

Multi Location Onsite I.T. Services

For Allied Global Marketing

Prepared for:
MikeEggermann
Allied Global Marketing

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Does your company struggle with?

- Flying staff around the country to complete IT tasks
- Finding competent technicians to work with your remote team
- Managing dozens of vendors around the country for onsite IT support

- Dealing with down time at remote branch offices
- Completing large IT rollouts and projects on time
- Paying for expensive support contracts to provide service to branch locations

If you are, then you just landed the right help!

Hiring and finding your own IT staff can be a hassle. Not to mention the stress of onboarding and training them. That's why we're here. Our resources and expertise will work with your organization. We can help you extend your reach to more locations while ensuring top quality service from reliable IT Field technicians.

Why All IT?

Nationwide Reach & Single Point Dispatch

No more flying staff around, we have techs in every major city.

Experienced Field Techs

Our techs go through a vigorous process to come onboard.

On Demand Service

Use us only when you need us, we don't require long term or minimum commitments

Responsive Service

We are 4-6 hours away - next business day guaranteed (SLA) throughout most of the country.

Project Management Team

We have a track record of getting large scale rollouts done, on time, and on budget

Trusted By These Companies















Our process begins with a ticketing portal and a carefully created scope.

1

Enter a Ticket through our customer portal, phone or support email. For projects, contact your dedicated

project manager



Our Dispatch & Project
Management teams properly
create the scope, source the
appropriate tech with the
required skillset, and notify
your team that a tech has
been confirmed.



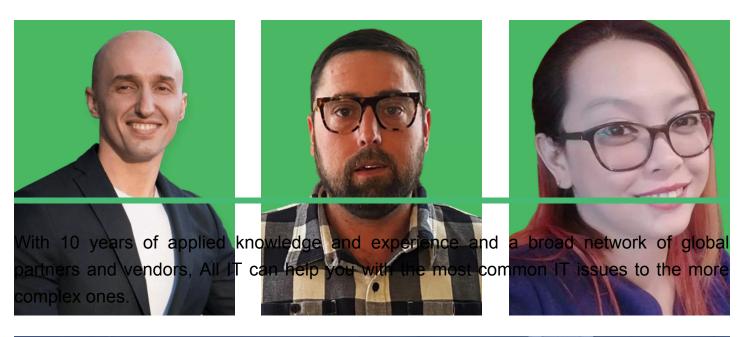
The technician arrives onsite, follows guidelines for professionalism and responsiveness, checks in and and works with your remote support team to resolve the issue.

Take it from the words of our clients



"Although Thrive Pet Healthcare has world a class Technology Service Desk, we needed a nationwide provider of local technicians to augment our remote support capabilities. All IT has been much more than a service provider, they have become a partner and a true extension of our Technology Team. All IT took the time to really learn about the Veterinary industry, our unique business model, and the requirements & challenges it presents. This effort has resulted in a vital partnership that we rely on daily to support our hospitals and achieve our overall mission of providing the best in class veterinary care for our clients and their pets." - *Simon Lara, Sr. Director of Technology at Thrive Pet Healthcare*

Your Field Service Team





Let's start working on your IT needs today.

Payment Terms and Financial Information

Payment Terms	Pre-payment of onboarding fee and made to All I.T.; Net 30 after initial funds run out.
Invoices Sent To	Mike Eggermann- meggermann@alliedglobalmarkerting.com -732-213-0224
Checks Sent To	All IT Supported LLC - PO Box 1924 Austin, TX 78767
EIN	27-2774727
ACH Info	PAY TO: ALL IT SUPPORTED LLC ROUTING#: 011000138 ACCT#: 004615849542
Backup Payment Method	Credit Card on File- 4% cc processing fee
Client Point of Contact	Mike Eggermann- meggermann@alliedglobalmarkerting.com -732-213-0224
Client Billing Approver	Mike Eggermann- meggermann@alliedglobalmarkerting.com -732-213-0224
Vendor Point of Contact	Gilbert Ward - gward@allitsupported.com - 888-992-5548

Rate Structure

Description	Onsite Support	Cabling/Wiring Technicians	Tier 3 Network/Wireless/ Service Engineer	Project Management Rate
Hourly Rate/Minimum/Inc.	\$175.00	\$175.00	\$225.00	\$175.00

Description	Onsite Support	Cabling/Wiring Technicians	Tier 3 Network/Wireless/ Service Engineer	Project Management Rate
Service Fee	\$87.50	\$87.50	\$112.50	
Cancellation Policy		24 hours - 1-ho	our cancellation fee	
Response Time		Next Bu	siness Day	
Coverage Area		Continental Unit	ed States & Canada	
Full Day Rate	10% Discount			

DESCRIPTION

This Agreement ("Agreement") is entered into on the date 2022-12-16 by and between Allied Global Marketing (Client"), whose main business address is 6908 Hollywood Blvd Ste 300, Los Angeles, California, 90028 and **ALL IT SUPPORTED, LLC** (written as ALL I.T.), (Service Provider), a company duly organized and existing under the laws of the State of Massachusetts and the USA, whose main business address is PO Box 1924 Austin, TX 78767.

STANDARD RATE TIERS

- a. STANDARD ONSITE SUPPORT (L2 Field Technician): Standard onsite services rendered by a certified L2 Field Technician
- b. TIER 3 ENGINEER: Advanced support requiring a network or server engineer, as well as team leads and project leads
- c. STRUCTURED CABLING / INSIDE WIRING: Services requiring inside cabling/wiring
- d. ITAD (Hardware Disposal): Service calls requiring it asset disposition services
- 2. AFTER HOURS SUPPORT: Unless otherwise explicitly specified, all support services rendered outside normal business hours (8am-6pm M-F) carry a rate multiplier of 1.5

3. SERVICE FEE FOR ONSITE SUPPORT

All onsite support has a service fee of \$87.50 for each service call requested.

4. ADDITIONAL TRAVEL TIME REQUESTED

All I.T. May request additional travel time service fees prior to service call to compensate technicians driving outside their local coverage areas.

5. PROJECT MANAGEMENT: This rate includes

- Project scope meetings
- Project planning
- Project progress & update meetings
- Scheduled technician(s) meeting- (predate of service reviewing scope, timelines and additional tasks required to complete site work)
- · Tech training

ONBOARDING FEE

The client onboarding fee set forth below is a one-time, flat fee assessed to cover onboarding costs (the "onboarding fee"): The onboarding fee will be \$750.00 due upon receipt on the effective date the down payment invoice is sent to client.

CANCELLATION POLICY

For Onsite support, a cancellation fee of 1 hour of service applies, for calls cancelled 24 hours before the service call start.

8. PARTS

If the service call requires parts, ALL I.T. will seek client's approval prior to purchasing any parts necessary. All parts purchased will be billed to the client and due prior to the job starting. ALL I.T. may authorize the client's credit card for the full parts amount to purchase parts on the Client's behalf.

9. PARKING/TOLLS

All tolls are billable to the client coming from the technician's location to the client's location. For locations with no free parking, all parking fees are billable to, and paid by the client, on standard contract terms.

10. COVERAGE

For Onsite Support, ALL I.T. by default provides coverage across the entire United States and Canada. For Remote Support services, ALL I.T. provides support everywhere.

11. AFTER HOURS SUPPORT

Any work performed outside normal business hours (8AM-6PM) M-F, is to be billed at 1.5x hourly rates with standard service fees and a 2-hour minimum, regardless of any lower minimums listed for that rate during normal business hours. All work done anytime during a federal holiday is outside normal business hours.

12. PAYMENT TERMS

Client shall pay for the services and/or equipment furnished by ALL I.T. in accordance with the charges on the Agreement, within thirty (30) days of the date of ALL I.T. invoice. All invoices will be sent upon completion of service. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and are payable in full. Interest will be charged on all accounts not paid when due at a rate of 1.5% monthly for late fees, or, if less, the maximum rate allowed by law. Client agrees to supply a backup payment method outlined in section 12, to be used for any invoices that are more than 30 days past due.

In the event Client fails to pay ALL I.T. all amounts which become due under the Agreement or fails to perform its obligations hereunder, and ALL I.T. refers such matter to an attorney or collection agency, Client agrees to pay, in addition to the amounts due, all costs incurred by ALL I.T. as a result of such action, including reasonable attorney's fees. ALL I.T. has the right to charge a return check fee and may suspend services to Client if Client's account becomes more than thirty (30) days past due.

13. REFUNDS

Client may request a refund of any unused funds at any time. A 20% processing fee of the original amount will be applied to the refund, and the refund will be remitted within 60 days.

14. RIGHT TO INCREASE RATES

Due to prevailing economic conditions and global inflation, All I.T. reserves the right to increase rates with 30 days notice.

15. ESCALATION POINTS

ALL I.T. makes every attempt to be responsive and efficient in processing Client's support requests. If for any reason Client feels that ALL I.T. has not performed the service to Client's reasonable satisfaction, the incident may be escalated as follows: After attempting to resolve the incident with the ALL I.T. staff member with whom they are working, Client may escalate the incident to another ALL I.T. resource by phone along with an email, to the point of contact in the order set forth in the table below.

BY SIGNING BELOW, I HAVE CONFIRMED THAT I HAVE FULLY READ, UNDERSTOOD AND AGREED TO THIS SERVICE AGREEMENT AND ACKNOWLEDGE THAT THE RELATIONSHIP WITH ALL IT SUPPORTED LLC (ALL I.T.) WILL BE MANAGED ACCORDING TO THE TERMS OF SERVICE (EXHIBIT A) PROVIDED WITH THIS AGREEMENT:

Pricing

Name	Price	QTY	Subtotal
Initial Deposit - ML Initial Deposit for Services for Multi Location companies.	\$1,750.00	1	\$1,750.00
Onboarding - ML Onboarding / Setup for Multi-Location companies	\$750.00	1	\$750.00

\$2,500.00	Subtotal
\$0.00	Discount
\$0.00	Tax
\$2 500 00	Total

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Ilya Elbert, CEO
ALL IT SUPPORTED LLC

MikeEggermann VP of IT Allied Global Marketing

Exhibit A

Terms of Service

1. Availability of Services

ALL IT SUPPORTED LLC products and services (collectively, the "Services"), are available only to approved users. Toll-free telephone support is only available to Clients calling from within the United States. Standard support hours are 8:00am to 8:00pm, Monday through Friday, Eastern Standard Time. ALL IT SUPPORTED LLC reserves the right to charge additional fees for support

provided outside of standard hours, at the current rates set by ALL IT SUPPORTED LLC. ALL IT SUPPORTED LLC may suspend Services at their discretion for not payment of services or for Client's violation of the Terms of Service or Service Agreement.

2. Services Not Included

Services such as website development, database development, data recovery requiring clean room equipment, software development, UNIX, and Linux support, programming, and other support services are outside the scope of the standard services are not ALL IT SUPPORTED LLC responsibility. Service provided by third party partners, such as remote back-up, managed it services, anti-virus, cybersecurity, hosted emails, and web-hosting, are not under the control of ALL IT SUPPORTED LLC and ALL IT SUPPORTED LLC is not responsible for the content, functionality, or continuing operations of these services.

3. Client's Responsibilities

Client is responsible for providing ALL IT SUPPORTED LLC with complete information concerning each Location, and to notify ALL IT SUPPORTED LLC by email in the event Client wishes to change a Location. Client acknowledges and agrees that Client is solely responsible for adequate protection and backup of Client's data, software and/or hardware. Client represents and warrants to ALL IT SUPPORTED LLC that Client is not engaged in any illegal activity or will use ALL IT SUPPORTED LLC services to engage in any illegal activity.

4. Service Non-Transferable

ALL IT SUPPORTED LLC Services, and all rights of Clients to receive Services, are non-transferable.

5. No Warranties

ALL IT SUPPORTED LLC services, the ALL IT SUPPORTED LLC website, and all other information, documents, links, references, and products, software, downloads, repair services, advice, and information provided by ALL IT SUPPORTED LLC and any of its third-party product or service providers are provided "as is" and without warranty of any kind, either express, implied or statutory, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

6. Limitation of Liability

In no event shall ALL IT SUPPORTED LLC be liable to any person for any special, general, incidental, indirect, consequential, or punitive damages of any kind, including, without limitation, those resulting from negligent or criminal acts of third parties, loss of use, loss of data, lost profits, or computer hardware damage, in connection with any of the services, the ALL IT SUPPORTED LLC website (including all information, services, and products that are referenced or linked to in the ALL IT SUPPORTED LLC website), or any other information, documents, products, software, downloads, repair services, advice, and information provided by ALL IT SUPPORTED LLC or any of its third-party product or service providers, whether such person is advised of the possibility of such damages. ALL IT SUPPORTED LLC shall not be liable for the loss of data or business interruption due to any non-functioning backup systems, including hardware, software, or configuration errors. ALL IT SUPPORTED LLC cannot be held responsible for any loss of data due to failure of third-party off-site backup solutions. Client acknowledges that ALL IT SUPPORTED LLC services are advisory in nature and that client is responsible for final decisions.

7. Force Majeure

In the event ALL IT SUPPORTED LLC delivery of the Services is delayed, prevented, or otherwise made impracticable by reason of any acts of God, fires, floods, earthquakes, or other natural catastrophes; national emergencies, strikes, lockouts or other labor difficulties; computer "hacking" attack or computer virus; any law, order, regulation or other action of any governing authority; or any other cause beyond ALL IT SUPPORTED LLC reasonable control, then ALL IT SUPPORTED LLC shall be excused from such delivery to the extent that it is delayed or prevented by such cause.

8. Modifications to Terms of Service

ALL I.T. SUPPORTED reserves the right to amend the Terms of Service that govern use of the Services and the ALL IT SUPPORTED LLC website at any time by sending information regarding any amendment to the Terms of Service to the email address of the Primary Contact and/or Billing Contact Client provides to ALL IT SUPPORTED LLC. Client will be given sixty (60) day notice prior to the implementation of said amendment, during which time Client may contact ALL IT SUPPORTED LLC for clarification and request for additional information. Client's continued use of the Services after the thirty-day period during which such amended Terms of Service

have been sent to Client shall be deemed acceptance by Client of the amended Terms of Service. In the event the change to the terms of service relates to any change in the billing rate ALL IT SUPPORTED LLC will provide sixty (60) day notice prior to any change to the Primary Contact and/or Billing Contact Client provides to ALL IT SUPPORTED LLC. In the event of a change in the billing option Client has the right to cancel service with thirty (30) day notice or with continuation of the service beyond the notified change in the billing rate will act as confirmation of acceptance by the Client.

9. General

The Service Agreement and Terms of Service represents the entire understanding between ALL IT SUPPORTED LLC and Client and supersedes all prior written and oral negotiations, agreements, transactions and understandings with regard to provision of Services ALL IT SUPPORTED LLC and/or third party providers may make improvements and/or changes in the products, services, programs, business or customer policies and prices described in their websites at any time. Massachusetts law will govern any action related to the Terms of Service, without regard to conflict of law principles. The Terms of Service shall be construed as if it was executed and performed in Charlestown, Massachusetts. Any cause of action by a Client or other viewer of this website must be commenced within three (3) years after the cause of action arose or it shall be forever waived and barred. If any provision of the Terms of Service be held invalid or unenforceable, that portion shall be enforced to the maximum extent allowable and shall not affect the validity of any other provision of the Terms of Service.

10. Confidentiality

ALL IT SUPPORTED LLC acknowledges that during its engagement as a consultant to the company, the company may disclose to ALL IT SUPPORTED LLC employees and/or contractors the confidential affairs and proprietary information of the Company as well as provide ALL IT SUPPORTED LLC with "administrative" passwords that have access to additional confidential information. ALL IT SUPPORTED LLC has confidentiality agreements with its employees and contractors that require them to keep secret all such confidential matters. This includes prohibition from accessing information that is not required by the tasks that the customer has asked ALL IT SUPPORTED LLC to perform. In addition, ALL IT SUPPORTED LLC takes special care to safeguard all information about its clients from being disclosed to any third parties.

11. Prohibition Against Hiring Employees or Contractors

Each Party hereby agrees that it will not solicit or offer direct or indirect employment to any employees or contractors of the other party at any time during their relationship with term of the agreement and for a period of one year thereafter.

ALL IT SUPPORTED LLC agrees that it will not, directly, or indirectly, offer any service whatsoever to any Restricted Customer other than those services expressly requested in writing (which may be emailed) by client. "Restricted Customer" shall mean any current or former client or customer of Client that ALL IT SUPPORTED LLC learned about through its relationship with Client.

ALL IT SUPPORTED LLC agrees that it will not, directly, or indirectly, offer any service whatsoever to any Restricted Customer other than those services expressly requested in writing (which may be emailed) by client. "Restricted Customer" shall mean any current or former client or customer of Client that ALL IT SUPPORTED LLC learned about through its relationship with Client.