

Term - This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 5 years, and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed-to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one-year 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. This Agreement cannot be automatically renewed more than five (5) times.

a. This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:

A. Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;

B. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client;

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

b. If either party terminates this Agreement, THINKGARD will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD 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. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal to seventy five percent (75%) of remaining Agreement value.

c. Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD.

1. Services Provided Includes the support and maintenance of a suite of Cisco security products listed in THINKGARD proposal, ongoing Managed Security Services and CyberSecurity Incidence Response services THINKGARD will install any equipment if applicable

2. Incident Response services. Itemized in proposal

3. Catastrophe Service In the event of a breach, fees for consulting are included in Monthly Services Agreement.

4. Interference Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of THINKGARD or any other person or entity to terminate their relationship with THINKGARD.

5. Warranty ThinkGard warrants: (1) it shall provide the Services in a professional, workmanlike manner consistent with this Agreement and generally accepted industry standards of care and competence; and (2) for ninety (90) days after date of delivery, the Services shall materially conform to their descriptions set forth on the proposal. These warranties are voided to the extent of any alterations to any Services are not performed or authorized by the Company. Client must bring any breach of these warranties to the Company's attention promptly in writing within thirty (30) days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, the Company may, at its election: (1) use reasonable efforts to re-perform such Services or to correct any defect, at no charge to Client; or (2) terminate the applicable Service and return of the fees paid by Client to the Company for such non-conforming Services (without interest). THE REMEDIES SET FORTH ABOVE SHALL BE CLIENT'S SOLE REMEDY AND THE COMPANY'S SOLE LIABILITY WITH RESPECT TO A BREACH BY COMPANY OF THE WARRANTIES SET FORTH IN THIS SECTION.

ThinkGard will not be responsible for any unauthorized access, alteration, theft or destruction of Client Data, unless caused as a result of ThinkGard's negligence or intentional misconduct, in which case ThinkGard's only obligation and Client's exclusive remedy is for ThinkGard to use commercially reasonable efforts to restore the Client Data from the most recent back-up. ThinkGard is not responsible for unauthorized access, alteration, theft or destruction of Client Data arising from Client's own or its Authorized Users' actions or omissions in contravention of the Documentation.

In the event that ThinkGard has determined that a Security Breach will or is likely to cause harm to the Client or an Authorized User, ThinkGard will, as promptly as practicable but in no event later than as required by law, provide Client with notice of the Security Breach. After initial notification, ThinkGard will keep Client updated at periodic intervals on the steps taken by ThinkGard to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Client to minimize potential damages. Such report will be provided promptly but no later than thirty (30) days following completion of the report. The Parties understand and agree that if ThinkGard is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused.

6. Confidentiality Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the Deliverables and all information relating to the Deliverables as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.

7. Equipment and Facilities Client agrees that THINKGARD may utilize certain items of Their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.
8. Passwords THINKGARD acknowledges that it must have remote access to perform their duties under this Agreement. THINKGARD will require a CCO (Cisco Connection Online) associated with customer's Cisco Security and licensing, to perform mutually agreed upon services.
9. No Third Party Beneficiary Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from ThinkGard, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.
10. Dispute Resolution This Agreement shall be governed by the state and Federal laws applicable to the State of Alabama, U.S.A.
11. Limitation of Liability IN NO EVENT, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL THINKGARD OR ITS LICENSORS, PARTNERS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OR INTERRUPTION OF USE, LOSS OF DATA, DAMAGE TO NETWORKS, EQUIPMENT, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY), OR ANY AMOUNTS IN EXCESS OF THE ORIGINAL AMOUNTS PAID TO THINKGARD. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
12. Force Majeure & Malicious Acts THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.
13. Taxes. Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.
14. Warranty of Representative Capacity Client warrants that its undersigned representative has the authority and capacity to bind Client to the terms and conditions of this Agreement and understands that THINKGARD has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.

15. **Severability** If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.

16. **Additional Documents** The Parties agree to cooperate to the extent possible and execute any and all supplementary documents and to take all additional actions which may become necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

17. **Remedy Upon Client's Payment Default:** Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law Alabama and/or the federal jurisdiction which includes said County of Shelby.

18. **Understanding** The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.

19. **Integrated Agreement** This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.

20. **Immigration** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Terms By signing the ThinkGard Proposal, Client agrees to pricing and services terms indicated on proposal pricing pages.