



GRINNELL FINANCE COMMITTEE REGULAR SESSION MEETING
MONDAY, AUGUST 18, 2025, AT 8:00 AM
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR OF CITY
HALL AND VIA ZOOM
[HTTPS://ZOOM.US/J/95561623990?PWD=DMT8KIBNRWQW3VMWJ1A
HPCVZJZJVDN.1](https://zoom.us/j/95561623990?pwd=DMT8KIBNRWQW3VMWJ1AHPCVZJZJVDN.1)

MEETING ID: 955 6162 3990
PASSCODE: 860644

TENTATIVE AGENDA

A. Roll Call:

B. Perfecting and Approval of Agenda:

C. Committee Business:

1. Consider approval of the FY 25 Street Finance Report.
2. Consider approval of a resolution approving an agreement with Heartland Business Systems to purchase anti-virus software, Crowdstrike, in the amount of \$400.00 a month. (See Resolution No. 2025-144)

D. Inquiries: Public Comment

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

E. Adjourn:

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Grinnell

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$20,958	\$210,833					\$231,791
Benefits - Roads/Streets	\$422	\$5,284					\$5,706
Training & Dues	\$217	\$545					\$762
Building & Grounds Maint. & Repair		\$820					\$820
Vehicle & Office Equip Operation and Repair		\$67,606					\$67,606
Operational Equipment Repair		\$15,282					\$15,282
Engineering		\$11,961			\$558,693		\$570,654
Legal					\$67		\$67
Street Maintenance Expense		\$4,840					\$4,840
Other Professional Services					\$39,971		\$39,971
Other Contract Services	\$159,800	\$33,281					\$193,081
Office Supplies	\$1,708						\$1,708
Operating Supplies		\$17,811					\$17,811
Postage & Safety		\$949					\$949
Other Supplies	\$1,944						\$1,944
Heavy Equipment			\$294,693				\$294,693
Street - Preservation		\$263,646			\$3,802,142		\$4,065,788



City Street Finance Report

Fiscal Year 2025

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Grinnell

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8/13/2025 12:25:34 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Principal Payment				\$180,000			\$180,000
Interest Payment				\$7,300			\$7,300
Transfer Out		\$417,300	\$2,873,611		\$1,936,085		\$5,226,996
Street Lighting		\$131,073					\$131,073
Traffic Control/Safety		\$27,389					\$27,389
Snow Removal		\$46,895					\$46,895
Depreciation & Building Utilities	\$15,012						\$15,012
Accounting/Recording	\$197						\$197
Street Cleaning		\$50,221					\$50,221
Snow Removal Salaries		\$81,862					\$81,862
Total	\$200,258	\$1,387,598	\$3,168,304	\$187,300	\$6,336,958		\$11,280,418



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Fiscal Year 2025

Grinnell

8/13/2025 12:25:34 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$83,955		\$0	\$0			\$83,955
Interest		\$47,397	\$10,750		\$64,374		\$122,521
State Revenues - Road Use Taxes		\$1,358,272					\$1,358,272
Local Contributions	\$57,164						\$57,164
Charges/fees	\$1,380				\$1,355,341	\$0	\$1,356,721
Contributions	\$27,394	\$740					\$28,134
Sale of Property & Merchandise	\$30,365	\$2,357					\$32,722
Transfer In		\$142,720	\$155,005	\$187,300	\$4,741,971		\$5,226,996
Total	\$200,258	\$1,551,486	\$165,755	\$187,300	\$6,161,686	\$0	\$8,266,485



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8/13/2025 12:25:34 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
GO Series 2016A	\$365,000	\$180,000	\$7,300	\$180,000	\$7,300	\$185,000
Total	\$365,000	\$180,000	\$7,300	\$180,000	\$7,300	\$185,000



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8/13/2025 12:25:34 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
International 4X2 Single Axle Dump Truck	2001	Purchased	\$73,000	No Change
International 7300 Single Axle Truck	2004	Purchased	\$69,000	No Change
Vermeer Stump/Brush Chipper	1989	Purchased	\$14,000	Sold
Husqvarna Concrete Saw	2018	Purchased	\$6,000	Sold
Global Street Sweeper	2020	Purchased	\$167,195	No Change
JD 524K 4WD Loader	2018	Purchased	\$125,979	No Change
International DumpTruck	2016	Purchased	\$81,200	No Change
International 4300 Boom Truck	2006	Purchased	\$125,976	No Change
Champion Series V Grader	1998	Purchased	\$107,649	No Change
International 7400 SBA 412	2007	Purchased	\$102,000	No Change
Case 621c Wheel Loader	2000	Purchased	\$52,000	No Change
International 7300 Single Axle Truck	2002	Purchased	\$66,000	No Change
Monroe Sander	2006	Purchased	\$6,000	Sold
Bobcat S185 Skid Steer Loader	2008	Purchased	\$31,747	No Change
SNOCO TRAILER	1982	Purchased	\$10,000	No Change
FREIGHTLINER 108SD DUMPTRUCK	2023	Purchased	\$203,000	No Change
INTERNATIONAL DUMP TRUCK	2012	Purchased	\$115,420	No Change
HENDERSON SPREADER	2012	Purchased	\$16,500	No Change
CASE TRACTOR	1994	Purchased	\$29,293	No Change
CASE 580SM BACKHOE	2003	Purchased	\$73,629	No Change
CRAFCO MELTER	2011	Purchased	\$33,000	No Change



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8/13/2025 12:25:34 PM

Description	Model Year	Usage Type	Cost	Purchased Status
BOBCAT PLANER	2008	Purchased	\$14,614	No Change
SNO GO SNOWBLOWER	2018	Purchased	\$100,000	No Change
2024 BOBCAT SKIDLOADER S64	2024	Purchased	\$50,000	No Change
HYD Breaker for Skid Loader	1995	Purchased	\$5,500	Sold
310SL JD Backhoe Loader	2018	Purchased	\$89,803	No Change
PJ DUMP TRAILER	2010	Purchased	\$10,000	No Change



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8/13/2025 12:25:34 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
2024 STREET PROJECT	\$269,682	\$271,222	InRoads, LLC.
PENROSE STREET PROJECT	\$443,923	\$443,923	MANATT'S, INC.
SUMMER STREET IMP PROJECT	\$537,747	\$538,347	MANATT'S, INC.



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City Street Finance Report

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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$909,906	\$3,016,975	\$0	\$2,351,456	\$0	\$6,278,337
SubTotal Expenses (-)	\$200,258	\$970,298	\$294,693	\$187,300	\$4,400,873		\$6,053,422
Transfers Out (-)		\$417,300	\$2,873,611		\$1,936,085		\$5,226,996
Subtotal Revenues (+)	\$200,258	\$1,408,766	\$10,750	\$0	\$1,419,715	\$0	\$3,039,489
Transfers In (+)		\$142,720	\$155,005	\$187,300	\$4,741,971		\$5,226,996
Ending Balance	\$0	\$1,073,794	\$14,426	\$0	\$2,176,184	\$0	\$3,264,404

Resolution Number:

Execution Date:

Signature:

RESOLUTION NO. 2025-144

RESOLUTION APPROVING MOVING ANTI-VIRUS TO CROWDSTRIKE MANAGED BY HEARTLAND BUSINESS SYSTEMS (HBS).

WHEREAS, the city of Grinnell desires to make sure their anti-virus is up to the standards needed to make sure business is being handled efficiently and securely; and

WHEREAS, the city of Grinnell and the Drake Community Library Board wish to have all email services handled by an IT provider;

WHEREAS, HBS has reviewed the city's anti-virus to make sure that they are able to provide the services the city of Grinnell needs; and

WHEREAS, the quotes outline the services HBS will be providing as follows:

- Anti-Virus \$400.00 monthly

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor is hereby directed and authorized to sign the quotes for Check Point Harmony services with HBS.

Passed and approved this 18th day of August 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, Assistant City Clerk/Finance Director

CrowdStrike Conversion

Quote #382808 v2



Prepared For:

City of Grinnell

 Alyssa Devig
 520 4th Avenue
 Grinnell, IA 50112

P: (641) 485-3042

E: adevig@grinnelliowa.gov

Prepared by:

Des Moines Iowa Area Office

 Keri McMahon
 7745 Office Plaza Dr N
 Suite 150
 West Des Moines, IA 50266

P: (515) 400-8296

E: kcmahon@hbs.net

Date Issued:

07.21.2025

Expires:

08.29.2025

Managed One Protect	Recurring	Qty	Ext. Recurring
Endpoint Protection - Secondary Recommendation (must have management agent on covered devices)			
Crowdstrike MSSP Defend AV/EDR - Add On Next-gen anti-virus with EDR. Continuous monitoring to capture endpoint activity so you know exactly what's happening — from a threat on a single endpoint to the threat level of the organization — through Falcon Insight™ endpoint detection and response (EDR) <i>HBS actively monitors the software to ensure it is functioning correctly, receiving updates, and reviews alerts. Remediation of any issues that may arise or be identified will be routed to the appropriate team and billed accordingly.</i>	\$4.00	100	\$400.00
CrowdStrike will replace existing Symantec and AVG licenses currently being used. Onboarding will be invoiced as T&M			
Monthly Subtotal:			\$400.00

Services	Price	Qty	Ext. Price
Estimated Professional Services	\$185.00	4	\$740.00
Subtotal:			\$740.00

Term	Qty
TERM	
One Year Term (12 Months)	
The prepared quote is based on the information provided by the client within the Client Preassessment form. Please be aware that the quantities of items may change as onboarding is occurring. If this happens, a separate charge for additional services onboarded will be billed accordingly.	

Quote Summary	Amount
Services	\$740.00
Total:	\$740.00

Monthly Expenses Summary		Amount
Managed One Protect		\$400.00
Monthly Total:		\$400.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

Acceptance			
Des Moines Iowa Area Office		City of Grinnell	
Keri McMahon		Alyssa Devig	
Signature / Name		Signature / Name	Initials
07/21/2025			
Date		Date	

Managed Services Agreement

Managed Service Agreement

THIS AGREEMENT is entered into between Heartland Business Systems, LLC, a Wisconsin limited liability company ("Provider"), with its principal offices located at 1700 Stephen Street, Little Chute, WI 54140, and City of Grinnell ("Customer").

The terms of this Agreement include Provider's Standard Terms and Conditions located at <http://www.hbs.net/standard-terms-and-conditions> ("ST&C"), which are incorporated herein by reference. Should any term contained in this Agreement directly conflict with any term in the ST&C, this Agreement shall control.

ARTICLE I

CUSTOMER REQUIREMENTS

A. In order to allow Provider to perform the services described herein ("Services"), Customer shall provide the following:

1. Access. Remote access to Customer's network, and for any required on-site Services, physical access to Customer's facilities and network (collectively the "Customer Environment") to provide the Services. Additional access requirements may be set forth within this Agreement.
2. Internet. Adequate bandwidth, including sufficiently low latency and packet loss, for connectivity to the Internet.
3. Hardware. Industry standard server, routing and firewall appliances, and such appliances shall have current manufacturer warranties. Customer authorizes Provider to contact the applicable manufacturers on behalf of Customer for support if needed. In the event that Provider agrees to provide remediation of any hardware failure, Provider shall separately invoice Customer for such work on a time and materials ("T&M") basis at the applicable hourly rates.
4. Existing Environment. In order for the Customer's Environment to qualify for Services, all equipment, including PCs, Laptops, Servers, Switches, Routers, Firewalls, and Wireless controllers, must be running currently supported software versions as approved by the manufacturer. All equipment, with the exception of end user PCs or workstations, must be covered by a manufacturer warranty and also protected by a current support contract. However, equipment that initially meets these requirements may prove to be chronically failing, as determined by Provider. In the event that this occurs, Customer shall be required to replace such equipment, or such equipment shall no longer be subject to this Agreement.

B. In order to allow Provider to perform the Services, Customer warrants and represents to Provider as follows:

1. Software. That all its software licensing is genuine and that its support agreements are current. Customer authorizes Provider to contact the applicable software vendors on behalf of Customer for support in accordance with the provision of the Services.
2. Data Security and Protection. That the Customer Environment is protected by industry standard security and virus protection software.
3. Proper Backup. That Customer's data and system has been properly backed up prior to the commencement of any services provided by Provider, and Customer understands that Provider shall have no liability whatsoever, under any circumstances, for any damages that Customer suffers from Customer's failure to backup data.

C. Customer Contact. Customer shall only have its authorized personnel contact the Service Desk. Contact may be by phone, email, Customer portal, or computer agent. Customer shall provide a complete description of the issue

and point of contact information including name, telephone number, and email. Customer shall provide details regarding the urgency of the case, and Customer shall communicate this information within a reasonable time after becoming aware of the issue.

D. Additional Fees. In the event that Provider is delayed in the performance of the Services by Customer's failure to comply with any obligation in this Agreement, Provider shall separately invoice Customer for such additional time on a T&M basis at the applicable hourly rates.

ARTICLE II

ADDITIONAL TERMS AND CONDITIONS

A. Invoicing and Payment Terms. Provider shall invoice Customer as described in the attached Quote, which shall include monthly invoices for the recurring costs listed in the Quote. For monthly or yearly subscription-based licenses or services, Provider shall have the right to adjust billed quantities based on Customer's monthly or yearly consumption, as applicable. Customer may also request an adjustment to the quantities needed on a monthly basis, and Provider shall have the right to approve or disapprove any such adjustment. Any products or services requested by Customer that fall outside of the terms of this Agreement shall be billed separately. Provider shall have the right to update the pricing for this Agreement at any time by providing thirty (30) days' prior written notice to Customer.

B. Failure to Pay. Any invoice, whether for this Agreement or any other products or services provided by Provider, remaining unpaid after its due date shall be grounds for Provider to immediately withhold any Services covered by this Agreement or any other products or services, and shall be a default. In the event of a default, Provider shall have the right, prior to providing any notice of default, to accelerate the payment of all amounts owed by Customer, which shall become immediately due and payable without notice or demand. If Provider brings legal action to collect any amounts owed, Provider shall be entitled to recover all its costs, expenses, disbursements, and attorneys' fees.

C. Travel Expenses. Travel shall be billed one-way from the nearest Heartland office regardless of engineer location.

D. Telco Fees. In the event that Provider agrees to provide services involving Customer's telephone or communications providers or related circuitry, Provider shall separately invoice Customer for such work on a T&M basis at the applicable hourly rates.

E. Term. The term of this Agreement shall commence on the Agreement effective date and shall continue each month until terminated pursuant to the following section.

F. Termination by Either Party. In the event that the attached Quote contains a specific initial term (which shall also include any renewal terms), Customer shall not have the right to terminate this Agreement during such term for any reason. This Agreement shall remain in effect following the expiration of such term, and either party shall have the right to terminate this Agreement on or after the expiration of such term by providing at least thirty (30) days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month. In the event that the attached Quote does not contain a specific initial term, either party shall have the right to terminate this Agreement at any time by providing at least thirty (30) days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month.

G. Termination for Breach. In the event of a default by one party, the non-defaulting party may provide written notice of the default and may terminate this Agreement at any time following the expiration of a reasonable opportunity to cure such default; provided that, if the defaulting party has cured the default prior to the expiration of such cure period, this Agreement shall remain in effect. For purposes of this Agreement, a "reasonable opportunity to

cure” shall be ten (10) days for a monetary or payment default and thirty (30) days for a non-monetary or non-payment default. In the event of a subsequent default of any type, the non-defaulting party may immediately terminate this Agreement without any notice or opportunity to cure. Furthermore, in the event of a default by Customer, Provider may pursue any rights or remedies that are available at law or equity, and Provider shall not be required to provide any additional services of any type, including but not limited to the transferring, providing or copying of any data or administrative access credentials, unless Customer has first paid all amounts owed to Provider and the amount charged by Provider for such additional services.

H. Indemnification. Customer shall indemnify, defend and hold harmless Provider from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys’ fees) arising out of: (i) any breach of this Agreement by Customer; or (ii) any breach of any of the representations or warranties made by Customer in this Agreement; and (iii) any alleged violation of any rights of another, including, but not limited to, Customer’s use of any content, trademark, service mark, trade name, copyrighted or patented material, or other intellectual property of its own or of any third party. The indemnification rights are independent of, and in addition to, such rights and remedies as Provider may have at law or in equity or otherwise.

I. Limitation of Liability. The Services shall be provided in substantial conformance with this Agreement and any attached documents. Except for the foregoing, Provider makes no warranties or representations of any kind. Except as specifically provided in this Agreement, Provider shall have no liability or responsibility to Customer or to anyone else with respect to any liability, loss, or damages arising out of, or relating to, the operation or non-operation of the Services. Provider hereby specifically disclaims any and all other warranties, whether express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose in connection with this Agreement or Provider’s provision of, or failure to provide, the Services. In addition, Provider shall not be liable for any indirect, incidental, consequential, reliance, punitive or special damages. Notwithstanding anything else contained herein, the sole and entire maximum liability of Provider to Customer for any and all proven loss, claim, damages or liability of any kind (including but not limited to contract, tort or otherwise) with respect to all Services provided by Provider and any act or omission of Provider will consist of a duty to refund not more than the total amount actually paid by Customer to Provider during the one-year period immediately preceding such loss, claim, damage or liability.

J. Service Operation Disclaimer. Customer authorizes Provider to view any information related to the process of performing system repairs or improvements. Customer also authorizes Provider to delete, change, or rewrite any information to the extent necessary to complete any system repair or improvement in a manner consistent with industry standards and practices.

K. Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt (or refusal of receipt) if delivered personally, (b) when sent by electronic mail or facsimile transmission, (c) when sent by overnight courier service, (d) when mailed by first class mail, postage prepaid, or (e) when mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses, or to such other address as a party may designate in writing:

If to Provider:

Heartland Business Systems, LLC

Attention: Legal Department

1700 Stephen Street

Little Chute, WI 54140

If to Customer:

Address Specified in Quote

ARTICLE III

RENTAL OF EQUIPMENT

In the event that the Quote attached hereto includes the rental of any equipment, the following supplemental terms and conditions shall apply to such rental of equipment.

A. **Rental of Equipment.** Provider hereby rents to Customer and Customer hereby rents from Provider the equipment described in the Quote attached hereto (the "Equipment") for the rental amount and on the terms set forth in this Agreement. This is a rental only and Customer will have no right, title or interest in or to the Equipment except for the use of the Equipment as described in this Agreement. This shall be treated as a true rental for federal and applicable state income tax purposes with Provider having all benefits of ownership of the Equipment. Provider shall have the right to file a Uniform Commercial Code Financing Statement for this Agreement, at Customer's expense.

B. **Term.** This Equipment rental, unless terminated earlier in accordance with the terms of this Agreement, shall continue for the term listed in the Quote. Notwithstanding Article II.F., the Equipment rental shall not extend beyond the expiration of the term listed in the Quote.

C. **Rental.** Customer shall pay Provider monthly rental and other payments according to the Quote. Customer shall pay all costs, expenses, fees, charges, and taxes (other than federal and state income taxes on the income of Provider) incurred in connection with the registration, delivery, use or operation of Equipment during the term.

D. **Delivery.** If Provider is not retaining the Equipment at Provider's premises, Customer shall be responsible for all costs of shipping the Equipment to Customer's premises, installation, and set up, and all costs of shipping the Equipment back to Provider upon termination or expiration of the term.

E. **Location.** If Provider is not retaining the Equipment at Provider's premises, Customer shall keep the Equipment in Customer's possession and control at Customer's premises or such other location as Provider may consent in writing. Upon request, Customer will advise Provider as to the exact location of the Equipment. Provider may inspect the Equipment during normal business hours, and Customer shall provide Provider access for such purpose.

F. **Operation.** Customer will operate the Equipment carefully and properly in compliance with all applicable governmental, insurance and manufacturer's warranty requirements and all manufacturer's instructions.

G. **Alterations.** Customer shall not make any alterations, additions or improvements to any Equipment which detract from its economic value or functional utility.

H. **Maintenance.** Customer shall, at its expense (i) maintain the Equipment in good condition, and repair, in accordance with all manufacturer's instructions and warranty requirements and all legal requirements, and keep the Equipment free from any ransomware, malware, spyware, viruses and similar devices, and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Equipment.

I. **Surrender of Equipment.** Upon the termination or expiration of the term, Customer shall surrender the

Equipment to Provider by delivering the Equipment to Provider in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

J. Risk of Loss. Customer assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Equipment from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to any Equipment, Customer shall give Provider prompt notice of the Casualty Occurrence and thereafter will place the applicable Equipment in good repair, condition and working order; provided, however, that if the applicable Equipment is determined by Provider to be lost, stolen, destroyed or damaged beyond repair, Customer agrees to pay Provider no later than the date thirty (30) days after the date of the Casualty Occurrence all amounts owed. Upon such payment, this Agreement will terminate with respect to such Equipment.

K. Insurance. Customer shall procure and continuously maintain all risk insurance against loss or damage to the Equipment from any cause whatsoever for not less than the full replacement value, naming Provider as loss payee. Such insurance must be in a form and with companies approved by Provider, must provide at least thirty (30) days advance written notice to Provider of cancellation, change or modification in any term, condition, or amount of protection provided therein, must provide full breach of warranty protection and must provide that the coverage is "primary coverage." Customer shall provide Provider with an original policy or certificate evidencing such insurance.

L. Customer shall indemnify, defend and hold Provider harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys' fees) that may arise out of any loss, damage, theft or destruction of any Equipment, or that may arise out of the use, operation or condition of any Equipment.

M. Additional Remedies. Upon the occurrence of a default by Customer as described in Article II.G., Provider shall also have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following additional remedies: (a) Provider may demand and receive immediate possession of any or all of the Equipment from Customer, without releasing Customer from its obligations under this Agreement; if Customer fails to surrender possession of the Equipment to Provider on default (or termination or expiration of the term), Provider shall have the right to enter upon any premises where the Equipment may be located and to remove and repossess the Equipment; (b) Provider may enforce performance by Customer of its obligations under this Agreement; (c) Provider may recover damages and expenses sustained by Provider by reason of Customer's default including all costs, expenses, and attorneys' fees; (d) upon written notice to Customer, Provider may terminate Customer's rights with regard to the Equipment. The remedies set forth in this section are in addition to any other remedy provided in this Agreement or any other remedy provided by law or in equity.

N. Transfer. Customer will not sell, lease, transfer an interest in or allow a lien against the Equipment or transfer any obligation under this Agreement.

O. Warranty. All Equipment and parts provided by Provider are provided on an "as is" and "as available" basis. Provider has not, and does not, make any warranties, whether express or implied. This disclaimer of warranties includes the warranties of fitness for a particular purpose, warranties of merchantability or warranties of title.

ARTICLE IV

SECURITY MONITORING AND TESTING

In the event that the Quote attached hereto includes any security monitoring and testing services, the following

supplemental terms and conditions shall apply to such services.

A. Certain laws prohibit any unauthorized attempt to test, monitor or penetrate computer systems. Customer acknowledges and authorizes all Provider consultants engaged on this service and project to perform the security services. Furthermore, Customer acknowledges that all services provided under this Agreement constitute authorized access to Customer's information systems.

B. Provider's security consultants will perform security testing and monitoring that could unintentionally be disruptive to the targeted system(s), and such security consultants may unintentionally be provided access to confidential information. Testing and monitoring include network-based vulnerability identification, patch/hotfix and configuration checking, and monitoring system security. Customer acknowledges and agrees to the following:

1. Customer certifies that Customer has the legal right to agree to these terms and conditions for the IP addresses and URLs provided to Provider.
2. Customer authorizes Provider to perform security testing and system security monitoring activities of Customer's selected network assets.
3. The various reconnaissance and network testing will likely produce alerts by network and host-based intrusion detection systems.
4. Large amounts of log messages may be generated, resulting in excessive log file disk space consumption.
5. The operational availability of Customer's systems and network may be temporarily degraded or halted during the testing and monitoring.
6. While rare, it is possible that computer systems or network devices may become unresponsive or crash as a result of testing and monitoring. This will require Customer to "reset" the system.
7. Customer hereby accepts all risks associated with these services, and Customer accepts all responsibility for the consequences of a system failure that may be caused by these services.

SCHEDULE A: SCOPE OF MANAGED SERVICES

The scope of managed services provided may vary depending on the exact services purchased. The scope of services may include the following:

Reporting, Management, and Tracking

Provider will provide monthly reports detailing:

- Service tickets - Opened, Resolved, In Progress
- Asset inventory under management
- Time usage for service tickets
- Monitored alerts for assets under management

Alert Notifications

When an alert is generated from Provider's monitoring platform, Provider's Service Desk will receive the notification

and contact Customer based on the escalation policy defined during onboarding. Escalation may include a phone call or email to Customer staff or Provider service personnel.

Diagnosis and Troubleshooting

Network diagnosis and support issues shall be performed remotely for all network devices covered with a managed services plan under this Agreement. Any remediation efforts shall be invoiced separately on a T&M basis at the applicable hourly rates.

Customer authorizes Provider to install a remote support agent on applicable devices so as to enable remote monitoring and allow Provider access to the managed systems.

Additional line of business application updates by Provider that are not listed in this Agreement shall be subject to additional monthly fees.

Patching

If Customer's managed services include patching of servers or workstations, patching will be automated and conducted on a scheduled basis via automated patching application. Patching includes various levels of security patches, but does not include Windows feature pack updates.

Provider shall only conduct patching during the approved patching window as designated by Customer during onboarding, unless otherwise agreed upon by the parties. Patching will be conducted on a best efforts basis, based upon Provider's recommended patching policies. Patch applications troubleshooting for specific devices shall be invoiced separately on a T&M basis at the applicable hourly rates.

Manual patching of servers or applications is not included unless expressly stated in the attached Quote.

Patching often requires systems to be rebooted. Automated reboots will take place during the patching window. Customer must ensure that all documents are saved prior to the scheduled patching window. Provider shall not be liable for any loss or damages, including lost changes to open documents, that occur as a result of patching.

Out of Scope.

Any work or material not specifically identified in this document or the attached Quote is not included in this Agreement.

SCHEDULE B: PROVIDER STANDARD SLA

Help Desk Schedule

Business Hours: Monday - Friday 7:00 am – 6:00 pm CST, not including holidays.

After Hours: Engineers are on call 24x7.

Support Requests shall be made by Customer via phone or email as noted below:

Help Desk Phone Number: 1-844-626-2443

Help Desk Email Address: ManagedOne@hbs.net

After-hours rates apply for any work performed outside of the business hours stated above. For after-hours or emergency work, Customer must call the phone number above, leave a voicemail, and the on-call engineer will return

the call promptly. Email tickets submitted after hours will be responded to the next business day.

The following response times apply to telephone calls, voice messages, or monitored alerts received by the Service Desk during the normal business hours stated above. Problems reported by e-mail to the Service Desk, or cases created in the Customer Portal, will be responded to within 24 hours. Emergency tickets must be called in to receive top priority.

Minimum .25 hour charge applies per support request at the applicable support rate.

Priority	DEFINITION	Response Time	Resolution Time	Escalation Time
0	Urgent - Site down. Operation of a critical business system is stopped or severely restricted, stopping production or operations. No workaround is available.	1 hour	ASAP Best Effort	2 hour
1	High – Site at risk or performance severely degraded. Operation of a critical business system is stopped or severely restricted, but does not stop production or operations. No workarounds or short-term workarounds are available, but restricted operations can continue.	4 hours	ASAP Best Effort	8 hours
2	Medium – Performance impaired. Problems that impair the operation of the Customer’s existing system, yet most business operations remain functional. This can be a minor problem with no major effect on business operations, or a major problem where an acceptable workaround exists.	8 hours	ASAP Best Effort	24 hours
3	Low – General assistance. Business process can continue, one user affected. Information or assistance on product capabilities, installation, or configuration. There is minimal impact on business process.	24 hours	ASAP Best Effort	72 hours

Version 2025.1

Data Center Agreement**Master Data Center Agreement****(Version 2024.1)**

THIS AGREEMENT is entered into between Heartland Business Systems, LLC, a Wisconsin limited liability company (“Provider”), and Customer (“Customer”). The terms of this Agreement include Provider’s Standard Terms and Conditions located at <http://www.hbs.net/standard-terms-and-conditions> (“ST&C”), which are incorporated herein by reference. Should any term contained in this Agreement directly conflict with any term in the ST&C, this Agreement shall control.

ARTICLE I**PROVISION OF SERVICES AND RELATED EQUIPMENT**

A. **Services.** Provider shall provide to Customer those services (the “Services”) specifically identified on the attached Quote. Unless the parties mutually agree otherwise in writing, the transmission facilities through which Provider provides the Services to Customer need not be dedicated to the provision of Services exclusively to Customer; and Provider shall be entitled to utilize such facilities for the transmission of other data, or the provision of Services to other customers, provided such other utilization of these facilities does not interfere with Customer’s use of the Services. The Services shall be functional in all material respects and available for Customer’s use by the date of first availability identified on the Quote.

B. **Availability of Services.** Provider shall use commercially reasonable efforts to ensure the continuous availability of the Services without interruption. Notwithstanding the prior sentence, Customer acknowledges and agrees that, from time to time, the Services may be temporarily unavailable during periods of testing, maintenance, repair, or during other periods caused by events of force majeure.

Availability/Service Credit: Provider attempts to make the Services accessible 24/7, with a 99.9% targeted uptime. The issuance of any service credits to Customer is governed by the chart listed below. Unavailability is a condition in which there is unavailability of the Services due to hardware failure OR sustained packet loss in excess of fifty percent within Provider’s facilities for at least two consecutive hours due to a failure of Provider to provide Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance or inability of a user to connect with the Services due to Internet or telecommunications problems or any other issues outside the control of Provider. In order to receive any service credit, Customer must notify Provider within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer’s right to receive a service credit. The aggregate maximum number of service credits to be issued by Provider to Customer for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits shall be issued as followed:

Length of Unavailability (per calendar month)	Service Credit
24 to 48 hours of aggregate unavailability below 99.9%	1 day of service fees credited (i.e.: 1/30 monthly fees)
48 to 96 hours of aggregate unavailability	2 days of service fees credited

below 99.9%	(i.e.: 1/15 monthly fees)
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* Each block of 96 hours of aggregate unavailability thereafter shall be credited 5 days of service fees.

* All Service Credit shall be applied to the next month's invoice.

C. Use of Services.

1. Customer represents and warrants that it will not use the Services or otherwise engage in any activities: that constitute or encourage a violation of any applicable law or regulation, including, but not limited to, the sale of illegal goods, or the violation of export control or obscenity laws; that defame, impersonate, or invade the privacy of any third party or entity; that infringe the rights of any third party, including, but not limited to, the intellectual property, business, contractual, or fiduciary rights of others; that are in any way connected with the transmission of "junk mail," "spam," or the unsolicited mass distribution of e-mail, or with any unethical marketing practices; that cause the reselling or transfer for value of any Services; or that removes any copyright ownership information, or falsifies such information, on any files uploaded, downloaded, made publicly available through, or transmitted via Provider's system.

2. Provider reserves the right, at any time, to refuse to host or discontinue hosting any Web site or Internet connection which Provider believes, in its sole discretion: offers for sale goods or services, or uses or displays materials, that are illegal, obscene, vulgar, offensive, dangerous, or are otherwise inappropriate; received a significant number of complaints for failing to be reasonably accessible to customers or to timely fulfill customer orders; has become the subject of a government complaint or investigation; has violated or is alleged to have violated any local, state, or federal law or regulation; has violated or is alleged to have violated the rights or interests of any person or entity; impairs or threatens to impair the functionality of servers owned or operated by Provider, or other Web sites hosted or maintained by Provider on its own behalf or for the benefit of other customers; or has violated or threatens to violate this Agreement.

3. Customer explicitly licenses Provider to make copies of any copyright protected materials necessary to provide the Services to Customer and to make any copies necessary to preserve and maintain Provider's system and Customer's files and electronic mail.

4. Customer explicitly licenses Provider to make copies, without limitation, of any copyrighted materials submitted to a public forum maintained on Provider's system, or submitted to any forum to which Provider provides access. This clause cannot be modified by either party unless any modification is in writing and signed by both parties.

5. Unattended Forms. Customer shall not run any programs or software that continually send data over or access Provider's system, or run any programs or software on Provider's system unattended, unless such use has been approved in writing by Provider.

D. Equipment.

1. Installation, Operation, and Maintenance of Equipment. Provider shall install, construct, operate, and maintain all cable, equipment, and other facilities necessary to provide the Services to Customer up to a point of demarcation identified by Provider. Unless the parties mutually agree otherwise in writing, Customer shall be responsible for the installation, construction, operation, and maintenance of all cable, equipment, software, licensing

and other facilities necessary to utilize the Services from and after the point of demarcation. To the extent necessary, Customer shall, at no cost to Provider, grant to Provider and its agents access, including any necessary or required easement, to Customer's premises as may be necessary for Provider to install, construct, operate, or maintain any cable, equipment, software, licensing or other facilities, to otherwise provide the Services to Customer. Except in emergency situations (which shall be determined by Provider, in its reasonable judgment), Provider will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering upon Customer's premises to engage in any of the foregoing activities.

2. **Responsibility for Equipment.** Except as otherwise specified in the Quote, neither party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment, or materials owned by the other party; provided, however, that each party shall be responsible to the other for any damage or harm, including damage caused by environmental conditions at a party's location, or by the negligence or willful misconduct of the other party. Customer shall be responsible for maintaining sufficient insurance coverage to cover damage to Customer's physical property, whether located at Customer's premises or at Provider's premises.

3. **Title and Control of Facilities.** Title to equipment or facilities owned by Provider and used in any fashion to provide Services shall remain with Provider. Customer shall keep all such equipment and facilities located on Customer's premises free and clear of all liens, encumbrances, and security interests, and shall not tamper with or allow the same to be moved or tampered with by any person not authorized by Provider to do so. Customer shall also keep all such equipment and facilities secure and free from environmental hazards.

4. **Access to Equipment and Facilities upon Termination or Expiration of Agreement.** Customer shall grant Provider access to all of Provider's equipment and other facilities in or about Customer's premises for purposes of removing the same during the thirty (30) days immediately following the expiration or termination of this Agreement by either party and for any reason. Such access shall be granted during normal business hours and shall afford Provider sufficient time and opportunity to remove its equipment and other facilities from Customer's premises.

E. **Procurement of Access Rights.** Customer shall, at its expense, procure all necessary rights of way, easements, franchises, licenses, conduit rights, building entrance rights, landlord consents, and other rights and grants of authority which are necessary or desirable for Provider to provide the Services to Customer.

F. **Security of Transmitted Information.** When applicable, Customer shall incorporate Secure Socket Layer ("SSL"), or substantially equivalent technology, to transmit sensitive Customer information (such as payment information, credit card information, social security numbers and medical information protected by HIPAA) over the World Wide Web. Notwithstanding the incorporation of such technology into the Services delivered to Customer, Provider shall not be liable to Customer or any third party for the failure of such technology to maintain the confidentiality of any information transmitted by, from, or to Provider pursuant to this Agreement, or in connection with the Services provided to Customer.

G. **Virtual Private Network Security.** Provider's VPN security shall comply with the following NIST Publications:

<https://csrc.nist.gov/pubs/sp/800/52/r2/final>

<https://csrc.nist.gov/pubs/sp/800/77/r1/final>

<https://csrc.nist.gov/pubs/sp/800/113/final>

H. Customer Responsibility of Hosted Software.

1. General. "Hosted Software" shall mean any third-party software that is installed on a remote server which users can access and use through the Internet. Customer acknowledges that with respect to the Hosted Software, all the design, development, operation, support and maintenance of the Hosted Software program is Customer's full financial responsibility. In addition, any Web site owned or operated by Customer; any telecommunication equipment and software owned or operated by Customer; all computer network hardware and software owned and operated by Customer; and all associated software licensing, services, support, maintenance, upgrades, and renewal costs of all items owned or operated by Customer is Customer's full financial responsibility. Customer also acknowledges that in respect to the Hosted Software, Provider's only responsibility is to provide the Services as outlined in this Agreement. Customer further acknowledges that no system on the Internet can be guaranteed safe from unauthorized intrusion, and therefore any confidential or other information stored on or transmitted through Provider's system is stored or transmitted at Customer's sole risk.

2. Hosted Software Content. "Hosted Software Content" shall mean any data provided by Customer. Customer represents and warrants that: (i) Customer owns or has sufficient rights in and to Hosted Software and the Hosted Software Content, including without limitation, personal, medical and financial information contained within the Hosted Software content, in order to use, and permit use of, the Hosted Software content as contemplated in this Agreement; and (ii) the Hosted Software Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Customer also acknowledges that Hosted Software Content may be stored on servers located within the United States or accessed by Provider's support personnel in the United States, and hereby authorizes such access and storage. Provider only provides access to the Hosted Software. Provider does not operate or control the information, services, opinions or other content of the Internet. Provider does not monitor and shall have no liability or responsibility whatsoever for the Hosted Software Content or any transmissions or communications transmitted or otherwise disseminated via the Services. Customer agrees that it shall make no claim whatsoever against Provider relating to the Hosted Software Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Customer shall indemnify and hold Provider harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Hosted Software Content.

3. Configuration and Support. Customer shall maintain and update DNS records for all domains, and Customer shall be fully responsible for DNS configuration. Customer shall provide level 1 support including, but not limited to initial incoming calls and basic level troubleshooting. Customer shall be responsible for reconfiguring and setting up all mail clients for each individual user account on each computer.

4. Domain Names. In the event that the Quote attached hereto includes the purchase of any domain names, the following shall apply. Customer's purchase of domain names shall automatically renew for successive one (1) year terms, subject to any price adjustment, unless Customer provides written notice to Provider of its intent not to automatically renew prior to the expiration of the then current term. Provider shall have the right to adjust the pricing for each renewal term by providing notice to Customer prior to the expiration of the then current term.

ARTICLE II

COMPENSATION AND PAYMENT TERMS

A. Compensation to Provider. As compensation for the Services provided hereunder, Customer shall pay to

Provider the rates and other charges identified on the Quote for Services provided or made available to Customer during the period identified on Provider's invoice to Customer. For monthly or yearly subscription-based licenses or services, Provider shall have the right to adjust billed quantities based on Customer's monthly or yearly consumption, as applicable. Customer may also request an adjustment to the quantities needed on a monthly basis, and Provider shall have the right to approve or disapprove any such adjustment. Any products or services requested by Customer that fall outside of the terms of this Agreement shall be billed separately.

B. Taxes and Other Charges. There may be added to any charges under the paragraph above, an amount equal to industry-wide surcharges and/or fees and surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, or with respect to this Agreement, excepting only taxes on the income of Provider. Furthermore, service order charges apply to certain Services and Customer will also be charged for those amounts.

C. Payment. Provider shall render an invoice in accordance with Provider's usual and customary billing cycle for Services delivered or made available to Customer during each preceding month during the Term. Customer shall pay each invoice in full within thirty (30) days of the date of each invoice. Any invoice, whether for this Agreement or any other products or services provided by Provider, remaining unpaid after its due date shall be grounds for Provider to immediately withhold any Services covered by this Agreement or any other products or services, and shall be a default. In the event of a default, Provider shall have the right, prior to providing any notice of default, to accelerate the payment of all amounts owed by Customer, which shall become immediately due and payable without notice or demand. If Provider brings legal action to collect any amounts owed, Provider shall be entitled to recover all its costs, expenses, disbursements, and attorneys' fees.

ARTICLE III

TERM AND TERMINATION

A. Term. This Agreement shall become effective on the later to occur of: (i) the date first written above; or (ii) the date upon which both parties have executed this Agreement (hereinafter, the "Effective Date" of this Agreement). Provider shall utilize commercially reasonable efforts to make the Services available to Customer as soon as possible; and the Services shall be available to Customer, subject to the terms and conditions hereof, for that period commencing on the Effective Date and continuing until termination as described herein. In the event that the attached Quote contains a specific initial term, Customer shall not have the right to terminate this Agreement during such term. This Agreement shall remain in effect following the expiration of such term, and either party shall have the right to terminate this Agreement on or after the expiration of such term by providing at least thirty (30) days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month. In the event that the attached Quote does not contain a specific initial term, either party shall have the right to terminate this Agreement at any time by providing at least thirty (30) days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month.

B. Default. In the event of a default by one party, the non-defaulting party may provide written notice of the default and may terminate this Agreement at any time following the expiration of a reasonable opportunity to cure such default; provided that, if the defaulting party has cured the default prior to the expiration of such cure period, this

Agreement shall remain in effect. For purposes of this Agreement, a “reasonable opportunity to cure” shall be ten (10) days for a monetary or payment default and thirty (30) days for a non-monetary or non-payment default. In the event of a subsequent default of any type, the non-defaulting party may immediately terminate this Agreement without any notice or opportunity to cure. Furthermore, in the event of a default by Customer, Provider may pursue any rights or remedies that are available at law or equity, and Provider shall not be required to provide any additional services of any type, including but not limited to the transferring, providing or copying of any data or administrative access credentials, unless Customer has first paid all amounts owed to Provider and the amount charged by Provider for such additional services. In the event that this Agreement is terminated due to a default by Customer, Provider shall have no obligation to retain any data provided by Customer. Provider may delete such data without demand or notice, and Provider shall have no liability for taking such action.

C. **Changes in Legislation.** Should any changes in legislation or law require any changes to this Agreement or any Services provided by Provider, Provider reserves the right to make any such changes, as are determined necessary or prudent to be compliant, at Provider’s sole discretion, without giving Customer advanced notice. If such changes are made, Provider shall provide notice of any changes within a reasonable time period. In event of such changes, Customer may terminate the Services without a required notice period, provided that Customer shall pay for all Services provided through the date of the effective termination.

D. **Effect of Early Termination.** The termination of this Agreement for any cause shall not release either party hereto from any liability which at the time of termination has already accrued to the other party hereto, or which thereafter may accrue with respect to any act or omission prior to termination, or from any obligation which is expressly stated herein to survive termination. Termination of this Agreement in accordance with its terms shall be without prejudice to any other rights or remedies of the parties.

ARTICLE IV

INDEMNIFICATION AND LIMITATION OF LIABILITY

A. **Indemnification.** Customer shall indemnify, defend and hold Provider harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys’ fees) that may arise out of: (i) any breach of this Agreement by Customer; (ii) any breach of any of the representations or warranties made by Customer in this Agreement; and (iii) any alleged violation of any rights of another, including, but not limited to, Customer’s use of any content, trademark, service mark, trade name, copyrighted or patented material, or other intellectual property of its own or of any third party. Customer shall also indemnify, defend and hold Provider harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys’ fees) that may relate to or arise out of any violation of the General Data Protection Regulation (GDPR) (EU) 2016/679, as amended from time to time, or any related law, rule, regulation or order, by Customer or its officers, employees, and agents. The indemnification rights are independent of, and in addition to, such rights and remedies as Provider may have at law or in equity or otherwise.

B. **LIMITATION OF LIABILITY.**

1. **IN GENERAL.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PROVIDER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR TO ANYONE ELSE WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGES ARISING OUT OF OR RELATING TO THE OPERATION OR NON-OPERATION OF THE SERVICES. PROVIDER HEREBY SPECIFICALLY DISCLAIMS

ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT OR PROVIDER'S PROVISION OF, OR FAILURE TO PROVIDE, THE SERVICES.

2. NO LIABILITY FOR CONTENT. THE CONTENT THAT CUSTOMER MAY ACCESS OR DELIVER THROUGH ANY SERVICES IS PROVIDED BY INDEPENDENT CONTENT PROVIDERS, OVER WHICH PROVIDER DOES NOT EXERCISE AND DISCLAIMS ANY CONTROL. PROVIDER NEITHER PREVIEWS CONTENT NOR EXERCISES EDITORIAL CONTROL, DOES NOT ENDORSE ANY OPINIONS OR INFORMATION ACCESSED THROUGH ANY SERVICE, AND ASSUMES NO RESPONSIBILITY FOR ON-LINE CONTENT. PROVIDER SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED IN USING THE SERVICES.

3. DAMAGE, LOSS, OR DESTRUCTION OF SOFTWARE FILES AND/OR DATA. PROVIDER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF CUSTOMER'S HARDWARE, SOFTWARE, FILES, DATA, OR PERIPHERALS WHICH MAY RESULT FROM CUSTOMER'S USE OF THE SERVICES, OR FROM THE INSTALLATION, MAINTENANCE, OR REMOVAL OF ANY SERVICE OR RELATED EQUIPMENT OR SOFTWARE. PROVIDER DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM WITHIN ANY PERIOD OF TIME.

4. NO CONSEQUENTIAL DAMAGES. EXCEPT FOR INDEMNIFICATION REQUIREMENTS, AND EXCEPT FOR DAMAGES RESULTING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, RECKLESSNESS, OR PERSONAL INJURY OR DEATH, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY.

5. MAXIMUM LIABILITY. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF PROVIDER TO CUSTOMER FOR ANY AND ALL PROVEN LOSS, CLAIM, DAMAGES OR LIABILITY OF ANY KIND (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT OR OTHERWISE) WITH RESPECT TO ALL SERVICES PROVIDED BY PROVIDER AND ANY ACT OR OMISSION OF PROVIDER WILL CONSIST OF A DUTY TO REFUND NOT MORE THAN THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO PROVIDER DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING SUCH LOSS, CLAIM, DAMAGE OR LIABILITY.

ARTICLE V

RENTAL OF EQUIPMENT

In the event that the Quote attached hereto includes the rental of any equipment, the following supplemental terms and conditions shall apply to such rental of equipment.

A. Rental of Equipment. Provider hereby rents to Customer and Customer hereby rents from Provider the equipment described in the Quote attached hereto (the "Equipment") for the rental amount and on the terms set forth in this Agreement. This is a rental only and Customer will have no right, title or interest in or to the Equipment except for the use of the Equipment as described in this Agreement. This shall be treated as a true rental for federal and applicable state income tax purposes with Provider having all benefits of ownership of the Equipment. Provider shall

have the right to file a Uniform Commercial Code Financing Statement for this Agreement, at Customer's expense.

B. Term. This Equipment rental, unless terminated earlier in accordance with the terms of this Agreement, shall continue for the term listed in the Quote. Notwithstanding Article III.A., the Equipment rental shall not extend beyond the expiration of the term listed in the Quote.

C. Rental. Customer shall pay Provider monthly rental and other payments according to the Quote. Customer shall pay all costs, expenses, fees, charges, and taxes (other than federal and state income taxes on the income of Provider) incurred in connection with the registration, delivery, use or operation of Equipment during the term.

D. Delivery. If Provider is not retaining the Equipment at Provider's premises, Customer shall be responsible for all costs of shipping the Equipment to Customer's premises, installation, and set up, and all costs of shipping the Equipment back to Provider upon termination or expiration of the term.

E. Location. If Provider is not retaining the Equipment at Provider's premises, Customer shall keep the Equipment in Customer's possession and control at Customer's premises or such other location as Provider may consent in writing. Upon request, Customer will advise Provider as to the exact location of the Equipment. Provider may inspect the Equipment during normal business hours, and Customer shall provide Provider access for such purpose.

F. Operation. Customer will operate the Equipment carefully and properly in compliance with all applicable governmental, insurance and manufacturer's warranty requirements and all manufacturer's instructions.

G. Alterations. Customer shall not make any alterations, additions or improvements to any Equipment which detract from its economic value or functional utility.

H. Maintenance. Customer shall, at its expense (i) maintain the Equipment in good condition, and repair, in accordance with all manufacturer's instructions and warranty requirements and all legal requirements, and keep the Equipment free from any ransomware, malware, spyware, viruses and similar devices, and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Equipment.

I. Surrender of Equipment. Upon the termination or expiration of the term, Customer shall surrender the Equipment to Provider by delivering the Equipment to Provider in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

J. Risk of Loss. Customer assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Equipment from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to any Equipment, Customer shall give Provider prompt notice of the Casualty Occurrence and thereafter will place the applicable Equipment in good repair, condition and working order; provided, however, that if the applicable Equipment is determined by Provider to be lost, stolen, destroyed or damaged beyond repair, Customer agrees to pay Provider no later than the date thirty (30) days after the date of the Casualty Occurrence all amounts owed. Upon such payment, this Agreement will terminate with respect to such Equipment.

K. Insurance. Customer shall procure and continuously maintain all risk insurance against loss or damage to the Equipment from any cause whatsoever for not less than the full replacement value, naming Provider as loss payee. Such insurance must be in a form and with companies approved by Provider, must provide at least thirty (30) days advance written notice to Provider of cancellation, change or modification in any term, condition, or amount of

protection provided therein, must provide full breach of warranty protection and must provide that the coverage is “primary coverage.” Customer shall provide Provider with an original policy or certificate evidencing such insurance.

L. Customer shall indemnify, defend and hold Provider harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys’ fees) that may arise out of any loss, damage, theft or destruction of any Equipment, or that may arise out of the use, operation or condition of any Equipment.

M. Additional Remedies. Upon the occurrence of a default by Customer as described in Article III.B., Provider shall also have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following additional remedies: (a) Provider may demand and receive immediate possession of any or all of the Equipment from Customer, without releasing Customer from its obligations under this Agreement; if Customer fails to surrender possession of the Equipment to Provider on default (or termination or expiration of the term), Provider shall have the right to enter upon any premises where the Equipment may be located and to remove and repossess the Equipment; (b) Provider may enforce performance by Customer of its obligations under this Agreement; (c) Provider may recover damages and expenses sustained by Provider by reason of Customer’s default including all costs, expenses, and attorneys’ fees; (d) upon written notice to Customer, Provider may terminate Customer’s rights with regard to the Equipment. The remedies set forth in this section are in addition to any other remedy provided in this Agreement or any other remedy provided by law or in equity.

N. Transfer. Customer will not sell, lease, transfer an interest in or allow a lien against the Equipment or transfer any obligation under this Agreement.

O. Warranty. All Equipment and parts provided by Provider are provided on an “as is” and “as available” basis. Provider has not, and does not, make any warranties, whether express or implied. This disclaimer of warranties includes the warranties of fitness for a particular purpose, warranties of merchantability or warranties of title.

ARTICLE VI

MISCELLANEOUS

A. Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt (or refusal of receipt) if delivered personally, (b) when sent by electronic mail or facsimile transmission, (c) when sent by overnight courier service, (d) when mailed by first class mail, postage prepaid, or (e) when mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses, or to such other address as a party may designate in writing :

If to Provider:

Heartland Business Systems, LLC

Attention: Legal Department

1700 Stephen Street

P.O. Box 347

Little Chute, WI 54140-0347

If to Customer:

Address Specified in Quote

B. Survival. All representations, warranties, covenants, conditions, and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

C. Licenses. Customer hereby grants any permissions or licenses (including but not limited to copyright licenses), as may be required, and within Customer's power to grant, to Provider in order to provide the Services to Customer, or as may be required for Provider to operate for Customer's benefit.

D. System and Service Modifications. The Services are subject to change and limitation at Provider's discretion, as is any month-to-month pricing schedule or pricing schedule not under contract. Provider will notify Customer of any changes, unless the change is determined by Provider to be necessary to preserve proper security or functioning of Provider's system. If Customer objects to any change in service, unless the change is one Provider has determined is necessary for security purposes or to maintain proper operation of Provider's system, Customer will be entitled to cancel only the specific Service affected by said change or modification. Customer's continued use of the Services after the effective date of such modified general terms and conditions, policies, or changes in the Services shall constitute Customer's acceptance of such modified terms.

E. SPLA Terms. In the event that the Services provided to Customer include any Microsoft SPLA licensing, Customer shall also be bound by the Microsoft SPLA terms located at <https://www.hbs.net/End-User-Agreements>, which are incorporated herein by reference. Provider shall have the right at any time to audit Customer's rental licensing and hosted system for Microsoft SPLA or any other vendors related to this Agreement.

F. Avanan Terms. In the event that the Services provided to Customer include any Avanan, Inc., a Check Point Software Technologies company, products or services, Customer shall also be bound by the Avanan Terms of Service located at <https://www.avanan.com/avanan-terms-of-service>, which are incorporated herein by reference.

G. Out of Scope. Any work or material not specifically identified in this document or the attached Quote is not included in this Agreement.