Master Services Agreement

Terms and Conditions

1. Definitions

1. "Normal Business Hours". Silicon Plains normal business hours are 8:00AM to 5:00PM Central and Mountain Time, Monday-Friday, excluding Federal holidays.
2. "After hours" or "After Hours Support" means services delivered outside Normal Business Hours.
3. "Agreement" means this Master Service Agreement, all applicable Addenda executed by the parties in conjunction herewith, and any written modifications thereto.
4. "Services" and "IT Services" means all Included, Optional, and Additional Service provided by Silicon Plains to Client, under an Addenda, Project Document, or otherwise.
5. "Silicon Plains" or "SP" means Silicon Plains, LLC, along with its agents, employees, subcontractors, affiliates and any other of its representatives
6. "Client" means the undersigned client, Client's agents, employees, subcontractors, affiliates and any other representative of Client.
7. "Remote" or "Remote Support" means services delivered to the Client from Silicon Plains' offices.
8. "Estimated Remaining Value" shall mean the total remaining payments owed to SP by Client for the Managed Services at the time Client terminates this Agreement as determined by SP
9. "Managed Services" shall mean those services, as set forth specifically in these terms, attached hereto and incorporated herein by this reference ("Managed Services" each a "Managed Service"), which SP shall provide to Client in accordance with the terms and conditions as set forth herein.
10. "Effective Date" shall mean the date the last Party signs this Agreement, upon which this Agreement will be in full force.

2. Term, Termination and Default

This Agreement shall have an initial term of thirty six (36) months beginning on the Effective Date ("Initial Term").

Upon the first day after the anniversary date of the Effective Date of the initial term, this Agreement shall automatically renew for another term of the same duration and remain in full force and effect until canceled by either Party as provided below.

Except for a default, either Party may terminate this Agreement for any reason or no reason, at its convenience, by providing the

other Party a minimum ninety days (90) prior written notice; provided that if notice of termination is provided by Client, the Client pays SP an early termination fee in an amount equal to fifty percent (50%) of the Estimated Remaining Value. In the event of a default, the non-defaulting Party may terminate this agreement immediately upon written notice to the defaulting Party. Upon any termination of this Agreement, all obligations hereunder will terminate except for (a) the Client's undisputed payment obligations that arise relating to the Managed Services completed before termination of this Agreement

If either party terminates this Agreement, Silicon Plains will assist Client in the orderly termination of services where reasonable,

including timely transfer of the services to another designated provider. Client agrees to pay Silicon Plains the actual costs of rendering such assistance in addition to the fees outlined in this Agreement.

A default shall occur upon any of the following events: i) upon a Party's failure to perform any term, condition, or obligation of this

Agreement if such failure shall continue for fifteen days after written notice of such default is received by the defaulting Party; ii) immediately upon any failure of Client to make payment as specified herein; iii) if either Party is subject to a voluntary or involuntary liquidation, dissolution, receivership, bankruptcy, insolvency, assignment for the benefit of creditors, or other similar situation or proceedings tending to affect that Party's ability to conduct its business.

3. Fees and Payments

Invoices will be dated the first (1 st) of the month and are due on the same day as the invoices are dated. Services may be suspended without notice if payment is not received within 15 days following date due. It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement and Addenda will be considered Projects, and will be quoted and billed separately. Silicon Plains may within reason, at its sole discretion and with 30 days written notice periodically review and modify any and all recurring fees.

4. Taxes and Shipping Charges

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 Silicon Plains for the state of use. Client agrees to reimburse any shipping charges incurred by Silicon Plains on behalf of Client.

5. Cooperation

To enable Silicon Plains to perform the IT Services, Client and Silicon Plains will provide such mutual cooperation and assistance as reasonably requested by the other Party. Such cooperation and assistance shall include providing to Silicon Plains in a timely manner answers to questions, information, technical consultation, and, where applicable, acceptances. Client shall designate a principal point of contact for obtaining the foregoing. Silicon Plains shall be excused from performing its obligations and meeting any service levels to the extent Silicon Plains' performance is actually prevented or hindered by:

1. Client's nonperformance; the failure by Client personnel or any Client third-party contractor to adequately perform its tasks related to the IT Services.
2. Unreasonable, untimely, inaccurate, or incomplete information from Client.
3. The failure of any Hardware or Software that is not the fault of Silicon Plains.
4. Client agrees that, in connection with the foregoing, Silicon Plains shall be entitled to an extension of time to complete the affected IT Services and, if applicable, an adjustment of the applicable fees.

6. Waiver

In no event shall either party be liable for any loss of profit, indirect, incidental, special, punitive, or consequential damages arising out of or relating to this agreement, even if advised of the possibility of such damages occurring.

7. Liability Limit

In no event shall the aggregate liability of either party under this agreement exceed five hundred dollars ($500.00). In no event will the foregoing limit company's obligation to make payments for services rendered hereunder.

8. Basis of the Bargain

Each party acknowledges that the mutual limitations of liability contained herein reflect the allocation of risk set forth in this agreement and that neither party would enter into this agreement without these limitations on liability.

9. Subcontracting

Client understands that before and after the date of this Agreement, Silicon Plains may have contracted, and may in the future contract, with third parties to provide services in connection with all or any portion of the IT Services to be provided under any

Addenda. Silicon Plains reserves the right to continue to contract with third parties to provide the foregoing or to enter into new contractual relationships for any of the foregoing; provided that no such subcontracting shall relieve Silicon Plains from its obligations hereunder.

10. Disclaimer

Except as otherwise expressly provided in this section or addenda, the services provided under this agreement are provided "as is." Except as otherwise expressly provided herein, neither party makes any representations or warranties under this agreement, and each party disclaims any and all other representations or warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

11. Authorizations and Licenses

1. **Software and Materials** -- Client hereby grants to Silicon Plains a limited right to install, execute, copy, modify, display, and otherwise use all Client Software and all Client Materials, solely in order to perform IT Services under this Agreement if and only to the extent allowed by the license agreements relating to the Software.
2. **Company Hardware** -- Client hereby grants to Silicon Plains a limited right to use the Client Hardware solely in order to perform IT Services under this Agreement.

12. Included Services

Services provided by Silicon Plains to Client under this Agreement include those as specified in the attached proposal.

13. Additional Services

Any work performed by Silicon Plains that is not specified as an Included Service in this Agreement shall be deemed an Additional Service and be billed to Client separately. The following is a non-exclusive list of Additional Services:

1. Client's performance of Technical Support Functions.
2. Any event beyond Silicon Plains' or Client's control including, without limitation, power failure, natural disaster, building modifications or other events of a magnitude or type for which precautions are not generally taken.
3. Ransomware or virus infection remediation.
4. Client's failure to comply with other obligations under the Addendum including notifying Silicon Plains of known system failures or malfunctions and maintaining a Suitable Environment for Covered Devices as described in this Agreement.

Hourly fees for Additional Services will be billed at current hourly rates. After Hours rates are billed at 150% of current hourly rates.

14. After Hours Support

Silicon Plains will respond to Client's Trouble Tickets under the provisions of this Agreement after hours or on holidays. After Hours Trouble Tickets must be opened by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking.

15. Infrastructure Standards

In order for Client's existing environment to qualify for Silicon Plains' Managed IT Services, the following Minimum Standards must be met at all times:

1. All Server operating systems must have the most recent or fully manufacturer-supported operating system version as the operating system in use. They must also have all of the latest service packs and updates installed.
2. Microsoft Active Directory must be in use with all Desktop PCs and Workstations joined to a properly configured Active Directory domain. Password policies that enforce complexity and a maximum of 90 days between password changes must be active and in use.
3. All Desktop PC's, Apple/Mac and Notebooks/Laptops/Macbooks must have the most recent or fully manufacturer-supported operating system version as the operating system in use. They must also have all of the latest service packs and updates installed.
4. All Server and Desktop Software, including Line of Business Software must be Genuine, Licensed and Vendor-Supported.
5. Multi-factor authentication and encryption must be used where possible and appropriate.
6. All Line of Business Software must have a current maintenance agreement in place from the Vendor.
7. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
8. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution.
9. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
10. Any wireless data traffic in the business LAN environment must be secured with a minimum of 128bit data encryption. Guest wireless access must be separated from the business LAN environment using VLAN technology.
11. Workstation hardware must be replaced every 5 years or sooner, server hardware must be replaced every 6 years or sooner. Server hardware must have a valid warranty.
12. Purchase of but not limited to the following must be through Silicon Plains unless otherwise negotiated: workstations, servers, laptops, network equipment including wireless and firewalls, software or services licensing. Silicon Plains may charge additional fees or deny service for computer and network related items without written approval from a Silicon Plains employee.
13. Client will obtain appropriate business insurance to suit Client's business or personal needs. Silicon Plains will not be liable for Client's failure to obtain appropriate insurance or for Client's insurance provider's inability to perform its duties or provide coverage to Client in any way.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement unless otherwise noted. Exclusions to this section must be agreed to in writing.

16. Travel

For travel to and from Client commercial business offices, Client shall reimburse SP for reasonable, actual, documented travel expenses incurred by SP associated with any on-site support or any Additional Managed Services, as approved by Client. Travel to and from Client private residences or home offices for any reason must be agreed to in writing and are subject to similar reimbursement rules as travel to and from Client commercial business offices.

17. Excluded Services

Services rendered under this Agreement and Addenda do not include (unless otherwise noted):

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
4. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Services.
6. Failure due to ransomware or virus remediation efforts, extreme weather, building modifications, power failures or other adverse environmental conditions or factors.
7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Silicon

Plains, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Silicon Plains.

8. Maintenance of Applications software packages, whether acquired from Silicon Plains or any other source unless as specified in an Addenda.

9. Programming (modification of software code) and program (software) maintenance unless as specified in an Addenda.

10. Training Services of any kind.

18. Silicon Plains Employees and Contractors

It is understood and agreed that Client will not hire or otherwise solicit, directly or indirectly, any employee or employees of Silicon Plains working on or who has or have worked on Client's IT Services, directly or indirectly, for at least one hundred eighty (180) days after the termination or expiration of this Agreement.   Client acknowledges and agrees that it would be impossible for Silicon Plains to calculate at this time the damages that Silicon Plains would suffer in the event of a breach by Client of this covenant against solicitation. Accordingly, Client and Silicon Plains agree that if Client breaches the aforesaid covenant, Client agrees to pay as liquidated damages to Silicon Plains an amount equal to one hundred percent (100%) of the annual salary paid by Silicon Plains to the employee or employees of Silicon Plains hired in breach of this Agreement. Client agrees that such amount is reasonable compensation to Silicon Plains for breach of the non-solicitation covenant in this Agreement. Such liquidated damages are to be paid to Silicon Plains by Client no later than the date on which Silicon Plains' former employee or employees commence employment or undertakes consultation duties with the Client or with a third party. This Agreement with respect to liquidated damages shall in no event prevent Silicon Plains from obtaining injunctive relief.

19. Miscellaneous

1. **Confidentiality Obligations** -- The Parties recognize that during the course of this Agreement, the Parties may have occasion to conceive, create, develop, review, or receive information that is considered confidential or proprietary, including information relating to applications, improvements, know-how, specifications, drawings, cost or pricing data, process flow diagrams, customer or vendor lists, bills, ideas, and/or any other written material referring to same (Confidential Information). During the term of this Agreement and thereafter the parties agrees to maintain in confidence such Confidential Information unless or until: (a) it shall have been made public by an act or omission of the providing Party; (b) the non-disclosing Party shall receive such Confidential Information from an unrelated third party on a non-confidential basis; or (c) the passage of five (5) years from the date of the disclosure of such Confidential Information to the non-disclosing party, whichever shall first occurs.

2. **Access to Computer Systems** -- If either Party is given access to any equipment, computer, software, network, electronic files, or electronic data storage system owned or controlled by the other Party, the Party provided access shall limit such access and use solely to provide or receive, as applicable, IT Services under an Addenda and shall not access or attempt to access any equipment, computer, software, network, electronic files, or electronic data storage system, other than those specifically required to provide or receive, as applicable, the IT Services. Each Party shall limit such access to those individuals with a requirement to have such access in connection with this Agreement, shall advise the other Party in writing of the name of each such person who will be granted such access, and shall strictly follow all security rules and procedures of the other Party for use of that Party's electronic resources. All user identification numbers and passwords disclosed to a Party by the other Party and any nonpublic information of a Party obtained by the other Party as a result of their access to and use of any equipment, computers, software, networks, electronic files, and electronic data storage systems owned or controlled by the disclosing Party, shall be deemed to be, and shall be treated as Confidentiality Information. Each Party agrees to cooperate with the other Party in the investigation of any apparent unauthorized access to any equipment, computer, software, network, clean-room, electronic file, or electronic data storage systems owned or controlled by the other Party, or any apparent unauthorized release of nonpublic information.

3. **Choice of Law; Consent to Jurisdiction** -- This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. The federal and state courts residing in Burleigh County, North Dakota, shall have jurisdiction over any claim brought under this Agreement, and the parties hereby consent to the personal jurisdiction of such courts.

4. **Entire Agreement; Amendment; Waivers** -- This Agreement, together with all Exhibits and Addenda hereto, constitutes

the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5. **Relationship** -- Nothing in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors.

6. **Force Majeure** -- Neither Party will be liable for delays or failure to perform the Services if due to any cause or conditions beyond its reasonable control, including delays or failures due to acts of God, natural disasters, acts of civil or military authority, fire, flood, earthquake, strikes, wars, virus infection, ransomware or utility disruptions (shortage of power).

7. **Exclusive Right** -- Silicon Plains shall have the exclusive right to control and perform support functions of the IT environment covered under this Addendum. Silicon Plains shall not be liable for any damages, claims, fines, liabilities, expenses, losses, demands of any kind arising from damage caused by Client performing support functions for the IT environment covered under this Addendum. Any Silicon Plains services needed to correct such damage caused by Client's actions will be billable as Additional Services at Silicon Plains hourly rates.

8. **Amendment** -- The parties agree to take such action to amend this Agreement from time to time. This agreement may not be amended, altered or modified except by written agreement signed by Silicon Plains and Client. No provision of this Agreement may be waived except by a waiver in writing signed by the waiving party. A waiver of any term or provision shall not be constructed as a waiver of any other term or provision.

20. Conflict Resolution and Waiver of Jury Trial

1. REQUIRED NOTICE: If Client believes it has a claim against SP arising out of this Agreement, Client must provide SP with a written notice of its claim in sufficient detail and with sufficient supporting documentation that SP can intelligently evaluate it. Failure to provide this notice bars Client from filing suit.

2. MEDIATION: If Client provides the notice required by paragraph 20.1 and SP is unable to resolve the matter, Client must participate in non-binding mediation before filing suit. Each Party will pay ½ of the mediator's fees. The mediation may not exceed four hours unless both Parties consent. Each Party agrees to encourage the amicable resolution of disputes under this Agreement, without the emotional and financial costs of litigation. If any dispute, controversy or claim arises out of or relates to this Agreement, or breach thereof, and the Parties or their representatives cannot settle the dispute through direct discussions, the Parties may submit to mediation before initiating any litigation in a court of law. If the Parties chose to mediate but cannot resolve their dispute or pursue litigation directly, SP in any litigation arising under this Agreement shall be awarded its attorney's fees and costs. In any action arising out of this Agreement, the Parties waive trial by jury.

21. Notice

All notices or communication required or permitted hereunder will be given in writing and will be deemed given to a Party when, (a) delivered to the appropriate address by hand or expedited delivery service with proof of delivery (b) delivered by electronic mail with confirmation of transmission by electronic mail application or (c) received or rejected by the addressee, if sent by registered or certified mail, return receipt requested, addressed as follows: Silicon Plains, LLC 2219 E. Main Ave., Bismarck, ND 58503 Phone: 701-390-9876 E-mail: accounting@siliconplains.net. Client agrees to provide SP contact information for a Billing Contact and Technical Contact for the Client.