

Addendum: Abtech Managed IT Services Agreement

This ABTECH MANAGED IT SERVICES AGREEMENT is made between Abtech Technologies, Inc. and any of Abtech's subsidiaries, DBAs, agents, successors, or parent companies ("Abtech") and Client and any of its subsidiaries, DBAs, agents, successors, or parent companies ("Client") to establish the specific terms and conditions that govern the Service relationship between both parties.

Upon mutual written consent, Client and Abtech may add Amendments, Exhibits, and Schedules (each an "Addendum" and collectively "Addenda") that define more specific services and additional terms and conditions as Client and Abtech agree to. This Managed IT Services Agreement and any Addenda (collectively "Service Agreement") shall automatically (whether or not explicitly stated) incorporate by reference, as if fully set forth herein as a full and binding part of this Service Agreement, the Abtech Master Services Agreement ("MSA"). A copy of the MSA may be downloaded at <http://www.abtechtechnologies.com/contract-agreements>.

1. DEFINITIONS

The definitions in this section shall apply to this Service Agreement. Any capitalized term used but not defined herein shall have the meaning as set forth in the MSA.

- **Authorized Contract Administrator ("Administrator"):** Client designated administrator who may make changes to this Service Agreement or request, authorize, and commit Client to projects outside of the scope of this Service Agreement.
- **Authorized User:** Any user that places a Service Request under the terms of this Service Agreement. Client agrees that Abtech shall treat all users who make Service Requests as an Authorized User and Client account shall be debited for work performed for such user, whether or not that user has been authorized by Administrator to use Services.
- **Block Hour Charge (BHC):** Prepaid service retainer or blocks of hours that can be used for Service. Blocks will automatically refresh and to the original amount of hours purchased once the block is at 20% of the original and be invoiced to Client.
- **Covered Hardware:** any unique physical device, including but not limited to desktops, servers, laptops, tablets, networking device, portable device, storage (disk, tape, or fixed media), or peripheral which is detailed in the Onboarding Document and accepted by Abtech for or on which Abtech agrees to provide Service.
- **Covered Software:** any unique intellectual property, including but not limited to operating systems, databases, applications, updates, tools, diagnostics, firmware, patches, fixes, and documentation thereof which is detailed in the Onboarding Document and accepted by Abtech for or on which Abtech agrees to provide Service.
- **Covered Environment:** The complete Client environment initially listed in Schedule B: Covered Environment and which will be superseded by the Onboarding Document which includes Covered Hardware, Covered Software, and Authorized Users for or on which Abtech agrees to provide Service.
- **Monthly Management Charge (MMC):** Monthly fee paid to Abtech by Client in consideration of Service and detailed in Schedule C: Pricing.
- **Onboarding Document:** A detailed document produced by Abtech that itemizes Covered Hardware, Covered Software, schedules for service delivery (including but not limited to patch, downtime, and backup windows), site access data, escalation plan, etc. Once completed, the Onboarding Document will become part of this Service Agreement and will supersede the Schedule B to define the Covered Environment.
- **Period of Maintenance:** The designated time during the day in which Authorized Users shall make Service Requests and within which Abtech shall deliver Service.
- **Project:** Any Service that Client requires that changes the Covered Environment or addresses a change in the Covered Environment. Projects are not part of the Service and are invoiced to Client separately.
- **Service:** The performance of a series of reactive and proactive services as outlined in Schedule A: Service Summary performed in the Covered Environment
- **Service Request:** A request made by an Authorized User to Abtech for the delivery of Service. Such Service Requests shall be made through the Abtech toll free service request telephone number, via email sent to the Abtech Helpdesk email account, or via the Abtech Client Portal.

2. SERVICE DESCRIPTION

2.1 In consideration of Client's payment of the Monthly Management Charge, Abtech shall provide and perform the Services within the Covered Environment as detailed in the Onboarding Document.

3. SUITABILITY OF COVERED ENVIRONMENT

3.1 In order for Client's Covered Environment to qualify for Services, the following Minimum Standards must be met:

- a) All servers with Microsoft Windows Operating Systems or applications must be running on an operating environment that is within Microsoft's Mainstream or Extended Support lifecycle and have all of the latest Microsoft Service Packs and Critical Updates installed.
- b) All servers with UNIX (HP-UX, AIX, Solaris) or Red Hat Operating Systems must be running on an operating environment that is within the manufacturers current support lifecycle and have all of the latest patches installed.
- c) All desktops and notebooks/laptops with Microsoft Windows Operating Systems must be running an operating environment that is within Microsoft's Mainstream or Extended Support lifecycle and have all of the latest Microsoft Service Packs and Critical Updates installed. All Apple desktops and notebooks/laptops must be running a version of Mac OS that is being actively developed on by Apple.
- d) The Covered Environment must have a currently licensed, up-to-date and vendor-supported server/appliance- and desktop-based anti-virus, anti-spam, and anti-spyware solution protecting all Covered Hardware and Covered Software.
- e) The Covered Environment must have a currently licensed, vendor-supported, Abtech approved backup solution.
- f) The Covered Environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet. Any wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.
- g) The Covered Environment must have suitable cooling, power conditioning and battery backup, uninterruptable power supply (UPS), or generator for environmental protection.
- h) Covered Software and Covered Hardware must be genuine, licensed, and in a manufacturer-supported configuration (including manufacturer approved compatibility with hardware and software it interacts with) with a current call-in technical support and onsite maintenance contract from the original manufacturer or equivalent third party. Such support must grant Client entitlement and access to the Intellectual Property required to fix Covered Software and Covered Hardware, including but not limited to patches, updates, firmware, fixes, utilities, documentation, and tools. The cost of such licensing, support, maintenance, incident fees, or hardware repair is not included in this Service Agreement.
- i) Primary and secondary email addresses for communication with Authorized Contract Administrator or designee(s) for the escalation of Service Request issues, notice of critical events, or situations requiring a Client decision or information to proceed with the Service Request. For the sake of redundancy in case Client's primary email server or service is disabled, the secondary email address(es) must be routed through a server or service that is not related to Client's primary email server or service.

- j) Client is responsible for notifying Abtech of any regulations regarding their environment (HIPAA, PCI, Sarbanes-Oxley, etc) and shall assume any additional costs to achieve and maintain regulatory compliance.

3.2 Should the Covered Environment not meet the minimum standards, all Services shall be performed on a good faith effort basis. Abtech shall make no guarantees regarding the ability of Abtech's engineers or technologies to provide Services to any item of the Covered Environment that does not meet the minimum standards. Abtech's may be required to, and without breach, delay in providing Services on any item in the Covered Environment that does not meet these minimum standards until such minimum standards are met and after which Services on those items will resume. Costs associated to bring Client's environment up to these minimum standards are not included in this Service Agreement. Client may contract with Abtech to bring the environment up to the minimum standards as a Project.

3.3 Client shall provide Abtech full and free access to Covered Environment both physically and remotely. Client agrees to allow the installation of Technology on Client's network as necessary to allow for the performance of Services. Client agrees that any restrictions regarding full and free access to Covered Environment or installation of managed service technology may hinder Abtech's ability to perform Services and that any Services provided to Covered Environment with such restrictions shall be performed on a good faith basis. Abtech may be required to, and without being deemed to be breach, delay in providing Services on any part of the Covered Environment with restricted access until such access is given and after which Service on those items will resume. Abtech shall make no guarantees regarding the ability of Abtech's engineers or technologies to perform Service on any part of the Covered Environment that is considered to be restricted.

4. EXCLUDED SERVICES

4.1 Service rendered under this Service Agreement does not include:

- a) Any service that changes or is the result of a change the Covered Environment including but not limited to hardware or software installations, relocations, moves, or adding more storage or servers, service or repair made necessary by the alteration, upgrading, configuration, or modification of Covered Environment by Client, manufacturer, or any other party including Abtech.
- b) Service to any user, equipment, software, or location that is not included in Schedule B: Covered Equipment, in the Onboarding Document, or any equipment or software not in a known working state.
- c) Removal of virus, malware, or spyware in Covered Environment not detected and/or quarantined by the latest anti-virus, malware, and spyware definitions or introduced by unprotected equipment.
- d) Ransomware removal, data restoration, and ransom negotiation, etc.
- e) Validation of backups and the handling, transport, or storage of backup media.
- f) Research and design of information technology solutions for Client.
- g) Migrations: new platforms, major releases, data, application
- h) Repair of damage or restoration of functionality resulting from acts of God including but not limited to flood, lightning, fire, earthquake; failure due to air conditioning, power, or humidity control; or abuse, misuse, negligence, neglect, accident, transportation or moving; or any causes other than normal usage. Business analyst work, application development, modifications, configuration, customizations, or documentation of Client processes. Programming (modification of software code) and program or application maintenance.
- i) Training services of any kind.
- j) Consumable supplies: toner, toner cartridges, ink, ink cartridges, pens, ribbons, paper goods, film and vellums, tape, tape cartridges, cables (both internal and external), floppy disks, removable hard discs, and CD-ROMs; Structural, cosmetic, electrical work or cabling external to the system(s) or equipment.
- k) Routine printer hardware errors (paper jams, toner replacement, etc.).
- l) Any service resulting from security breaches including those caused by Customer not adhering to industry standard internal security or Abtech recommendations including but not limited to: routine password changes, forbidding login/password sharing, strong passwords, loading non-Abtech approved software, circumventing or removing security software or devices, not updating software or firmware, not purchasing recommended security solutions, or opening ports.
- m) Any services required to accommodate Client's regulatory requirements (including but not limited to HIPAA, PCI, or Sarbanes-Oxley) to bring Client and Abtech into compliance or maintain compliance.

4.2 Client understands and agrees that any request which is beyond the scope of this Service Agreement is considered a Project. Client may elect to have Abtech perform these Projects and will be invoiced at Abtech's pre-negotiated rates or, after the initial term, the then current consulting rates located at <https://www.abtechtechnologies.com/s/Current-Consulting-Rates-for-WMS-v2.pdf>. Additional materials, supplies, and equipment may also be required which may be quoted to Client upon Client's request. Project Services and products will be provided only after Client's written acceptance of Abtech's written estimate and shall be invoiced separately from the MMC or BHC.

5. FEES AND PAYMENT

5.1 Payment of MMC or BHC and any setup fee shall be due upon acceptance of this Service Agreement. The MMC or BHC will be become due and payable on the first day of each month in advance of Service rendered. If applicable, any Onboarding fees will be invoiced after the Onboarding of Client has been completed.

5.2 Payment method will be Automated Clearing House (ACH) payment, or by bank or company check. Checks returned for insufficient funds shall be assessed the maximum returned check fee as limited by state law. Late payments shall accrue 1.5% interest for every day that payment is late.

5.3 Service requiring hourly billing or travel (after any minimums are executed) shall be invoiced in the minimal increments outlined in the project rate sheet appropriate to the level service and rounded up to an equal segment.

5.4 Client shall pay all applicable state and local sales and use taxes (notwithstanding their designation as excise or privilege taxes) in connection with Abtech's performance of Services to Client.

5.5 Client understands and agrees that the MMC or BHC to provide Service for the Covered Environment was calculated in good faith and based on information given to Abtech by Client, including but not limited to: type, make, age, configuration, reliability, adherence to any Minimum Support Requirements, and quantity of Covered Hardware and Covered Software; quantity and level of sophistication in terms of technical knowledge of Authorized Users; and past service history of Covered Environment.

5.6 As the MMC or BHC is a good faith estimate of the price Abtech will charge Client to perform Services for the Covered Environment, Abtech may, at its sole discretion and on a quarterly basis, review and adjust the MMC or BHC if the amount of labor or technical resources need to be increased to meet changes in the Covered Environment, Client's satisfaction, or Abtech's business requirements. If Client does not agree to the new MMC or BHC, Client's sole remedy is the termination of this Service Agreement subject to Section 6: Term and Termination. Notwithstanding the foregoing, should Client at any time during the term of this Service Agreement use an excessive amount of Abtech labor or technical resources and does not enter into good faith negotiations to agree to a modified MMC or BHC within three (3) calendar days of either telephone or email communications of such usage, Client agrees that Abtech may invoice and that Client will pay for the excess hours or modified MMC or BHC effective at the three (3) day point.

5.6.1 Notwithstanding the foregoing, any software or other "as a Service"-style subscription service provided by a third party and resold by Abtech will be assessed monthly by Abtech and charged to Client as used and as appropriate (including but not limited to per: user, MB/GB/TB, Mb/Gb, tier, transaction, license, bandwidth, increment of time, etc.). The resulting additional charges will be added to the next invoice(s) for as long as that level of use persists. Once deployed, subscription software or "as a Service"-style subscriptions may not be decreased or canceled until the longer of the end of the term or manufacturer policy.

5.7 Client agrees to pay Abtech for any goods delivered or service rendered regardless if such good or service provided the results Client expected. If an invoice for Services or other charges under this Service Agreement, or an invoice for other products or Services provided to Client by Abtech under a different agreement with Abtech remains unpaid following five (5) days from the payment due date Abtech may suspend performance of its obligations under this Service Agreement until all past due amounts are paid without liability to Client. All charges are accepted as correct and payable by Client unless disputed in good faith and in writing within 30 days of the invoice.

5.8 Client agrees that failure to pay invoices is a material breach of the Service Agreement and is subject to the termination remedies in Section 6.

5.9 Electronic Payment Deduction Authorization. Client authorizes Bill.com, Inc., on behalf of Abtech, to initiate entries to the bank accounts that Client enters, or enable Abtech to enter, on the Bill.com, Inc. web site in order to pay amounts that Client owes to Abtech in accordance with instructions entered by Abtech on the Bill.com web site and, if necessary, to initiate adjustments for any transactions credited or debited in error. Payment is due before services are rendered. Signer of this document represents that he/she has authority to bind the organization that owns the bank accounts, and to authorize all transactions to the bank accounts that are initiated through Bill.com, Inc. Signer of this document acknowledges that transactions initiated to the bank accounts must comply with the provisions of U.S. law. This authorization will remain in effect until the organization notifies Bill.com, Inc. in writing to cancel it in such time as to afford Bill.com, Inc., Abtech, and the bank reasonable opportunity to act on it.

6. TERM AND TERMINATION

6.1 This Service Agreement shall commence on the Service Start Date when accepted by Abtech. Regardless of date of acceptance of the Service Agreement, Services and payment for such Services will continue for the higher of a) twelve (12) months from Service Start Date or b) any minimum terms stated in Schedule C after which time the Service Agreement will automatically renew for an additional twelve (12) month term. Client must notify Abtech in writing of its intent not to renew this Service Agreement in full or in part no less than sixty (60) days' notice before the end of the term.

6.2 Notwithstanding the foregoing, either party may terminate this Service Agreement or any Addendum immediately if the other party: (a) experiences a Change of Control; (b) experiences a Bankruptcy Event unless it is succeeded by a permitted assignee under this Service Agreement; (c) fails to fulfill in any material respect its obligations or breaches any material term or condition under this Service Agreement and does not cure such failure within thirty (30) days of receipt of written notice; (d) is no longer in the commercial interest of Abtech to continue the Service Agreement or any Addendum; (e) requires Abtech to perform an action or inaction that could be deemed unlawful or be reasonably interpreted as potentially exposing Abtech to third-party liability; or (f) treat Abtech employees poorly.

6.3 Upon termination of this Service Agreement and any Addenda for any reason (including the expiration of this Service Agreement by its terms for the termination of the Service Agreement for cause):

6.3.1 Client shall permit the removal of all Abtech property, Services, and supplies by Abtech within fifteen (15) days from date of termination. Failure to return these items within the time allotted will result in further invoices until such time that the items are received by Abtech. Abtech is responsible for any damage in transit from Client back to Abtech. Client to put any Abtech owned equipment under Client insurance policy to cover for damage while at Client site.

6.3.2 Client shall pay to Abtech within ten (10) days of the termination date all charges due, including, if any, liquidated damages.

6.3.3 Abtech shall assist Client with the termination or transfer of Services, including assisting Client in the timely transfer of Services to another designated service provider. Client agrees to pay Abtech in advance for the rendering of such assistance as a Project.

6.3.4 Abtech shall delete any Client backups or other customer information stored by Abtech or third-party within 15 days of termination unless otherwise arranged by Client in writing. Abtech will cancel software or "as a Service"-style accounts within 15 days of termination unless otherwise arranged by Client in writing. Once deleted or canceled, Client data may not be recoverable.

6.4 If termination by either party results from any reason besides Abtech's failure under 6.2(c) or 6.2(d), Client agrees that it would be difficult to ascertain the damages to Abtech of such termination, and that Client shall pay Abtech all MMC or BHC for the remainder of the term and any term-related discounts as liquidated damages, and not as a penalty.

6.5 If termination by either party results from Abtech's failure under 6.2(c) or 6.2(d) within the cure period defined in 6.2(c), Abtech agrees to refund any pre-paid amount from Client for Services minus the charges to provide such Services to Client up to the last date that Abtech provides Services to Client.

6.6 Client may delete equipment no longer in use at any time during the Service Agreement term by providing a thirty (30) day written notice to Abtech unless Client and Abtech has agreed that such equipment must be on contract for a minimal term. If Client adds the cancelled system back on support, Abtech shall first inspect the equipment to verify it is in good working condition. If it is not in good, working condition, the repair shall be considered a Project and quoted accordingly. Client may add equipment at any time during the Service Agreement term by providing notice to Abtech and signing a new Addendum.

6.7 Sections 5.2, 5.4, 5.7, and any section stating an explicit duration will survive the termination of this Service Agreement.

6.8. All BHC must be redeemed within twelve (12) months from termination. At the end of the twelve (12) month post-termination term, any remaining BHC will expire and not be subject to refund or credit.

7. ONSITE ABTECH PROPERTY

7.1 In the event that Abtech owned Property (including but not limited to onsite spare parts, tools, or software) is kept at a Client site, Client agrees to take reasonable care to protect Property from loss, damage, or tampering during the term of this Service Agreement. Client shall keep Property in a climate controlled, accessible location, and have Client staff familiar with Property's physical location so as to not delay Service.

7.2 Property is, and will remain, and at all times be deemed to be the sole and exclusive property of Abtech, and Client has no rights of Property herein. Property shall not be transferred or delivered to any person or corporation without prior written consent or instruction of Abtech. Client shall be responsible for bi-annual inventory verification scheduled by Abtech and/or periodic site audits. Abtech shall create an Addendum to this Service Agreement which details Property, including quantity, part numbers, and description.

7.3 Client agrees to notify Abtech immediately upon consumption of Property, if Property "seal(s)" and/or anti-static package with seal is opened or damaged, or if any physical damage to Property is observed. Client shall be responsible for the replacement of Property that Client damages.

7.4 Should Client fail to redeliver the Property in the condition it was received within thirty (30) days after termination of this Service Agreement and/or written request of redelivery by Abtech, Client agrees to remit payment of the full value of the Property as determined by Abtech.

8. ACCEPTANCE

8.1 Each party to this Service Agreement represents that it is a sophisticated commercial party capable of understanding all terms of this Service Agreement, that it has had the opportunity to review this Service Agreement with its counsel, and that it enters this Service Agreement with full knowledge of the terms of the Maintenance Agreement.

8.2 Client acknowledges that it has read this Service Agreement, the MSA, and any Addenda prior to acceptance and once are all are accepted be bound hereto. When accepted, this and each Addendum will form a separate and complete agreement between both parties and will replace any other agreements or communications regarding that subject matter. This Service Agreement may not be modified or altered except by mutual written agreement and signed by both parties.

8.3 Client agrees that this Service Agreement is accepted when (a) both parties physically or digitally sign an Abtech Service Order that references the Service Agreement; (b) both parties electronically sign an Abtech Service Order via a purchasing portal or website; (c) Client electronically signs or accepts an Abtech

Service Order via a purchasing portal or website and Abtech accepts it in writing; or (d) Abtech accepts in writing a transactional document (eg. purchase order, purchase requisition, etc.) that explicitly references the Service Order or the MSA, Maintenance Agreement, and any Addenda.