EssentialNet Solutions
IT Support Services Agreement

1.0 Term of Agreement

This IT Support Services Agreement ("Agreement") between The College of The Florida Keys, a Florida College System Institution ("Client") whose address is 5901 College Rd, Key West, FL 33040 and Networked Solutions, Inc., a Florida corporation D/B/A EssentialNet Solutions ("Service Partner") whose address is 2301 W Eau Gallie Blvd., Suite 4, Melbourne, FL 32935 shall become effective on the date when the last one of Client or Service Partner has signed this Agreement, as stated on the signature page and shall remain in force for an initial period of twelve (12) months, effective July 1, 2022 through June 30, 2023 and shall not auto-renew. If desired by client extensions to this Agreement will be negotiated and presented as an addendum to this Agreement.

1.1 This Agreement may be terminated by Client upon six months written notice to the Service Partner.

1.2 Service Partner may immediately terminate this Agreement in the event Client fails to perform its obligation for payment of invoices pursuant to this Agreement. In such event, Service Partner shall have the right to immediately recover for all services performed prior to the date of termination.

1.3 If either party terminates this Agreement, Service Partner will assist Client in the orderly termination of services, including timely transfer of the services to another designated contractor. Client agrees to pay Service Partner the actual costs of rendering such assistance at then-current labor rates.

2.0 Fees and Payment Schedule

Charges will be invoiced to Client monthly in the amount of forty-seven thousand three hundred and thirty-nine and no/dollars $47,339 for up to seven hundred ninety-three (793) hours per month, and Client shall make payment in accordance with the provisions of the FLORIDA PROMPT PAYMENT ACT, Florida Statutes section 218.70 et seq. Service Partner reserves the right to suspend services if payment is not received within 45 days following due date.

It is understood that Services requested by Client falling outside of the terms of this Agreement will be considered separate projects requiring written authorization from Client, and will be quoted and billed as separate, individual services at then-current rates.

3.0 Taxes

Client is tax exempt, it is understood and agreed that no federal, state, or local taxes shall be added to any invoice for services or materials rendered under this Agreement. Client shall provide Service Partner with a valid exemption certificate for the state of Florida.

4.0 Services and Coverage

Client desires to engage Service Partner for the IT augmentation and support of its information technology infrastructure as described below.

1. IT Director Services.

- IT Planning
- IT Budgeting

- Project Management
- Process Review and Development
- Standards Assessment, Development and Recommendations
- 3rd Party Vendor Management
- Procurement Review and Recommendations
- Validation of Engineering's Design, Product, and Service Recommendations
- Monthly Fee – eight thousand two hundred and fifty dollars and no/100 dollars - $8,250.00 per month
- Up to seventy-five (75) hours per month
- Additional time will be billed at one hundred twenty-five and no/dollars ($125.00) per resource hour.

2. Network Administration Services

- End user support
- Staff training
- Server administration
- Cloud services administration
- Infrastructure administration
- Monthly Fee – six thousand eight hundred seventy-six and no/100 dollars - $6,876.00 per month
- Up to one hundred ten (110) hours per month
- Additional time will be billed at one hundred twenty-five and no/dollars ($125.00) per resource hour.

3. Remote Systems Analyst Services.

- Assistance with business application support
- Assistance with business application tuning
- Assistance with business application upgrades
- Assistance with business application installation
- Assistance with Microsoft 365 license management and installation of services
- Monthly Fee – two thousand two hundred and no/100 dollars - $2,200.00 per month
- Up to twenty-four (24) hours per month
- Additional time will be billed at one hundred twenty-five and no/dollars ($125.00) per resource hour.

4. Remote Help Desk Services.

- End user support
- Staff training
- Staff mentorship
- Monthly Fee – two thousand two hundred and no/100 dollars - $2,200.00 per month
- Up to twenty-four (24) hours per month
- Additional time will be billed at one hundred twenty-five and no/dollars ($125.00) per resource hour.

5. Onsite Help Desk Services.

- Monthly Fee – Five thousand two hundred seventy-one and no/100 dollars - $5,271 per month
- Up to one hundred sixty (160) hours per month
- Additional time will be billed at one hundred twenty-five and no/dollars ($125.00) per resource hour.

6. Onsite Help Desk Services.

- Monthly Fee – Five thousand two hundred seventy-one and no/100 dollars - $5,271 per month
- Up to one hundred sixty (160) hours per month
- Additional time will be billed at one hundred twenty-five and no/dollars ($125.00) per resource hour.

7. Onsite Help Desk Services.

- Monthly Fee – Five thousand two hundred seventy-one and no/100 dollars - $5,271 per month
- Up to one hundred sixty (160) hours per month
- Additional time will be billed at one hundred twenty-five and no/dollars ($125.00) per resource hour.

8. Managed Outsourced Security and Infrastructure

- Password credential tracking and management
- Network and server documentation creation and management
- State security audit responses
- Security policy development
- Responding to security and infrastructure incidents
- Responding to security and infrastructure alarms and monitor alerts
- Configuring and responding to hardware issues
- Backing up network configuration
- Firewall, Router, Switch, and WiFi configuration, management, and support
- Management of college end point security software including deployment and auditing of licenses
- Management of college remote access solutions including single sign-on
- Monthly Fee – twelve thousand and no/100 dollars - $12,000 per month
- Up to eighty (80) hours per month
- Additional time will be billed at one hundred fifty-five and no/dollars ($155.00) per resource hour.

9. Help Desk Ticketing System.

- Zero dollars ($0.00) per month

Total Monthly = Forty-seven thousand three hundred thirty-nine and no/dollars $47,339.00

4.1 Remote support.

Remote helpdesk, management, and remediation of Client's information technology infrastructure and networks will be provided to the Client by Service Partner through remote means 24 hours per day, 7 days per week, 365 days per year including public holidays.

 4.2 Support and Remediation

Service Partner will respond to Client's trouble tickets within 2 hours. Trouble tickets must be opened by Client's designated contact person(s), by email or phone to Service Partner's help desk. Unless it is immediately clear that a service call requires on-site service, Service Partner will treat each service call as a remote service call. Each call will be assigned a trouble ticket number for tracking.

4.3 Service outside Normal Working Hours

Outside of normal business hours (8:00 am – 5:00 pm Monday through Friday) support and remediation services will be provided by a designated on-call person(s), who will attempt to remediate the issue and/or alert/involve additional resources. However, requests for support outside of normal business hours must be initiated via a phone call to the Service Partner's designated on-call person(s).

4.4 Service Calls Minimum Charge

If Client requests on-site service that is outside the scope of this Agreement, Client shall be billed for a minimum of 1-hour labor at the rate of one hundred twenty-five ($125.00 per resource hour). Travel and lodging expenses, if applicable, will be billed at cost and as incurred. Should an on-site service be required due to an error or issue caused by Service Provider, Client shall not be responsible for the minimum charge, travel, and expenses.

4.5 Emergency on-site service

In the event of an emergency requiring onsite service, whether that on-site service is within or is outside of the scope of this Agreement, and whether the emergency occurs within or outside of normal business hours, Service Partner will respond to Client's emergency, and will be on-site, within 24 hours of the occurrence of the emergency. For the purposes of this paragraph, an emergency is a situation that poses (or is likely to pose) an immediate risk to health, life, property, or the environment; and/or a situation that causes (or is likely to cause) a disruption to, or the interruption of, the regular and normal services provided by the Client.

5.0 Additional Maintenance Services

5.1 Hardware/System Support

Service Partner shall provide support of all hardware and systems, provided that all critical hardware is covered under a currently active vendor support contract; or replaceable parts be readily available, and all software be genuine, currently licensed and vendor supported. Should any hardware or systems fail to meet these provisions, Service Partner reserves the right to exclude them from this Agreement. Should 3rd party vendor support charges be required to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

5.2 Virus, Malware, and Denial of Service (DoS) Attack Recovery

Damages caused by, and recovery from, virus infection, malware, and DoS Attacks of any kind are not covered under the terms of this Agreement.

5.3 Monitoring Services

Monitoring of Services is not in scope for this agreement at this time

6.0 Client Responsibilities and Minimum Best Practices Baseline Targets

6.1 Under this agreement, the Client agrees that, within a reasonable timeframe and as Client's budget allows, Client's existing environment will be brought up the following minimum baseline per industry-recognized Best Practices:

6.1.1. All server and desktop software must be genuine, licensed, and vendor supported.

6.1.2 The environment must have a currently licensed, vendor-supported, business-grade hardware firewall between the internal network and the internet, as approved by Service Partner.

6.2 Under this agreement, the Client agrees that existing environment will meet and maintain the following minimum baseline per industry-recognized Best Practices upon execution of this Agreement.

6.2.1. The environment must have a currently licensed, up-to-date, and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email. Client's antivirus solution software shall be deemed approved by Service Partner unless Client is notified to the contrary in writing by the Service Partner.

6.2.2 The environment must have a currently licensed, vendor-supported server-based backup solution as approved by Service Partner. Client's backup solution shall be deemed approved by Service Partner unless Client is notified to the contrary in writing by the Service Partner.

6.2.3 Client is expected to maintain manufacturer's warranties on all hardware. Service Partner may at its sole discretion elect to include day-to-day support for hardware that is not covered under a manufacturer's warranty; however, Service Partner reserves the right to exclude any piece of non-warranty hardware from the contract with written notification to Client. Client also understands that any repair or replacement parts provided for failed hardware that is not under warranty will be billed outside of this Agreement.

6.2.4 Client is required to maintain active support agreements with any third-party software vendor that does not include free support for its products in order for that application to be supported under this Agreement.

6.2.5 Client understands that Service Partner will limit user access to network resources and access levels required for those users to do their jobs. Service Partner will provide full access to network resources to anyone the client designates, but managed access to the network resources is a critical part of maintaining a controlled, efficient, and product technology environment.

6.2.6 Service Partner shall communicate and work directly with third parties concerning any third-party activity on Client's network or hardware, or the addition by a third party of additional critical hardware or software to Client's systems.

Costs required to bring Client's environment up to baseline are not included under this Agreement and will be quoted separately.

7.0 Indemnification

7.1 Indemnification

Service Partner shall defend, indemnify, and hold harmless Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description, including reasonable attorneys' fees and litigation expenses, brought on account of any injuries, damage or loss (real or alleged) sustained by any person or persons arising out of (1) negligent acts or omissions of Service Partner, its employees, subcontractors or agents, including, but not limited to any claims for personal injury, including any injuries or damages sustained by Service Partner's employees, property damage, or infringement of copyright, patent, or other proprietary rights; or (2) any other claims of any nature whatsoever arising out of the Service Partner's performance of the services to be provided pursuant to this Agreement, or Service Partner's failure to perform or comply with any requirements of this Agreement, including specifically but not limited to employment-related claims arising under the common law or based upon any federal, state, or local statutes, ordinances, or regulations.

Client shall protect, indemnify and hold the Service Partner, its affiliates, Lenders, officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any damage to any Service Partner owned property or death, bodily or personal injury to any person, occurring in or about Client's campuses, to the extent that such injury or damage shall be caused by or arise from any intentional act or negligence by or of Client, its agents, contractors or employees.

Subject to the limitations set forth in Section 7.3, Service Partner and Client each agree to indemnify defend and hold the other harmless against any action to the extent that such action is based upon a claim that the software or Confidential Information (hereinafter defined) provided by the indemnitor, or any part thereof, infringes upon the intellectual property rights of any third party, to the extent permitted by Florida law.

7.2 Intentionally deleted.

7.3 Procedures.

All indemnification obligations under this Section 7.0 shall be subject to the following requirements: (a) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party shall have no liability for attorney's fees and costs incurred by the indemnified party.

The provisions within this Section 7 shall survive the expiration or termination of this Agreement.

8.0 Confidentiality

8.1 Scope of Obligation

In connection with the Services performed under this Agreement, the parties may have access to the other party's Confidential Information. "Confidential Information" means non-public information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Client lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care.

Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

Service Partner further acknowledges and understands that third parties and vendors of Client that Service Partner will be monitoring and working with may have their own confidentiality provisions, of which Service Partner is obligated under this Agreement to comply with.

8.2 Exceptions

Confidential Information shall not include any information that: (a) is already known to the receiving party or its affiliates; (b) is received by the receiving party from a third party without any restriction on confidentiality; (c) is independently developed by the receiving party or its affiliates; (d) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (e) is approved for release by prior written authorization of the disclosing party.

8.3 Residual Rights

Each party acknowledges that the other may, as a result of its receipt of or exposure to the other party's Confidential Information, increase or enhance the knowledge and experience retained in the unaided memories of its directors, employees, agents or contractors. Notwithstanding anything to the contrary in this Agreement, each party and its directors, employees, agents or contractors may use and disclose such knowledge and experience in such party's business, so long as such use or disclosure does not involve specific Confidential Information received from the other party. The disclosing party will not have rights in such knowledge and experience acquired by the recipient party, nor rights in any business endeavors of the recipient party which may use such knowledge and experience, nor rights to compensation related to the recipient party's use of such knowledge and experience.

8.4 Irreparable Harm.

Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

8.5 Survival of Obligation.

The terms and provisions of this Section 8.0 shall survive any expiration or termination of this Agreement.

9.0 Ownership of Work Product

9.1 General

All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes, or other work product created by Service Partner during the course of performing the services shall belong exclusively to Service Partner, and Client shall have no right or interest therein. Unless this Agreement is terminated by Service Partner for Client's material breach or failure to make payments to Service Partner, Service Partner hereby grants to Client a perpetual, royalty-free, nontransferable, nonexclusive license to use, solely for Client's internal business purposes,

the object code form of any application software programs, or other work product created by Service Partner in performing the services under this Agreement.

9.2 Development Tools

Notwithstanding anything to the contrary in this Agreement, Service Partner will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the managed services which are based on trade secrets or proprietary information of Service Partner or are otherwise owned or licensed by Service Partner. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Service Partner or Client to violate the proprietary rights of any third party in any software or otherwise.

The provisions of this Section 9.0 will survive the expiration or termination of this Agreement.

10.0 Right to Engage In Other Activities

Client acknowledges and agrees that nothing in this Agreement will impair Service Partner's right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for Service Partner similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

10.1 Independent Contractor

In the performance of the work hereunder, Service Partner shall be an independent contractor and not an employee of Client. Service Partner is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of Client unless expressly authorized in writing by Client. Client will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of Service Partner or its employees. Service Partner is not eligible for, not entitled to, and shall not participate in any of Client's employee, health, or other benefit plans. Service Partner is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law. Service Partner indemnifies Client and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that Service Partner or anyone engaged through Service Partner is an employee of Client.

Nothing in this Agreement constitutes Client a partner of Service Partner or a joint ventures or member of a common enterprise with Service Partner.

11.0 Settlement of Disputes

11.1 In the event a dispute arises regarding the interpretation of the terms and conditions of this Agreement, the parties agree to meet with each other in an effort to achieve a good faith resolution of the dispute within five working days of the date either party receives written notification from the other that there is a dispute.

In the event the parties are unable to arrange a meeting within the required time, the parties may mutually agree, in writing, to schedule the meeting at a later date. In the event the meeting is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from or related to the dispute.

Either party's willful and deliberate refusal, or failure, to meet this requirement shall serve as a complete abandonment of any rights or defenses that party may have in regard to the matter in dispute.

In the event the parties are unable to reach an amicable resolution of the dispute at the meeting required above, the parties agree to participate in non-binding mediation in a good faith effort to resolve the dispute within ten working days of the date of their initial dispute resolution meeting. The mediator shall be selected by mutual agreement of the parties. In the event the parties are unable to agree, the mediator shall be selected in accordance with the rules of the American Arbitration Association. Each party shall be responsible for its own costs in participating in any such mediation, and one half of the costs of the mediator.

In the event the parties are unable to arrange mediation within the required time, the parties may mutually agree, in writing, to schedule the mediation at a later date. In the event the mediation is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from or related to the dispute.

11.2 Litigation

If the parties are unable to resolve the dispute by mediation, the Client shall retain any and all rights Client may have to institute a legal action to enforce Client's interpretation of the Agreement, and Client is entitled to recover any damages authorized by the Agreement to the extent permitted by Florida law.

12.0 Assignment

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an entity who acquires substantially all of the stock or assets of such party; provided that consent will be required in the event that the non-assigning party reasonably determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

13.0 Default

The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

14.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflict of laws principles. Venue for all legal actions under this Agreement shall be in Monroe County, Florida or in the federal Courts serving Monroe County Florida.

15.0 Service of Notice

All notices or other relevant communications required hereunder shall be in writing and shall be deemed to be sufficient if personally delivered, sent by registered or certified mail (return receipt requested) or express courier service with postage and/or courier charges pre-paid to the parties' respective addresses provided above. In the event, there is a limited time to respond to any notices given under this contract, the period of time to provide notice shall run from the date of receipt of the notice by Client or Service Partner. In no event shall notices delivered by facsimile or electronic mail be considered "notice" under the terms and conditions of this Agreement.

For the purposes of providing notice under this contract, the Authorized Representative of Service Partner is Frank Huston and, the Authorized Representative of Client is Charlene White and may not be changed except in writing specifically referring to this paragraph of the contract. Any communication addressed to any other individuals shall not serve as notice under the terms and conditions of this Agreement.

16.0 Insurance Service Partner shall carry insurance to financially support indemnification of Client as provided herein, and shall provide certificates of such insurance, upon request.

17.0 Advertisement. Service Partner may not use the name of Client or any variation thereof for advertising or publicity purposes without first obtaining written permission from Client.

18.0 Entire Agreement and Modifications

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties. Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against either party.

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

19.0 Severability

In the event any one or more of the provisions of this Agreement is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

20.0 Force Majeure

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures, or loss of an IP address or other disruption to internet connection caused by a third party. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

21.0 Non-Solicitation of Employees

21.1 Client acknowledges that Service Partner has a substantial investment in its employees that provide Services to Client under this Agreement and that such employees are subject to Service Partner' control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving Service Partner' written consent.

21.2 Intentionally deleted.

22.0 Agreement Headings and Numbering

Paragraph headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of the Agreement, the text shall control.

23.0 Time is of the Essence. Time shall be of the essence under this Agreement.

24.0 Waiver The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

25.0 Authority Each party warrants that it has the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which it is a party.

EXECUTED as of the date written below each signature in several counterparts, each of which shall be deemed an original, but all of which constitute only one agreement.

SERVICE PARTNER: CLIENT:

Networked Solutions, Inc., a Florida corporation   **The College of The Florida Keys, a Florida**
D/B/A EssentialNet Solutions   **College System Institution**

Name: Frank Huston   Name:
_____   _____

Title: President   Title:
_____   _____

Authorized   Authorized
Signature: Signature:
_____   _____

Date: Date:
_____   _____