This Managed Services Agreement ("Agreement") is made by and between <u>Allied Global Marketing</u> ("Customer") and Gotham Technology Group, LLC ("Gotham"); sets out the services Gotham will provide to Customer; and authorizes Gotham to perform the Services in accordance with the attached Terms and Conditions. This agreement is for a period of one year, commencing on 4/3/2023 (the "Effective Date").

Customer contact: Adam Cinque, ACinque@alliedglobalmarketing.com, 55 Cambridge Way, Suite 200, Cambridge, MA 02142

Gotham sales contact: Fara Smith

Gotham technical contact: Brian Wagner

		Unit Price	Price
Select Contract	Premium		$27,500.00
Devices covered by this agreement at time of signing:	70		
Additional Devices*:	0	$45.00	$0.00
RemoteAdmin for Citrix	25	$52.50	$15,750.00
RemoteAdmin for Windows	70	$5.00	$4,200.00
RemoteAdmin for Citrix ADC Instances / Clusters	1	$12,500.00	Included
Annual Managed Servcies Investment:			**$47,450.00**
Optional Time Block	200	118.75	$23,750.00
Total			**$71,200.00**

GothamWatch:	GothamWatch provides 24/7 system monitoring and access to Gotham's Support Desk for level-2 help desk support for all issues related to the products listed below. The service includes:
	
	• Automated alerts
	• Installation of collection server
	• GothamWatch Console account
	• Monitoring will be provided for all devices under contract including networking and storage devices. 24x7 support is only provided for:
	   • Citrix Virtual Apps & Desktops, ADC
	   • Microsoft Windows Server
	   • Microsoft Active Directory
	   • VMware vSphere

Premium	• Up to 70 device licenses (firewalls/network gear included) • 2-hour phone response guarantee • Phone, remote, web, and email support 24x365 • Unlimited support included
RemoteAdmin – Citrix	• Daily administrative tasks include adding/removing/changing Citrix users and groups. • Management of the application lifecycle on the Citrix Virtual Apps & Desktops environment, including new application installations or modifications to existing applications. • Daily review of Event logs and GothamWatch alerts, and remediation of identified issues • Addition or modification of Citrix and Microsoft policies. • Performance management and tuning of Citrix environment. • Periodic hotfix and service pack installation for Citrix, and alert threshold adjustment. • Onboarding of users to the Citrix environment to make the adoption of Citrix technologies as seamless as possible.
RemoteAdmin – Citrix ADC	• Load balancing admin • Content switching admin • Access Gateway admin • Network changes (additional VLAN, interfaces, LACP) • SSL Certificate updates • Add/modify/test VIPs • AAA admin (requires Enterprise or Platinum licensing) • Global Server Load Balancing admin (requires Enterprise or Platinum licensing) • Application firewall admin (requires Platinum licensing) • System upgrades (2 per year)
RemoteAdmin – Windows	Gotham will assume day-to-day operational control of Customer's Windows virtual machines. Ongoing tasks and responsibilities include: • Monitoring and daily review of events, performance thresholds, critical services and event logs and remediation of issues • Configuration changes to existing virtual machines • Installation and upgrade of VMware Tools updates

Support Contacts:	Gotham provides level-2 support. Authorized contacts should be certified administrators or have equivalent experience.
Escalation:	Gotham tracks all incidents and escalations in its internal time tracking system. First calls are time-stamped when they are logged with the primary support number. All unresolved incidents are escalated to vendor within 24 hours of customer's initial Gotham contact. Gotham will use Customer's vendor support agreements whenever possible. If Gotham opens a case with Microsoft Support leveraging Gotham's reseller support, Customer will be billed $499 in addition to charges incurred for time spent by Gotham support resources.
Onboarding:	Once the Agreement is fully executed, a Gotham resource will contact Customer to begin the onboarding process. In cases where Gotham has no previous experience with or knowledge of Customer's environment, onboarding will include a discovery process of Customer's systems.
Term:	Managed Services Agreement is for **12 months**. This contract will not automatically renew. Renewals will be in 12-month increments and must be agreed upon in writing by Gotham and Customer.

RemoteAdmin service requests are addressed and completed Monday through Friday, 8:30AM – 5:30PM Eastern US time whenever possible. If the requested change requires systems interruption or downtime, Gotham will schedule the change window with Customer during off hours. For system upgrades and other services that can be prescheduled, customers should contact Gotham's Technical Services Manager. Gotham's Support Offerings are not intended to replace hardware or software warranties. No hardware, software, spare parts, etc. are provided by Gotham's Support Offerings.

GothamWatch addresses production break-fix issues and assists customers with troubleshooting issues of an urgent nature, such as network outages and degradation of services. Break-fix is defined as an attempt to correct a malfunction wherein a properly functioning device to which no updates or configuration changes have been made ceases to function properly,. Response time guarantees apply only to such issues.

Support is available only within Gotham's core technology practices and areas of expertise (the current list is available at www.gothamtg.com/support).

All RemoteAdmin and GothamWatch support requests must be submitted to the Support Desk for service level agreements to apply.

Unlimited remote support applies only to devices that are covered under this Managed Services agreement. All other support calls are subject to Gotham's minimum billing policies. All billable support is charged against existing service time blocks or billed on a time and materials basis and invoiced monthly.

Additional licenses can be purchased; volume discounts are available. Unit prices for additional users and/or devices are per user/device per month. Gotham will conduct an audit of existing users and/or devices upon execution of contract and reserves the right to conduct a quarterly true up.

This Managed Services agreement is prepaid in full for a term of one year. No work will be performed under this agreement until payment is received.

Onsite support is not included in this agreement. Any onsite work must be contracted under separate statements of work at Gotham's then current rates for special support services. All services provided by this agreement are subject to the attached Terms and Conditions, which are an integral part of this agreement.

Signatures

Allied Global Marketing

Gotham Technology Group, LLC

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Customer Representative's Name (Printed)

Gotham Representative's Name (Printed)

_____

_____

Title

Title

_____

_____

Customer Authorized Signature, Date

Gotham Authorized Signature, Date

Attachment A: Terms and Conditions

1. RemoteAdmin for Citrix

1.1. RemoteAdmin for Citrix Service Level Agreements

RemoteAdmin for Citrix Service	SLA (Business)	Interval
Adding/removing groups from a published application	8 hours	Ad hoc
Publishing an application	8 hours	Ad hoc
Installing a new application (UAT Environment)	5 days	Ad hoc
Installing a new application (Prod Environment)	5 days	Ad hoc
Adding/modifying Citrix & Microsoft policies	8 hours	Ad hoc
Patching of Citrix environment (excludes ADC)	TBD	Quarterly
Change to an ADC VIP	3 days	Ad hoc
Addition of an ADC VIP	5 days	Ad hoc

Gotham will respond to all RemoteAdmin requests within one business day to begin identifying requirements and coordinating with Customer resources to plan, schedule, test, etc. the requested change.

1.2. RemoteAdmin for Citrix Virtual Apps & Desktops Exclusions

- Citrix upgrades to the Virtual Apps & Desktops environments.
- Application development to resolve application issues or any physical hardware support.

1.3. RemoteAdmin for ADC Exclusions

- Physical changes to ADC (new physical interfaces, RMA work)
- Re-architecture - data center changes, large IP changes, new instance implementation
- New implementation of an advanced feature (AAA/GSLB/AppFW) will require scoping

2. GothamWatch Support

(a) Support as defined by this agreement is offered only on systems and software that fall within Gotham's core technologies, hereinafter referred to as "supported systems," (the current list is available at www.gothamtg.com/support), and does not cover network components; routers, switches, firewalls or other networking devices. It does not cover network storage components including; disk arrays, disk controllers, replication, and backup. Server hardware is not covered. (b) Support does not include installation services or services prior to contract date. (c) An incident is a single technical issue that may result in multiple communications, whether or not Gotham is able to provide a resolution (d) Support may be provided by Gotham or its affiliates (e) Support does not include hardware failure.

2.1. GothamWatch Support Service Level Agreement

There is a **2-hour** response guarantee for all phone, remote, web and email support. Response time guarantees do not apply to onsite visits. , all onsite visits are billable against existing service time blocks, or billed on a time and material basis.

2.2. GothamWatch Support Exclusions

(a) Gotham is not required to provide any support services relating to problems arising out of: (i) changes to operating systems or environment which adversely affect the supported systems; (ii) accident, negligence, or misuse of the supported systems; or (iii) use of CPU or peripherals, where applicable, other than those for which the supported systems were designed and licensed. (b) Gotham will only be obligated to support versions of any supported system that are currently supported by the manufacturer. Support for any earlier versions or for other problems not covered under this support agreement may be obtained at Gotham's then current rates for special support services.

3. SLA Failures

If Gotham fails to meet any SLA, Gotham will credit the prorated cost of a single day of the contract. If Gotham fails to meet an SLA three times or more during any thirty-day period, Gotham will refund the prorated cost of that month and Client has the option to terminate without penalty. SLAs only apply when contact is made through the Support Desk.

4. Customer eligibility and other requirements

(a) Customer is responsible for having the latest versions of licensed software installed on all devices. Any appropriate software subscription plans offered by manufacturer allowing for patch releases, must be current. (b) Customer will be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware at customer site and provide Gotham with access to customer's facilities to perform the services called for by this support agreement. (c) The annual support fee shall be due and payable within 30 days of the execution of this support agreement. No services will be provided until the support fee is paid. In addition, customer will reimburse Gotham for any expenses incurred by Gotham for the collection of any payments. Customer agrees to pay all such related fees incurred by Gotham. (d) The support fee is non-refundable.

5. Warranty disclaimer

Gotham will use all reasonable commercial efforts to provide the support requested by customer under this support agreement in a professional and workmanlike manner, but Gotham cannot guaranty that every question or problem raised by customer will be resolved. Gotham makes, and customer receives, no warranties of any kind, express, implied or statutory, arising in any way out of, related to, or under, this support agreement or the provision of materials or services hereunder, and Gotham specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

6. Limitation of liability

In no event will Gotham have any liability for any special, indirect, or consequential damages including, without limitation, damages for lost profits, loss of data or costs of procurement of substitute goods or services, arising in any way out of this agreement under any cause of action, whether or not Gotham has been advised of the possibility of such damages. These limitations will apply notwithstanding the failure of the essential purpose of any limited remedy. Notwithstanding anything in this support agreement, Gotham's maximum liability to customer will be the fee paid to Gotham by customer under this support agreement. Neither party will be liable for any loss, damage, or penalty resulting from acts of god or other causes beyond such party's reasonable control.

7. General provisions

This agreement will be governed by and interpreted under the laws of the State of New York without reference to conflict of law principles. No modification to this support agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. This support agreement constitutes the entire and exclusive agreement between the two parties hereto with respect to the provision of support services for the supported systems. The terms of this agreement supersede any contrary or additional terms contained in any customer-issued purchase order or other documentation. Customer will not assign its rights or obligations under this support agreement without the prior written consent of Gotham, such agreement not to be unreasonably withheld.

8. Termination provisions

This agreement is for a period of 12 months commencing on the date indicated. Any services, incidents, training and/or audits not used during the term of this support agreement will be deemed to have lapsed and will not be available for customer's use for the term of any subsequent support agreement or beyond the period set

9. Basis for Service Charges

Gotham provides its services on a time and materials basis. Gotham may, at its option, advance reasonable expenses under $100 for its customers. At Gotham's request, customers will directly pay or advance to Gotham the amounts to pay proper expenses of $100 or more. Any pre-purchased credit left on account for a period of time greater than a year will become the property of Gotham.

10. Invoicing

Invoices are due net thirty (30) days. Late payment charges of one and one half percent (1½ %) per month apply to amounts that remain unpaid for thirty days. Gotham has the right to suspend further services or shipments in the event that the customer fails to make payments when due.

11. Performance

Customer shall cooperate with Gotham and shall take all steps reasonably necessary to permit Gotham to perform any agreed services. Gotham shall provide its services in a good and workmanlike manner consistent with the prevailing standards for information services consultants providing similar services in the three-state Greater New York Metropolitan area.

12. Warranty

Gotham disclaims all representations and warranties that are not specifically agreed to in writing, including, without limitation, any warranties of merchantability, fitness for a particular purpose, effort to achieve purpose, quality, accuracy, non-infringement, quiet enjoyment, and title or system availability. Gotham is not responsible for any direct, special, incidental, consequential or exemplary damages, including, but not limited to, damages based on loss of profits, loss of use, business interruption or loss of data, even if advised of the possibility of such damages.

13. When services are performed using customer's software or systems

Customer shall ensure that all computers, computer systems, software, and materials that are provided to or for Gotham personnel by the customer shall be duly licensed for their reasonably anticipated use in connection with Gotham services. Customer shall ensure that all computers, computer systems, software, and materials that are provided to or for Gotham personnel shall not infringe the copyright, patent, trade secret or other intellectual property rights of any third party.

14. Credit Cards

Gotham accepts Visa, MasterCard, and American Express as payment types for orders only before the order has shipped. If the customer wishes to make use of a credit card, they must inform their account representative and complete the appropriate authorizations. An additional processing fee of three percent (3%) will be added to all orders paid by credit card. Your card will be charged when product ships. No credit card payments will be accepted after product has shipped as part of Gotham's net terms.

15. Relationship

With respect to the customer, Gotham, and its employees and contractors, are independent contractors. As between Gotham and its customer, Gotham is solely responsible for withholding and payment of all applicable federal, state, and local income and payroll taxes with respect to Gotham's employees. Gotham will not enter into any partnership, joint venture, or agency relationship between Gotham and its customers without an express written agreement identifying the same. Neither Gotham nor its customers have the right to make agreements on behalf of the other.

16. Non-solicitation

Gotham will not solicit for employment customer's employees that become known to Gotham as a result of Gotham's performance of services for customer. Customer will not solicit for employment Gotham's employees or contractors that become known to customer as a result of Gotham's performance of services for customer.

17. Use of Name

Gotham and Customer hereby authorizes each other to refer to the other by name and trademark, and to the existence of the relationship between them, and briefly to describe the other's business, in business development materials, including, printed materials and Internet web sites.

18. Notice

Notices sent to Gotham should be sent by email to notice@gothamtg.com. Notices will be sent to customer at the email address of a customer representative. Notices are effective when received if they are received from 9 am to 5 pm, EST. Notices not received between those hours are effective the first business day after they arrive at the recipient's mail server.

19. Applicable Law

Agreements made between Gotham and its customers are governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof.

20. Modifications

Agreements made between Gotham and its customers shall be in writing. No written agreement between Gotham and its customer can be modified except by a subsequent written agreement signed by an officer of Gotham.