

## IT PRO SERVICE ORDER

This Service Order (this “Service Order”) is subject to and governed by the MTM Technologies, Inc. Agreement between the customer referenced herein (“Customer”) and the MTM Technologies, Inc. entity referenced herein (“MTM”) or, if Customer and MTM have not executed an MTM Technologies Agreement, the terms of MTM’s standard MTM Technologies Agreement, which is posted at <http://www.mtm.com/terms> and a copy of which is available upon Customer’s request (in either case, the “Agreement”).

### 1. Scope of Services

<b>Customer Name:</b>	Lake County (“ <b>Customer</b> ”)
<b>Contract Number:</b>	439853 /GSA Contract: GS-35F-0511T
<b>Address:</b>	18 N. County St., 8th FL Waukegan, IL 60085-4357
<b>MTM Personnel:</b>	Landry Hakjouok Tafone
<b>Services:</b>	Staffing - Cisco Network Systems Engineer
<b>Start Date:</b>	August 6, 2018 - confirmation pending completion of background check process
<b>Duration:</b>	6 months with possibility of extension or hire
<b>Contract Rate:</b>	\$107.00 per hour for all hours worked

### 2. Definitions

All capitalized terms used and not defined herein shall have the same meanings given them in the Agreement.

“**Facility**” is any location owned, leased, rented, or used by Customer that MTM Personnel may use in providing the Services.

“**MTM Personnel**” are agents, employees or subcontractors engaged by MTM.

### 3. MTM Responsibilities

**3.1** MTM will furnish the MTM Personnel who will provide the Services, which Services may include advice and recommendations. To the extent that any advice or recommendations are made by MTM Personnel, any decisions relating to the implementation of such advice and recommendations shall be made by and are the sole responsibility of Customer. MTM will conduct background investigations on any agents, employees or subcontractors engaged by MTM for use with “Customer”. At the “Customer” Request, MTM will conduct drug tests on any agents, employees or subcontractors engaged by MTM for use with “Customer”.

### 4. Customer Responsibilities

**4.1** Customer will solely define the scope of the Services and any related deliverables. Any description of Services and related deliverables set forth in this Service Order or any other document are provided for informational purposes only. MTM Personnel shall report directly and exclusively to Customer, and Customer shall be solely responsible for the direction, supervision, management,

performance and results of the performance of the MTM Personnel, including all related quality control measures. On occasion, MTM Personnel may wish to consult others at MTM on particular matters; however, since MTM Personnel are working under the direct supervision of Customer, they will not be subject to MTM's supervision and other quality control procedures and in no event shall MTM be responsible for the direction, supervision, management, performance or work product of such MTM Personnel. In the event that MTM Personnel are replaced according to the warranty procedure set forth in Section 8.1 below, or for any reason, such replacement MTM Personnel shall be given at least two (2) week's of training time in order to become familiar with the requirements and any pertinent specifications required in order to perform the Services.

**4.2** Customer will provide MTM Personnel, or cause MTM Personnel to be provided, at no charge with the use of space, equipment, and support at the Facilities reasonably necessary for the performance of the Services. This includes adequate office space, equipment, supplies, telephone service and administrative support. Customer will provide MTM Personnel with full and safe access to such Facilities, subject to MTM Personnel's compliance with Customer's reasonable rules and regulations communicated in writing to MTM Personnel regarding personal and professional conduct while at the Facilities. Customer represents that Customer is not aware of the presence of any unsafe condition or hazardous material at any Services work location. If Customer becomes aware of the existence of any unsafe condition or hazardous material, Customer will promptly notify MTM Personnel in writing. MTM Personnel reserve the right to discontinue the performance of the Services until any such unsafe condition or hazardous material has been remedied.

## **5. Charges and Payment**

**5.1** MTM shall be compensated on a time and materials basis, on a fixed price basis, or as otherwise provided in Section 1 above, at the rates provided in Section 1 above. Fees designated as "Time and Materials" or "T&M" are determined by the relevant MTM Personnel's daily or hourly rates (as specified in Section 1 above) multiplied by the number of man-hours or days (based on an 8-hour day unless otherwise specified in Section 1) worked.

**5.2** Unless explicitly excluded, Customer shall reimburse MTM for all costs and expenses (such as travel) reasonably incurred by MTM Personnel in connection with its performance of the Services, with meals and incidental expenses to be reimbursed based on the current MTM Corporate Contractor Travel and Expense Policy. Customer acknowledges that MTM may participate in and retain the benefit of incentive plans or other programs with, among others, its travel providers wherein MTM may receive benefits, such as frequent flier miles or other consideration for corporate travel volume.

**5.3** Unless otherwise provided in Section 1 above MTM will remit monthly invoices, which are due in full upon receipt. Such invoices will be based on MTM Personnel's time records submitted to and approved by Customer, which approval shall constitute verification of the accuracy of the recorded time.

## **6. Conversion Fees**

In the event that Customer shall, directly or indirectly, through an Affiliate or otherwise, employ or retain as an independent contractor any MTM Personnel, Customer shall pay MTM a conversion fee in accordance with the following fee schedule:

<b>Number of Billable Hours After MTM Personnel Commences Services</b>	<b>Amount of Conversion Fee as Percentage of MTM Personnel's Annual Pay Rate</b>
0-176	25%
177-504	20%
505-672	15%
673-840	10%
841-1040	5%
1041+	0%

For illustration purposes only, if Customer hires MTM Personnel with an Annual Pay Rate of \$100,000 after MTM Personnel has provided 700 hours of billable services, Customer shall pay MTM a conversion fee of \$10,000 (10% of \$100,000).

## **7. Term and Termination of Service Order**

This Service Order will begin on or about the Start Date for the Term set forth in Section 1.

**7.1** Customer may terminate this Service Order in whole or in part upon at least ten (10) business days written notice to MTM provided, however, if MTM is provided less than thirty (30) days notice that an MTM Personnel resource is no longer required, if MTM is unable to place such resource elsewhere, Customer shall pay for such resource through the complete thirty (30) day period. Both MTM and Customer will keep each other informed as far in advance as possible concerning resource schedule changes.

## **8. Additional Terms**

**8.1 Warranty.** MTM warrants that the MTM Personnel furnished under this Service Order possess the general skills, knowledge and experience to perform the Services as described by Customer. If the performance of any of such MTM Personnel demonstrates that such person does not possess the general skill, knowledge and experience to perform such Services, as Customer's sole remedy for breach of such warranty MTM shall use commercially reasonable efforts to provide Customer with a suitable replacement for such person promptly after Customer provides MTM with a timely, reasonable written description of the performance problem. THIS WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, MTM DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE SERVICES INCLUDING THE RESULTS OF CUSTOMER'S USE OF THE SERVICES.

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THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS SERVICE ORDER, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS SERVICE ORDER, INCLUDING ITS EXHIBIT(S) AND SCHEDULE(S), IF ANY, ANY CHANGE AUTHORIZATION(S) AND ANY AGREEMENT REFERENCED HEREIN, CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SERVICE ORDER AND SUPERSEDES ALL ORAL OR WRITTEN PROPOSALS, NEGOTIATIONS, CONVERSATIONS AND OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SERVICE ORDER.

MTM and Customer hereby represent and warrant to each other that the individual executing this Service Order is duly authorized to execute and deliver this Service Order on its behalf.

IN WITNESS WHEREOF, MTM and Customer have duly executed this Service Order as of the last date written below.

<b>MTM TECHNOLOGIES, INC.</b>	<b>CUSTOMER</b>
By:	By:
Name: Kevin Krick	Name: Forest E. Pennington
Title: VP Innovation Services	Title: CTO
Date:	Date: