. In the event of default or termination under any circumstances Client agrees it will provide access to PCMR technicians to remove antivirus licenses and monitoring

tools. The consequence of and failure to provide this access shall be that Client shall continue to be responsible for 50% of the amount of the monthly Managed Services payment until access is allowed and the licenses and tools removed. Spam filtering will be terminated upon default or termination. Client understands that it is entirely responsible to redirect all of Client's MX records away from the spam filter system and redirect email to its server or it must provide PCMR access to its network information and equipment to take those steps. Upon termination of spam filtering services email will bounce if Client has not taken these steps or requested and allowed PCMR to take those measures. Client understands the above and accepts this responsibility and the consequences if it fails to cooperate or act; Client acknowledges that upon termination of the spam filtering if these steps are not allowed or taken email will not be available and there is no recourse whatsoever to PCMR.

f. In the event of termination by either party, Client is responsible for the full amount of all payments for services provided and products ordered.

g. If either party terminates the relationship of PCMR and client or if Client defaults, then the parties agree to work cooperatively to transfer the client's data and network information as directed by the client to another service provider or to the client. The client will pay the cost of transfer which will include hourly charges of technicians to accomplish the transfer and any services maintained by PCMR containing Client data. Client must designate a vendor to handle its email, backups and any other services provided by PCMR. Client must establish an account for transfer of the backups and any other services within 30 days of notice of termination or default, or within 30 days of termination of this Managed Services Agreement. PCMR has no responsibility for backups, email or other services beyond 30 days following termination or default under this Agreement.

h. In the event of termination of services for any reason by either party, upon written request by Client PCMR will provide up to 60 days support to allow Client to make a transition provided Client pays all amounts then due and pays the fee for the additional 60 days in advance.

16. Dispute Resolution: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration unless they are of an amount which can be handled within the small claims court Johnson County, Missouri. The parties agree they waive the right to bring a lawsuit based on such claims or disputes other than in small claims court. Before commencing any arbitration proceedings, the aggrieved party must first present the claim or dispute in writing to the other party. The parties shall have 30 days to resolve the claim or dispute. If not resolved, then the aggrieved party may commence arbitration

proceedings. The arbitration shall be conducted by a mutually agreed upon dispute resolution service and the parties shall be bound by any and all rules of the American Arbitration Associations United States Commercial Resolution Dispute Resolution Procedures for Consumer- Related Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Arbitration shall be conducted by an arbitrator experienced in Information Technology services and experience required for arbitrator and shall include a written record of the arbitration hearing. An award of arbitration may be converted to judgment in a Court of competent jurisdiction. The location of arbitration shall be in the home city, county of PCMR. The fees and expenses of the arbitrator and proceedings shall be paid by the losing party.

17. This Agreement and any amendments and its validity, construction and performance shall be governed by the laws of the State of Missouri. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be Johnson County, Missouri, and the parties agree and consent to such jurisdiction and venue.

18. This Agreement does not create any rights in any third parties.

19. Client shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof with the exception of allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which client has purchased technical support and has scheduled such installation with PCMR. Programs must be installed by an PCMR technician or software technical support with an PCMR technician assisting. PCMR shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Programs made by Client or by anyone other than PCMR unless PCMR has agreed. Corrections of unauthorized modifications shall be at the rate of $150.00 per hour and may be grounds for immediate termination by PCMR of this Managed Services Agreement. Client agrees to prohibit others, including its principals, officers and employees from installing hardware, working on the technical aspects of the operating systems on the Servers and PC's or to give anyone Domain Administrator access. Only PCMR will make administrative or technical changes to the servers.

20. PCMR and Client do not intend to form a partnership. Therefore, PCMR and Client expressly disclaim the same.

21. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under this amendment.

22. This Contract shall be construed in accordance with the laws of the State of Missouri.

23. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and comply strict compliance on every provision of this Contract.

24. The rule requiring construction and interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

25. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

26. This Contract and its incorporated documents contain the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.