



Managed Services

Prepared for: Denise Lawrence - Tooele
 County
 Expires: 30 Days from delivery

Proposal

Product	Qty	Setup Fee	Price	Discount	Total
Managed Services: Cyberwatch	1	\$0.00	\$1500.00	0%	\$1500.00
Term: 6 mos					
Setup Fee: \$0.00 x 1					
White Glove Hours: 5 included, \$125/hour overage					
Recurring Services Total:					\$1500.00
Setup Fees:					\$0.00
Sub Total:					\$1500.00
Tax (0%):					\$0.00
Grand Total:					\$1500.00

Special Terms

Recurring Service Fees: \$1,500.00 per month.

To sign-up for this offer, please click the link below:

<https://customer.trins.io/proposals?token=f28a12c321e21b483da96422973370dd>

Thank You!

Managed Services Cyberwatch (v3) Service Agreement

This document defines a SERVICES AGREEMENT or contract between Trinsio (Fibernet Corp. as the parent company) at 1155 S 800 E, Orem, UT 84097, USA, 385-283-1810 (hereinafter referred to as "Trinsio"), and the entity using or purchasing services provided by Trinsio, herein after referred to as CUSTOMER for the indicated services and is subject to the following Terms and Conditions.

SERVICES. Trinsio shall provide CUSTOMER with the services indicated on this Services Agreement in consideration for CUSTOMER's "PAYMENT OF FEES."

SERVICE FEES, INSTALLATION FEES and SET-UP FEES. SERVICE FEES, INSTALLATION and SET-UP FEES are paid in consideration for the CUSTOMER's use of Trinsio's Services indicated and **do not** include any unspecified services.

EFFECTIVE DATE. The EFFECTIVE DATE of this Services Agreement shall be deemed the latter of the following: (a) the date Trinsio substantially completes the set-up, activation, or creation of the CUSTOMER's service, or (b) the date the service is ordered. The date the CUSTOMER first utilizes the service, the date the CUSTOMER signs this Services Agreement, or whether or not the CUSTOMER ever uses the service shall have no bearing or effect on the EFFECTIVE DATE.

TERM. The TERM of the AGREEMENT is defined above plus any partial calendar month and commences as of the EFFECTIVE DATE. If no TERM is specified, then the contract will be considered to have a month-to-month TERM plus any partial calendar month. If no NOTICE of cancellation is given, upon the fulfillment of a TERM, the Agreement will automatically

renew with either a month-to-month TERM if the SERVICE FEES are paid monthly, a three month TERM if the SERVICE FEES are paid quarterly, a six month TERM if the SERVICE FEES are paid semi-annually, or a twelve month TERM if the SERVICE FEES are paid annually.

BILLING PERIOD. CUSTOMER shall pay all fees according to the period and pricing model specified above. For example, if the fees are quoted as Monthly Fees or per month then the BILLING PERIOD shall be considered monthly, if the fees are quoted as Annual Fees or per year then the BILLING PERIOD shall be considered annual, and so forth.

PAYMENT OF FEES. CUSTOMER agrees to pay all INSTALLATION and SET-UP FEES to Trinsio. CUSTOMER shall pay all SERVICE FEES to Trinsio in advance of the BILLING PERIOD on or before the first day of each BILLING PERIOD, before the close of business, during the TERM. All payments received after the first are subject to finance charges and administration fees and accounts may be, at Trinsio's sole discretion, inactivated until payment is received. CUSTOMER authorizes Trinsio to receive payments via the indicated monthly payment mode including without limitation the charging of the CUSTOMER's credit card or other electronic means.

CHANGE / INTERRUPTION / SUSPENSION / TERMINATION OF SERVICES. You are liable for all unpaid amounts due on your account, even if your Services are terminated or cancelled partway through a billing cycle. Trinsio may charge you interest on unpaid balances at the rate of 1.5% per month or the maximum rate allowed by law. Trinsio may use a third-party service to collect unpaid amounts and may charge you attorneys, collection, or other reasonable fees incurred to collect unpaid balances. (a) Following the completion of the TERM, CUSTOMER may terminate this Service Agreement without penalty, upon providing Trinsio with a 30-day written NOTICE of termination. (b) Trinsio may interrupt, suspend, or terminate CUSTOMER's Services if CUSTOMER breaches any term or condition of this Services Agreement. Trinsio will provide at least 5-day NOTICE of its intent to interrupt, suspend, or terminate CUSTOMER's Services unless by cause of force majeure or Trinsio believes, at Trinsio's sole discretion, such action must be taken sooner to prevent damage to Trinsio, its other customers, or affiliates.

COROLLARY SERVICES. Unless specifically written-in hereunder as a "SPECIAL TERMS/CONDITIONS/NOTES," corollary services such as technical support services, training services, and marketing services are not included in this Services Agreement. These corollary services may be provided by Trinsio to its CUSTOMER under contracts and for fees separate from this Services Agreement.

LISTS / UNSOLICITED ELECTRONIC MAIL. Use of email lists for unsolicited electronic mail or other mass electronic mailings is strictly prohibited. Trinsio reserves the right to deactivate the CUSTOMER's account(s) upon an indication of such activity. CUSTOMER hereby agrees to indemnify and hold harmless Trinsio from any claim resulting from the CUSTOMER's or another party's use of electronic mail service(s) on the CUSTOMER's account(s).

INTERNET PRIVACY & CONFIDENTIALITY. CUSTOMER agrees to take whatever electronic or physical security measures necessary in order to preserve the sensitivity or confidentiality of information submitted via the Internet, stored within Trinsio facilities or accessible to services provided by Trinsio.

ILLEGAL / UNETHICAL / PORNOGRAPHIC USE. CUSTOMER shall use Trinsio 's Internet Services and the Internet in a manner wholly consistent with all applicable governing laws, rules, and regulations. CUSTOMER hereby agrees that the CUSTOMER's use of Trinsio 's Internet Services will not promote, send, view, or store: pornography; obscenity; nudity; violations of privacy, copyrights, trademarks, and property; computer viruses; or anything harassing and harmful. Trinsio reserves the right to deactivate or delete without notice any Internet Services in violation of this paragraph. CUSTOMER hereby agrees to indemnify and hold harmless Trinsio from any liability resulting from the CUSTOMER's use or abuse of Trinsio 's Internet Services.

DISPUTE RESOLUTION. In the event it becomes necessary, to pursue collections, to refer any dispute to an attorney, or to resolve a dispute in a court of law, the prevailing party will be entitled to an award of any and all collections fees, reasonable attorney's fees and costs associated with any action regardless of whether or not a suit shall actually be filed. Customer agrees to pursue legal action only in Utah County, Utah, USA.

NOTICES. All notices to Trinsio must be given in writing. Please refer to the Trinsio website (<http://www.trins.io>) for additional information regarding billing and support issues. Notices regarding this SERVICES AGREEMENT should be directed to: Trinsio (Fibernet Corp. as the parent company), 1155 S 800 E, Orem, UT 84097, USA, FAX .

ATTACHMENTS, AMENDMENTS, MASTER SERVICE AGREEMENT (MSA) and ACCEPTABLE USE POLICY (AUP). Trinsio and CUSTOMER are bound to attachments to this Internet Services Agreement. CUSTOMER acknowledges that Trinsio policies may change from time to time and CUSTOMER hereby agrees to abide by these changes and be liable for such changes as reported at <http://www.trins.io/policies> or in Trinsio's MSA and AUP. The CUSTOMER's continued use of Trinsio's services after such changes shall constitute CUSTOMER's acceptance of the modification to this Services Agreement.

MANAGED SERVICES GENERAL DESCRIPTION AND EXPLANATION. Trinsio defines "Managed Services" as an outsourced information technology (IT) solution including the delivery and management of "online" or network-based services, applications, and equipment for its clients. This solution utilizes people, equipment, and services. Managed Services can be delivered to either work with CUSTOMER personnel and/or work independently. In general, the scope of a Trinsio Managed Services Agreement consist of three main benefits: 1) monitoring and notification of the status of the CUSTOMER's online systems and software, 2) providing personnel, management and support for repairing, securing, and maintaining said systems and software, and 3) designing and providing additional services, systems, software, and personnel with industry knowledge to improve, manage and secure said systems and software.

MONITORING SERVICES. Trinsio's monitoring services will either Notify the CUSTOMER or Trinsio. If Trinsio is Notified then support services are performed, only seeking CUSTOMER authorization for additional equipment or software expenses. If the CUSTOMER is the Notified party, then the CUSTOMER must contact Trinsio and provide the SCOPE of the desired work. The SCOPE of this AGREEMENT will be determined and modified by a cooperative approach between Trinsio and CUSTOMER as documented by Trinsio's customer information systems.

CONTACT INFORMATION AND RESPONSE. CUSTOMER understands and agrees to provide accurate and current 24x7x365 contact information to Trinsio without request. Trinsio agrees to make reasonable efforts to contact CUSTOMER when i) Trinsio is unable to perform all or part of the Managed Services specified in this agreement, or ii) one or more of

CUSTOMER'S DEVICES, SYSTEMS, OR APPLICATIONS TO BE SUPPORTED require service or support not covered by monthly service fees under contract to Trinsio.

FEES AND HOURLY RATE SCHEDULE. The Managed Services Fees include, but are not limited to, a base monthly fee plus additional hourly, setup, and service fees as specified in this agreement or in other written notifications. No services or fees will be included in the base monthly fee unless specified in this Agreement.

MANAGED SERVICES SCOPE. CUSTOMER AND Trinsio shall work together to establish a SCOPE of the Managed Services to be performed. Trinsio will document the scope electronically in Trinsio's online customer information systems. CUSTOMER agrees to provide NOTICE of any desired changes to the SCOPE and Trinsio shall inform CUSTOMER of mutually acceptable changes. CUSTOMER acknowledges that changes to the customer's equipment, software, or configuration constitute changes in SCOPE and will therefore may incur additional fees. CUSTOMER understands and agrees that it is difficult for Trinsio to anticipate or foresee any and all possible contingencies in the initial set-up or ongoing management of the SCOPE. CUSTOMER agrees that such unforeseen contingencies do not invalidate this AGREEMENT and that Trinsio is not liable for said contingencies. CUSTOMER agrees to be liable for all necessary hardware, software, configuration and personnel to implement and maintain the SCOPE.

DATA PROTECTION/DATA SECURITY/BACK-UP. CUSTOMER agrees to take any and all necessary steps or action for more than adequate Internet and Network security based on the magnitude of CUSTOMERS potential security risk including, but not limited to, monitoring sensitive data, employing a security consulting firm, creating regular back-ups of data, off site data storage, and creating redundancy so that possible service interruptions will not create hardship or liability for CUSTOMER. CUSTOMER and Trinsio may include these services in the scope of the Managed Services responsibilities.

NO LIABILITY FOR FIBERNET. CUSTOMER understands and agrees that Trinsio shall not be held liable for any reason if CUSTOMER has a breach or loss of security caused by any of the following including, but not limited to, as a result of or after Trinsio's installation of security equipment, as a result of or after security maintenance performed, or as a result of a lack of security maintenance performed. CUSTOMER agrees to indemnify and hold harmless Trinsio for any damages or liability that may result from said breach or loss of security.

"No Hire" Condition. While providing services, including Managed Services, and for a period of one year after the completion or termination of services to CUSTOMER, CUSTOMER will not directly or indirectly solicit, employ or retain in any capacity, or directly or indirectly offer to employ or retain in any capacity, any personnel of Trinsio except with express written permission of Trinsio.

ADDITIONAL DEFINITIONS: 1) Notification. An automated SERVICE which provides a pager or email message regarding a SERVICE to either a) CUSTOMER or b) Trinsio. If Trinsio is the Notification party indicated, the Response will be automatic -- meaning Trinsio will use its own judgment to determine if and how it will take action on the Notification. If CUSTOMER is the Notification party then Trinsio will take no action until requested by CUSTOMER. 2) Threshold. A percentage or a number, which, if exceeded may be configured to produce an automated Notification. 3) Probe. A network based query sent to determine status of a Device, Application, or Process. 4) Patch. An update to software. Trinsio may at its own discretion determine when or if to update software.

FEES AND HOURLY RATE SCHEDULE. The monthly SERVICE FEE shall be comprised of the sum of all the SERVICES subscribed to under this agreement including any Committed Support Hours but the monthly SERVICE FEE shall never be less than the Minimum Monthly Fee. INSTALLATION FEES and SET-UP FEES and support hours are performed on an hourly basis as per the HOURLY RATE SCHEDULE unless otherwise specified in this AGREEMENT.

THE INDIVIDUAL SIGNING THIS SERVICES AGREEMENT, ACKNOWLEDGES THAT HE/SHE IS AT LEAST EIGHTEEN YEARS OLD, HAS READ ALL PAGES OF AND ATTACHMENTS TO THIS AGREEMENT, UNDERSTANDS IT, AND, EITHER A) AGREES TO BE PERSONALLY BOUND BY ALL ITS TERMS AND CONDITIONS AS AN INDIVIDUAL OR B) AFFIRMS THAT HE/SHE HAS FULL POWER AND AUTHORITY TO REPRESENT AND OBLIGATE THE CUSTOMER IF IT IS A BUSINESS ENTITY. THE INDIVIDUAL OR SIGNOR FURTHER AGREES THAT THIS SERVICES AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE CUSTOMER AND Trinsio WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT AND ALL OTHER COMMUNICATIONS BETWEEN THE CUSTOMER AND Trinsio, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.