



435 North Main Street
La Verkin, Utah 84745
(435) 635-2581 (435) 635-2104 Fax
www.laverkin.org

La Verkin City Council Meeting Agenda
Wednesday, August 19, 2026
6:00 p.m. regular meeting
Council Chambers, 111 S. Main, La Verkin, Utah

- A. Meeting Called to Order:** Invocation by Invitation; Pledge of Allegiance
- B. Presentation:**
1. Public apology
 2. Introduction of La Verkin Gherkin
- C. Consent Agenda:** (Items on the consent agenda may not require discussion. These items will be a single motion unless removed at the request of the Mayor or City Council.)
1. Declarations of conflict of interest
 2. Agenda
 3. Meeting Minutes: August 5, 2026, work and regular meetings.
 4. Checks and Invoices: \$ 195,566.60
- D. Public Hearing:**
1. Ordinance regarding pay increase for statutory employees.
- E. Business:**
1. Consideration and possible action to approve Ordinance No. 2026-17, an ordinance approving a merit increase for the Directors, City Recorder, City Treasurer, and City Administrator.
 2. Consideration and possible action to approve a contract with Computech.
 3. Consideration and possible action to approve Proclamation No. 2026-03, a proclamation declaring September 17 through September 24, 2026, as Constitution Week.
- F. Mayor & Council Reports:**
- Mayor Wilson:*
Kyle Gubler: City updates
Fay: City updates
Gubler: Public Safety, Recreation/City Festivals
Prince: Beautification/Trails Committee, Economic Development/Tourism, DTEC
Pectol: Fire District, Ash Creek Special Service District
Barr: Washington County Solid Waste, Historical Preservation
Valenti: Planning Commission/Zoning, Southwest Mosquito Abatement
- G. Citizen Comment & Request for Future Agenda Items:** No action may be taken on a matter raised under this agenda item. This item is reserved for the citizens of La Verkin who have items not listed on this agenda. There is a time limit of 20 minutes with each individual taking no more than 3 minutes.

H. Adjourn:

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Nancy Cline, City Recorder, (435) 635-2581, at least 48 hours in advance.

Certificate of Posting

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the posted on the State website at, posted on the La Verkin City website at www.laverkin.org and at the city office buildings

111 S. Main and 435 N. Main on August 14, 2026

Nancy Cline, City Recorder

City of La Verkin

435 North Main St., La Verkin, Utah, 84745
(435) 635-2581 Fax (435) 635-2104
www.laverkin.gov

La Verkin City Council Meeting Minutes Wednesday, August 5, 2026, 6:00 pm. Council Chambers, 111 S. Main, La Verkin, Utah

Present: Mayor Kelly Wilson; Council Members: Darren Prince, Micah Gubler, Scot Pectol, Amanda Barr, John Valenti;
Staff: Kyle Gubler, Fay Reber, Derek Imlay, Maridee Johnson, and Nancy Cline.

A. Called to Order – John Valenti gave the invocation and Pledge of Allegiance at 6:00 pm.

B. Presentation:

1. HVFD

Nick Wright discussed

C. Consent Agenda: (Items on the consent agenda may not require discussion. These items will be a single motion unless removed at the request of the Mayor or City Council.)

1. Declarations of conflict of interest
2. Agenda
3. Meeting Minutes: July 1, 2026, work and regular meeting.
4. Checks & Invoices: \$ 654,599.33

The motion was made by Councilman Pectol to approve the consent agenda as written. Meeting minutes for July 1, 2026, work and regular meeting. Checks and invoices in the amount \$654,599.33, second by Councilman Valenti. Roll Call Vote: Barr-yes, Valenti-yes, Pectol-yes, Prince-yes, Gubler-yes. The motion carried unanimously.

D. Business

1. Consideration and possible action to approve the retirement increase of 1.25% to public safety tier II employees.

Kyle explained that the retirement contributions for Tier 2 public safety employees. A 1.25% retirement increase was proposed, with the city's potential pickup cost at 5.98%. This affects Tier 2 public safety staff which there are three staff.

Councilman Prince asked if this was something cities usually agree to.

Kyle responded he didn't know what other cities contributed. They agreed in the past to cover the increase.

Councilman Valenti asked where in the budget did this come out of.

Kyle replied it is out of the general budget in the salary and wages line for the police.

The motion was made by Councilman Valenti to approve the retirement increase of 1.25% to public safety tier II employees, second by Councilman Gubler. Roll Call Vote: Barr-yes, Valenti-yes, Pectol-yes, Prince-yes, Gubler-yes. The motion carried unanimously.

2. Consideration and possible action to approve an Interlocal agreement between Washington County and the city of La Verkin funding lighting on a portion of the Zion Corridor Trail.

Derek explained that they built the wall on the trail to give privacy to the homeowners on the trail. There are a few places that are really dark and part of the block wall has already been broken. The county found the money

to install the lights through a grant. La Verkin will not have to contribute any money. The lights will be along the entire trail. They have electrical already wired by the fence so it will be easy to hook into it.

Councilman Valenti added that the city will have to maintain them.

Councilman Gubler asked if the homeowners can see the kids gathering at the wall.

Derek replied they can't see them because the wall is eight feet, but they can hear them.

The motion was made by Councilman Prince to approve an Interlocal agreement between Washington county and the city of La Verkin funding lighting on a portion of the Zion Corridor Trail, second by Councilman Pectol. Roll Call Vote: Barr-yes, Valenti-yes, Gubler-yes, Pectol-yes, Prince-yes. The motion carried unanimously.

3. Discussion regarding Placer.ai.

Kyle explained a proposal for an AI-driven data analytics subscription (\$15,000 annually) that uses cell phone app data to gauge visitor origins, stay durations, and movement patterns (e.g., geofencing the hot springs and tracing subsequent visits to businesses). While such insights could aid business recruitment and marketing, for example, demonstrating demand for certain restaurants. He noted that several nearby jurisdictions (Washington City, Hilldale, Cedar City) and Southern Utah Economic Alliance have used or are pursuing region-wide subscriptions.

Councilman Prince informed them that they should not subscribe, there could be potential county-wide access through the regional alliance.

The council agreed to not subscribe until there was a greater need when the Topside develops.

4. Discussion regarding Zion Regional Collaborative (ZRC).

Councilman Valenti explained the ZRC lost funding and could no longer pay their assistant but would like to keep the organization still running. They would ask each city to host a meeting at a small cost. They want to keep meeting to share information about each city and upcoming projects and ideas to work together. He offered to continue being the La Verkin city representative.

Councilman Prince asked if they no longer need to donate the money that has been added to the budget for this organization could they transfer that money to the trail budget.

Kyle replied they could move the money in the budget amendment if the council agreed to it.

Mayor Wilson agreed with councilman Valenti that they should stay a member since they already are and keep up on what the sister cities are planning.

E. Mayor & Council Reports:

Mayor Wilson: Reported that they had the groundbreaking yesterday for the pond project. It will improve the irrigation waters quality to the citizens.

Kyle Gubler: Reported that the bridge fencing project is delayed; the awarded contractor is designing their own fencing solution. IT services: The city issued a 30-day termination notice to Tech Legion (effective August) due to inadequate service and billed travel costs. The city is transitioning to Computech, which has a St. George office and existing relationships with nearby municipalities; the new contract is under legal review and will be presented at the next council meeting. Wanless Park vandalism: Mediation concluded. One of the youth guardians paid \$700 and the youth has 20 service hours to be completed in Southern California (to be tracked and reported). The second youth, whose guardian cannot pay, will complete 40 local community service hours; compliance will be enforced. Water Days is scheduled for

Saturday, August 8, from 2:00 PM to 6:00 PM. Council members received a ballot to vote for two names for a working group and were asked to return selections to the mayor.

Fay: Nothing to report.

Pectol: Reported that St. George's underpass project (connecting two exits) is out for bid, including utility/traffic integration and widening I-15 to three lanes in each direction. Additional I-15 work is planned between exits 15 and 20, plus truck/passing lanes on Black Ridge, signaling substantial near-term traffic impacts.

Barr: Reported that the solid waste district had four drivers quit in one day and Hurricane cities' garbage did not get picked up. They have got it all worked out now. The next meeting is in November.

Valenti: Reported on the Planning Commission meeting on July 8, 2026.

Gubler: Recreation Department hired Michael Shirley part-time. Thirteen youth council members attended sessions at Utah State—reported as the largest group present. Princess tea and pageant activities are underway, with preparations for Peach Days (royalty float, seed display) and Winter Fest continuing. Fireworks for Winter Fest were previously approved and purchased; the city intends to deploy them at that event.

Prince: Reported the new hospital across from Walmart in Hurricane—managed by the Co Action Group and operated by Ovation Healthcare (which operates ~400 hospitals nationally)—is progressing but awaits adequate power and road infrastructure before construction can start.

F. Citizen Comment & Request for Future Agenda Items:

No comments made.

G. Adjourn:

The mayor closed the meeting at 6:45 p.m.

Date Approved

ATTEST: _____

Nancy Cline
City Recorder

Mayor Kelly B. Wilson

La Verkin City Invoice Register: 7/30/2026 to 8/12/2026 - All Invoices

8/13/2026

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
PR080726-258	AFLAC		8/12/2026	8/12/2026	\$42.66	102224	Health Savings Account	AFLAC EE
LSTG1254596	ALSCO		8/3/2026	8/3/2026	\$43.76	104160.250	Bldg EQUIPMENT OPERATING	
					0.45	104410.250	Streets EQUIPMENT OPERATI	
					10.94	104510.250	Parks EQUIPMENT OPERATIN	
					3.06	104510.250	O&M EQUIPMENT OPERATIN	
					19.69	516340.250	Irrigation EQUIPMENT OPERA	
					4.81	536310.250	Drainage EQUIPMENT OPERA	
					4.81	556350.250		
					\$43.76			
LSTG1255729	ALSCO		8/10/2026	8/10/2026	\$43.76	104160.250	Bldg EQUIPMENT OPERATING	
					0.45	104410.250	Streets EQUIPMENT OPERATI	
					10.94	104510.250	Parks EQUIPMENT OPERATIN	
					3.06	104510.250	O&M EQUIPMENT OPERATIN	
					19.69	516340.250	Irrigation EQUIPMENT OPERA	
					4.81	536310.250	Drainage EQUIPMENT OPERA	
					4.81	556350.250		
					\$87.52			
Vendor Total:								
RFD 100042138.	Aparticio, Maria	55423	8/6/2026	8/6/2026	\$693.62	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100042138 - Ap
0726	ASH CREEK SPECIAL SERVICE DIST		7/31/2026	7/31/2026	\$75,467.64	526260.520	Sewer PAYMENT TO ASH CRE	July
RFD 100040815.	Ash Excavating	55425	8/6/2026	8/6/2026	\$4.35	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040815 - As
Lots 43-44	BEAVER CREEK RECREATION, LLC	55401	8/4/2026	8/4/2026	\$3,496.00	103801.3	Impact fees - Streets	Refund impact fee per agreeme
AUG26-3326	BLOMQUIST HALE CONSULTING GR	55402	8/1/2026	8/1/2026	1,356.00	555520	Drainage S/D IMPACT	Refund impact fee per agreeme
UT202601943	BLUE STAKES OF UTAH 811	55403	7/31/2026	7/31/2026	\$110.88	101562	PEHP/AFLAC Insurance Cleanin	Employee assistance coverage
372709	BUCK'S ACE HARDWARE	55426	8/11/2026	8/11/2026	117.52	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
26-0810WaterDa	CHURCH CONSTRUCTION	55427	8/10/2026	8/10/2026	\$328.99	104210.450	Police VEHICLE MAINTANCE	Blower, battreies and deadbolt
26-0811 24thJuly	CHURCH CONSTRUCTION	55427	8/10/2026	8/10/2026	\$499.00	104540.120	Rec PART TIME EMPLOYEES	Water Days set up & take down
26-0812 4th of Ju	CHURCH CONSTRUCTION	55427	8/10/2026	8/10/2026	\$499.00	104540.120	Rec PART TIME EMPLOYEES	24th of July set up & take down
					\$499.00	104540.120	Rec PART TIME EMPLOYEES	4th of July set up & take down
					\$1,497.00			
RFD 100041427.	Clarkson, Amanda	55404	8/3/2026	8/3/2026	\$56.37	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041427 - Cl
2619	Diamond C Asphalt	55428	8/3/2026	8/3/2026	\$2,968.75	516340.450	O&M SYSTEMS MAINTENANC	Asphalt patching for culinary wat
PO# 6597	Empire Waste Services	55407	7/31/2026	7/31/2026	\$134.21	104140.280	Admin UTILITIES	435 N Main Street
295212					96.63	516660.280	Admin UTILITIES	
					33.55	556350.250	Drainage EQUIPMENT OPERA	
					4.03			
295213	Empire Waste Services	55407	7/31/2026	7/31/2026	\$134.21	104140.280	Admin UTILITIES	111 S Main Street
					96.63			

La Verkin City
Invoice Register: 7/30/2026 to 8/12/2026 - All Invoices

8/13/2026

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
295214	Empire Waste Services	55407	7/31/2026	7/31/2026	33.55 4.03 \$73.18 52.68 18.30 2.20 \$341.60	516660.280 556350.250 104140.280 516660.280 556350.250	Admin UTILITIES Drainage EQUIPMENT OPERA Admin UTILITIES Admin UTILITIES Drainage EQUIPMENT OPERA	Animal Shelter
Vendor Total:								
F2701E00897	FUEL NETWORK	55429	8/3/2026	8/3/2026	\$4,956.70 20.53 27.38 2,080.20 35.91 684.57 191.68 81.79 1,232.22 301.21 301.21 56350.250	104140.250 104160.250 104210.250 104253.250 104410.250 104510.250 104540.270 516340.250 536310.250 556350.250	Admin EQUIPMENT OPERATING Bldg EQUIPMENT OPERATING Police EQUIPMENT OPERATIN Animal EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Parks EQUIPMENT OPERATING Rec B&G OPERATION AND MA O&M EQUIPMENT OPERATING Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA	Kyle Gubler Fuel Amount Marcotte Maridee
RFD 100042122.	Godfrey, Stacie	55430	8/12/2026	8/12/2026	\$945.81 945.81	512330	Turn on Fee/Rentier Deposit	Deposit Refund: 100042122 - G
R10801261	GUBLER, KYLE W	55409	8/1/2026	8/1/2026	\$500.00 500.00	104140.250	Admin EQUIPMENT OPERATING	Car allowance
080626	Gutierrez, Oscar	55431	8/6/2026	8/6/2026	\$725.00 725.00	102331	Building/Park Rental deposit	Cancellation refund
PR080726-6099	Health Equity		8/12/2026	8/12/2026	\$4,261.40 3,536.40 575.00 150.00	102224 102224 102224	Health Savings Account Health Savings Account Health Savings Account	PEHP Health Equity-Family PEHP Health Equity-Double PEHP Health Equity -Single
RFD 100042152.	Interstate Rock	55433	8/10/2026	8/10/2026	\$501.64 501.64	512330	Turn on Fee/Rentier Deposit	Deposit Refund: 100042152 - Int
15435	INTERSTATE ROCK PRODUCTS	55434	7/30/2026	7/30/2026	\$17.58 17.58	104410.745	Streets STREET IMPROVEME	Screenfill
6618	JENSEN LOCKSMITHING	55435	8/4/2026	8/4/2026	\$50.00 50.00	104210.610	Police MISC SUPPLIES	Car lockout
080426	Larsen, Chad	55436	8/4/2026	8/4/2026	\$200.00 200.00	102331	Building/Park Rental deposit	Dunk Tank rental deposit refund
PR080726-147	LEGAL SHIELD		8/12/2026	8/12/2026	\$106.76 106.76	102225	Misc Payable	LegalShield
1 PO# 6603 297387 PO# 6598 992449	Lexie's Crochet Crafts Master Meter Systems NAPA AUTO PARTS	55437 55438 55439	8/10/2026 8/3/2026 8/10/2026	8/10/2026 8/3/2026 8/10/2026	\$140.00 \$11,826.00 11,826.00 \$105.74 1.06 26.44 7.40 47.58 11.63 11.63	104620.610 516340.440 104160.250 104410.250 104510.250 516340.250 536310.250 556350.250	Comm COMMUNITY DEVELOP O&M NEW SERVICES Bldg EQUIPMENT OPERATING Streets EQUIPMENT OPERATI Parks EQUIPMENT OPERATING O&M EQUIPMENT OPERATING Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA	Merch for the Gherkin Annual Master Meter reading pr
992471	NAPA AUTO PARTS	55439	8/10/2026	8/10/2026	\$85.25 0.85	104160.250	Bldg EQUIPMENT OPERATING	

La Verkin City
Invoice Register: 7/30/2026 to 8/12/2026 - All Invoices

8/13/2026

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
992550	NAPA AUTO PARTS	55439	8/11/2026	8/11/2026	\$323.64	104410.250	Streets EQUIPMENT OPERATI	
	Vendor Total:				\$514.63	104510.250	Parks EQUIPMENT OPERATI	
59567	PRECISION POWER, INC	55440	8/3/2026	8/3/2026	\$774.24	516340.250	O&M EQUIPMENT OPERATI	
011869349	Prince, Darren	55412	8/4/2026	8/4/2026	\$500.00	516340.250	O&M EQUIPMENT OPERATI	
PO# 6591					500.00	536310.250	Irrigation EQUIPMENT OPERA	
RI0801262	REBER, FAY E	ACH.0804261201.11017	8/1/2026	8/1/2026	\$11,500.00	556350.250	Drainage EQUIPMENT OPERA	
RFD 100041051.	Risenhoover, Justine	55413	8/1/2026	8/1/2026	\$61.62	104210.450	Police VEHICLE MAINTANCE	Police
80069	ROADRUNNER AUTOMOTIVE AND DI		7/30/2026	7/30/2026	\$130.74	516340.450	O&M SYSTEMS MAINTENANC	Maintenance on the generator of
0124-0826	ROCKY MOUNTAIN POWER		8/6/2026	8/6/2026	\$26.10	104620.610	Comm COMMUNITY DEVELOP	City Council Computer
7004102	SCHOLZEN PRODUCTS CO INC	55414	7/30/2026	7/30/2026	\$4,722.58	104140.311	Admin ATTORNEY	
PO# 6593					4,722.58	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041051 - Ri
7004205	SCHOLZEN PRODUCTS CO INC	55414	7/30/2026	7/30/2026	\$895.33	104210.450	Police VEHICLE MAINTANCE	Oil change and tire rotation-23 F
PO# 6592					695.33	104510.280	Parks UTILITIES	84 W 500 N park
7004267	SCHOLZEN PRODUCTS CO INC	55414	7/30/2026	7/30/2026	\$21.42	516340.450	O&M SYSTEMS MAINTENANC	Hydrant for the pond and pipelin
7004431	SCHOLZEN PRODUCTS CO INC	55414	7/30/2026	7/30/2026	\$123.66	536310.450	Irrigation WATER MAIN REPAIR	Irrigation Repair on the 15" line o
7004447	SCHOLZEN PRODUCTS CO INC	55414	7/30/2026	7/30/2026	123.66	536310.450	Streets STREET IMPROVEME	Wrecker Blade
PO# 6594					\$1,505.42		Irrigation WATER MAIN REPAIR	Irrigation repair supplies
7004755	SCHOLZEN PRODUCTS CO INC	55441	8/10/2026	8/10/2026	\$1,161.33	536310.450	Irrigation WATER MAIN REPAIR	Irrigation Repair on the 15" line o
PO# 6601					1,161.33	516340.450	O&M SYSTEMS MAINTENANC	Culinary repair on 210 West
7004877	SCHOLZEN PRODUCTS CO INC	55441	8/3/2026	8/3/2026	\$110.70	536310.450	Irrigation WATER MAIN REPAIR	Couplings, glue and purple prim
7005235	SCHOLZEN PRODUCTS CO INC	55441	8/4/2026	8/4/2026	\$463.08	516340.450	O&M SYSTEMS MAINTENANC	Couplings
7005416	SCHOLZEN PRODUCTS CO INC	55441	8/5/2026	8/5/2026	\$346.26	516340.450	O&M SYSTEMS MAINTENANC	Grip joint and 300' coil blue wate
7005571	SCHOLZEN PRODUCTS CO INC	55441	8/5/2026	8/5/2026	\$293.52	104410.745	Streets STREET IMPROVEME	Blue and purple marking paint
7006376	SCHOLZEN PRODUCTS CO INC	55441	8/10/2026	8/10/2026	\$16.00	516340.450	O&M SYSTEMS MAINTENANC	Sprinkler flags
7006439	SCHOLZEN PRODUCTS CO INC	55441	8/10/2026	8/10/2026	\$1,959.24	516340.440	O&M NEW SERVICES	One case of water meters
PO# 6605	Vendor Total:				\$11,418.54			
081226	Sofia Julio, Felix Sotelo &	55442	8/12/2026	8/12/2026	\$400.00	102331	Building/Park Rental deposit	Refund building rental deposit

La Verkin City
Invoice Register: 7/30/2026 to 8/12/2026 - All Invoices

8/13/2026

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
418788	Southwest Utah Public Health Departme	55443	8/3/2026	8/3/2026	\$150.00	516660.460	Admin CONTRACTED SERVIC	Bacterial Analysis for drinking w
231280783 PO# 6608	ST. GEORGE FUN, LLC	55444	8/12/2026	8/12/2026	\$1,049.89	104540.610	Rec EVENTS, FAIRS, & FESTI	Inflatable for End of Summer W
6070520095	STAPLES	55445	8/1/2026	8/1/2026	\$63.73	104210.240	Police OFFICE EXPENSE, SUP	Sharpies, correction tape, envel
3-355710	STEAMROLLER COPIES	55446	8/10/2026	8/10/2026	\$25.49	104540.610	Rec EVENTS, FAIRS, & FESTI	Posters
R10801263	STEGELICH, RYKER	55417	8/1/2026	8/1/2026	\$400.00	104540.120	Rec PART TIME EMPLOYEES	Website / Social media
0726	STEWART, MICHELE	55422	8/3/2026	8/3/2026	\$175.00	104160.270	Bldg B&G OPERATION AND M	July cleaning
080426	STEWART, MICHELE	55422	8/3/2026	8/3/2026	\$260.00	104540.120	Rec PART TIME EMPLOYEES	July park cleaning
	Vendor Total:				\$435.00			
15380	Tech Legion	55419	8/1/2026	8/1/2026	\$2,083.06	104140.315	Admin COMPUTER EQUIPME	
					624.92	104210.315	Police COMPUTER EQUIPMEN	
					498.94	516660.315	Admin SOFTWARE OR INFOR	
					166.64	536310.315	IrrigationCOMPUTER EQUIPM	
					166.64	556350.315	Drainage SOFTWARE & COMP	
RFD 100042165.	Tri-State Electric	55447	8/11/2026	8/11/2026	\$1,021.61	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100042165 - Tri
0826	U.S. POSTAL SERVICE	55400	8/3/2026	8/3/2026	\$826.15	104140.240	Admin OFFICE EXPENSE, SUP	
					437.86	516660.240	Admin OFFICE EXPENSE, SUP	
					247.85	536310.240	Irrigation OFFICE EXPENSE, S	
					41.30	556350.240	Drainage OFFICE EXPENSE, S	
					99.14			
1628215	UTAH LOCAL GOVERNMENT TRUST		8/3/2026	8/3/2026	\$2,917.45	101564	Workers Comp Clearing	Workers Compensation Monthly
PR080726-501	UTAH RETIREMENT SYSTEMS	81227	8/12/2026	8/12/2026	\$13,950.92	102223	Retirement Payable	401k
					638.39	102223	Retirement Payable	Retirement
					11,304.75	102223	Retirement Payable	457
					928.90	102223	Retirement Payable	Roth IRA
					668.00	102223	Retirement Payable	Additional 401k
					200.00	102223	Retirement Payable	457 Loan
					210.88	102223	Retirement Payable	
PR080726-449	Utah State Tax Commission		8/12/2026	8/12/2026	\$2,836.42	102222	State Withholding	State Income Tax
					2,836.42			
3096	WASHINGTON CO SOLID WASTE		7/31/2026	7/31/2026	\$380.16	556350.440	Drainage NEW SERVICES	
55033	WCWCD	55449	7/31/2026	7/31/2026	\$3,282.41	516660.410	Admin PRODUCT OR SERVIC	Water Development Surcharge
55041	WCWCD	55449	7/31/2026	7/31/2026	\$1,067.10	516660.250	Admin OPERATING SUPPLIES	Excess Water Conservation Sur
55057	WCWCD	55449	7/31/2026	7/31/2026	\$6,743.70	516660.440	Admin CONNECTION COSTS	Residential connection
	Vendor Total:				\$11,093.21			
R10801264	Weeks, James	ACH.0804261201.7220	8/1/2026	8/1/2026	\$1,500.00	104140.311	Admin ATTORNEY	
					1,500.00			

Invoice Register: 7/30/2026 to 8/12/2026 - All Invoices

Invoice No.	Vendor	Ledger Date	Check No.	Due Date	Amount	Account No.	Account Name.	Description
INV-XP037985	Xpress Bill Pay	7/31/2026		7/31/2026	\$1,247.73	104140.460	Admin CONTRACT SERVICES	
004132 PO# 6589	ZIONS FIRST NATIONAL BANK CC	8/4/2026		8/4/2026	\$12.49	104140.230	Admin TRAVEL & TRAINING	Managers Lunch
004179	ZIONS FIRST NATIONAL BANK CC	8/4/2026		8/4/2026	\$14.45	516340.450	O&M SYSTEMS MAINTENANC	Drinks for crew (maverik)
007573	ZIONS FIRST NATIONAL BANK CC	8/7/2026		8/7/2026	\$15.06	104210.250	Police EQUIPMENT OPERATIN	Post Office
0508644	ZIONS FIRST NATIONAL BANK CC	8/3/2026		8/3/2026	\$25.19	104540.610	Rec EVENTS, FAIRS, & FESTI	Office supplies (file folders)
081226 PO# 6607	ZIONS FIRST NATIONAL BANK CC	8/12/2026		8/12/2026	\$1,800.00	104210.230	Police TRAVEL & TRAINING	FBI Executive Command Colleg
1918267 PO# 6588	ZIONS FIRST NATIONAL BANK CC	8/3/2026		8/3/2026	\$10.27	104140.240	Admin OFFICE EXPENSE, SUP	HDMI computer adapter
32656145	ZIONS FIRST NATIONAL BANK CC	8/12/2026		8/12/2026	\$424.95	104210.240	Police OFFICE EXPENSE, SUP	Junior Officer plastic badge
33385	ZIONS FIRST NATIONAL BANK CC	8/11/2026		8/11/2026	\$159.00	104140.210	Admin BOOKS, SUBSCRIPTION	APTUSC membership for Christ
43CD836574	ZIONS FIRST NATIONAL BANK CC	8/11/2026		8/11/2026	\$79.00	104210.210	Police BOOKS & MEMBERSHI	Utah Law Enforcement Administ
5590806	ZIONS FIRST NATIONAL BANK CC	8/3/2026		8/3/2026	\$85.36	104111.230	Council TRAVEL & TRAINING	Coral Canyon Golf Course
VP_XF2K5VH3	ZIONS FIRST NATIONAL BANK CC	8/11/2026		8/11/2026	\$42.81	104210.240	Police OFFICE EXPENSE, SUP	Business cards- Police
	Vendor Total:				\$2,668.58			
PR073126-234	ZIONS FIRST NATIONAL BANK.	8/4/2026	80426	8/4/2026	\$639.08		FICA & FWT Withholding	Social Security Tax
					477.40	102221	FICA & FWT Withholding	Medicare Tax
					111.68	102221	FICA & FWT Withholding	Federal Income Tax
					50.00	102221		
PR080726-234	ZIONS FIRST NATIONAL BANK.	8/12/2026	81226	8/12/2026	\$17,508.46		FICA & FWT Withholding	Social Security Tax
					8,449.80	102221	FICA & FWT Withholding	Medicare Tax
					1,976.22	102221	FICA & FWT Withholding	Federal Income Tax
					7,082.44	102221		
	Vendor Total:				\$18,147.54			
					\$195,566.50			
							GL Account Summary	
					110.88	101562	PEHP/AFLAC Insurance Cleanin	
					2,917.45	101564	Workers Comp Cleaning	
					18,147.54	102221	FICA & FWT Withholding	
					2,836.42	102222	State Withholding	
					13,950.92	102223	Retirement Payable	
					4,304.06	102224	Health Savings Account	
					106.76	102225	Misc Payable	
					1,325.00	102331	Building/Park Rental deposit	
					1,356.00	103801.3	Impact fees - Streets	
					85.36	104111.230	Council TRAVEL & TRAINING	
					159.00	104140.210	Admin BOOKS, SUBSCRIPTION	
					12.49	104140.230	Admin TRAVEL & TRAINING	
					448.13	104140.240	Admin OFFICE EXPENSE, SUP	
					520.53	104140.250	Admin EQUIPMENT OPERATIN	
					245.94	104140.280	Admin UTILITIES	

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
					13,000.00	104140.311	Admin ATTORNEY	
					624.92	104140.315	Admin COMPUTER EQUIPME	
					1,247.73	104140.460	Admin CONTRACT SERVICES	
					30.19	104160.250	Bldg EQUIPMENT OPERATING	
					175.00	104160.270	Bldg B&G OPERATION AND M	
					79.00	104210.210	Police BOOKS & MEMBERSHI	
					1,800.00	104210.230	Police TRAVEL & TRAINING	
					531.49	104210.240	Police OFFICE EXPENSE, SUP	
					2,095.26	104210.250	Police EQUIPMENT OPERATI	
					624.92	104210.315	Police COMPUTER EQUIPMEN	
					783.37	104210.450	Police VEHICLE MAINTANCE	
					50.00	104210.610	Police MISC SUPPLIES	
					35.91	104253.250	Animal EQUIPMENT OPERATI	
					754.20	104410.250	Streets EQUIPMENT OPERATI	
					332.52	104410.745	Streets STREET IMPROVEME	
					211.17	104510.250	Parks EQUIPMENT OPERATI	
					26.10	104510.280	Parks UTILITIES	
					2,157.00	104540.120	Rec PART TIME EMPLOYEES	
					81.79	104540.270	Rec B&G OPERATION AND MA	
					1,100.57	104540.610	Rec EVENTS, FAIRS, & FESTI	
					640.00	104620.610	Comm COMMUNITY DEVELOP	
					72,907.62		Total	
					3,285.02	512330	Turn on Fee/Renter Deposit	
					1,357.54	516340.250	O&M EQUIPMENT OPERATI	
					13,785.24	516340.440	O&M NEW SERVICES	
					10,584.21	516340.450	O&M SYSTEMS MAINTENANC	
					247.85	516660.240	Admin OFFICE EXPENSE, SUP	
					1,067.10	516660.250	Admin OPERATING SUPPLIES	
					85.40	516660.280	Admin UTILITIES	
					499.94	516660.315	Admin SOFTWARE OR INFOR	
					3,282.41	516660.410	Admin PRODUCT OR SERVIC	
					6,743.70	516660.440	Admin CONNECTION COSTS	
					150.00	516660.460	Admin CONTRACTED SERVIC	
					41,088.41		Total	
					75,467.64	526260.520	Sewer PAYMENT TO ASH CRE	
					41.30	536310.240	Irrigation OFFICE EXPENSE, S	
					331.84	536310.250	Irrigation EQUIPMENT OPERA	
					166.64	536310.315	IrrigationCOMPUTER EQUIPM	
					2,435.11	536310.450	Irrigation WATER MAIN REPAIR	
					2,974.89		Total	
					2,140.00	555520	Drainage S/D IMPACT	
					99.14	556350.240	Drainage OFFICE EXPENSE, S	
					342.10	556350.250	Drainage EQUIPMENT OPERA	
					166.64	556350.315	Drainage SOFTWARE & COMP	
					380.16	556350.440	Drainage NEW SERVICES	
					3,123.04		Total	
					\$195,566.60		GL Account Summary Total	

AN ORDINANCE OF THE CITY COUNCIL OF LAVERKIN, UTAH, APPROVING A MERIT INCREASE IN COMPENSATION FOR LAVERKIN CITY STATUTORY AND EXECUTIVE MUNICIPAL OFFICERS OF THE CITY OF LAVERKIN, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Utah Code §10-3-818, the City Council of the City of LaVerkin is authorized to fix the compensation of statutory and executive municipal officers by ordinance adopted after public hearing; and

WHEREAS the City Treasurer and City Recorder are statutory officers under Utah law, and

WHEREAS the City Administrator, the City Director of Operations, City Recreation Director and City Chief of Police are executive municipal officers as defined in Utah Code §10-3-818(2); and

WHEREAS a public hearing was held on August 19, 2026 in accordance with statutory requirements to receive public input on the proposed merit increase in compensation; and

WHEREAS, the City Council has determined that such merit increase in compensation for each statutory and executive municipal officer of LaVerkin is appropriate and in the public interest; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of LaVerkin, Utah that the annual compensation of the following statutory and executive municipal officers shall be increased for merit by the following amounts:

• Kyle Gubler, City Administrator	\$2,200.00
• Christy Ballard, City Treasurer	2,200.00
• Nancy Cline, City Recorder	2,200.00
• Derek Imlay, Director of Operations	2,200.00
• Maridee Johnson, Director of Recreation	5,000.00
• Nick Nuccitelli, Chief of Police	2,200.00

BE IT FURTHER ORDAINED that this increase in compensation shall become effective on September 5, 2026 and shall, subject to applicable withholdings and benefits, be payable in accordance with the City's regular payroll schedule and procedures.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon publication or posting as required by law.

PASSED AND ADOPTED by the LaVerkin City Council this 19th day of August, 2026.

Kelly Wilson, Mayor

ATTEST:

Nancy Cline, City Recorder

The foregoing Ordinance was presented at a regular meeting of the LaVerkin City Council held in the LaVerkin City Council Chambers, located at 111 South Main Street, LaVerkin, Utah, on the 19th day of August, 2026, whereupon a motion to adopt said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

NAME

VOTE

Nancy Cline, City Recorder



COMPUTECH

MANAGED SERVICES

STATEMENT OF WORK

Prepared for
La Verkin City



SOW Effective Date
July 15, 2026



Go-Live Date
September 1, 2026

STATEMENT OF WORK

This Managed Services Statement of Work ("SOW") is entered into between CompuTech Consulting, Inc., dba CompuTech ("CompuTech"), and La Verkin City ("Client"), pursuant to the Master Services Agreement between the Parties (the "Agreement"), available at <https://www.computech.biz/Master-Services-Agreement>. Only the products, services, deliverables, and support expressly identified in this SOW or Exhibit A are included. Capitalized terms not defined in this SOW have the meanings assigned in the Agreement.

1. EFFECTIVE DATE AND GO-LIVE DATE: The effective date of this SOW is July 15, 2026 (the "SOW Effective Date"), on which the Parties become contractually bound by this SOW. The scheduled date on which onboarding, implementation, the Term, and recurring billing will begin is September 1, 2026 (the "Go-Live Date"). Services may be activated in phases and may not be fully operational on the Go-Live Date. Client will timely provide all access, information, approvals, personnel, and cooperation reasonably requested by CompuTech. Client-caused delays will not postpone the Go-Live Date, the Term, or recurring billing and may result in additional Fees if additional work or resources are required. The Go-Live Date may be changed only by mutual written agreement of the Parties.

2. TERM: The initial term of this SOW is twelve (12) months, beginning on the Go-Live Date (the "Initial Term"). This SOW will automatically renew for successive twelve (12) month terms unless either Party provides written notice of nonrenewal at least sixty (60) days before the expiration of the then-current term. The Initial Term and all renewal terms are collectively the "Term."

Client Initials: _____

3. FEES: Client will pay the fixed monthly fee identified in Exhibit A (the "Monthly Fee"). The Monthly Fee is based on Client's technology environment as understood by CompuTech as of the SOW Effective Date. If changes to Client's users, devices, locations, systems, infrastructure, or other environment materially increase the scope, cost, complexity, or resources required to provide the Services, CompuTech may adjust the Monthly Fee accordingly. Reductions in Client's environment will not reduce the Monthly Fee during the then-current Term unless otherwise agreed in writing. CompuTech may also increase the Monthly Fee no more than once during any twelve (12)-month period and by no more than five percent (5%) to account for changes in operating costs and market conditions.

4. SUPPORT SERVICES: Subject to this SOW and the Agreement, CompuTech will provide support for the Services identified in Exhibit A. CompuTech will investigate reported issues and use commercially reasonable efforts to correct or assist with their resolution. Support may be provided by telephone, email, remote access, onsite service, or other appropriate means, as determined by CompuTech.

5. ADDITIONAL SERVICES: Client may contact CompuTech to discuss additional services not included in Exhibit A. Any additional services must be authorized through a mutually approved Quote, PCR, amendment, or separate Statement of Work.

6. SUPPORT HOURS: Support Services will be available from 8:00 a.m. to 5:00 p.m. Mountain Time, Monday through Friday, excluding CompuTech-recognized holidays ("Business Hours"). Support requests may be submitted by emailing support@computech.biz or calling (801) 298-2155. After-hours and holiday support is available but is not included in the Monthly Fee and will be billed at CompuTech's then-current after-hours rates identified in Section 17. Client must report after-hours issues using the applicable after-hours contact procedure provided by CompuTech and include Client's name, callback number, and a brief description of the issue. CompuTech may temporarily suspend or limit Services for routine maintenance, emergency maintenance, security requirements, or circumstances beyond its reasonable control. When reasonably feasible, CompuTech will provide advance notice and use commercially reasonable efforts to minimize any interruption.

7. EXCLUDED SERVICES: Unless expressly identified as included in Exhibit A, the following are outside the scope of the Monthly Fee and may be subject to additional Fees, third-party charges, or CompuTech's then-current time-and-materials rates: (a) products, services, deliverables, or support not expressly included in Exhibit A; (b) hardware, software, parts, licenses, subscriptions, renewals, upgrades, warranties, or vendor support fees; (c) third-party vendor, manufacturer, carrier, or service-provider charges; (d) work required to address material deficiencies, unsupported systems, or significant technical, security, or operational concerns within Client Systems; (e) maintenance, development, customization, or support of line-of-business or other third-party applications unless expressly included; (f) substantial data recovery or restoration resulting from hardware failure, software corruption, deletion, or other data-loss events, except to the extent expressly included in a backup or recovery Service; and (g) substantial cybersecurity incident investigation, containment, remediation, recovery, forensic analysis, or related response services unless expressly included in Exhibit A. Any excluded work requested by Client must be separately authorized and may be provided in accordance with Section 17 and the Agreement.

8. SUITABILITY OF ENVIRONMENT: To support the effective delivery of the Services, Client Systems must meet the following requirements unless otherwise approved by CompuTech in writing: (a) servers, desktops, and laptops must use operating systems supported by the applicable manufacturer and have reasonably current security updates installed; (b) hardware must be supported or have reasonably available replacement parts or vendor support; (c) all software must be genuine, properly licensed, and obtained from authorized sources; (d) Client will permit CompuTech to deploy and maintain the endpoint protection and related security solutions identified in Exhibit A; and (e) Client's environment must have a currently licensed and supported firewall between its internal network and the Internet. If CompuTech identifies a condition that does not meet these requirements, CompuTech may recommend reasonable repairs, replacements, upgrades, configuration changes, or additional Services. Unless expressly included in Exhibit A, any related Products, licenses, remediation, projects, or third-party costs will be separately authorized and billed in accordance with the Agreement.

9. COMPUTECH PROPERTY: CompuTech may provide or place at Client's location equipment, software, materials, documentation, or other property owned by CompuTech or a third party for use in providing the Services ("CompuTech Property"). Client acquires no ownership interest in CompuTech Property and

will use reasonable care to protect it from loss, theft, damage, misuse, or unauthorized access. Client will not remove, transfer, modify, sell, lease, encumber, or dispose of CompuTech Property without CompuTech's prior written consent. Client will return all CompuTech Property upon CompuTech's request or within seven (7) days after expiration or termination of this SOW. If Client fails to timely return CompuTech Property, or if it is lost or damaged beyond ordinary wear and tear while in Client's possession or control, Client will pay CompuTech the cost to repair or replace it with comparable new property.

10. THIRD-PARTY PROVIDERS: CompuTech may use third-party providers, Products, and Third-Party Services in connection with the Services. Client's use of any third-party offering may be subject to the applicable provider's end-user license agreement, terms of service, privacy policy, acceptable-use policy, or other terms imposed by that provider. Client agrees to comply with any such terms that are reasonably necessary to receive or use the Services. CompuTech may select, replace, or discontinue third-party providers or offerings during the Term, provided that CompuTech will use commercially reasonable efforts to avoid a material reduction in the overall functionality of the Services. **EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT, COMPUTECH IS NOT RESPONSIBLE FOR THE ACTS, OMISSIONS, AVAILABILITY, PERFORMANCE, SECURITY, OR FAILURES OF THIRD-PARTY PROVIDERS OR THIRD-PARTY SERVICES.**

11. SECURITY RISKS: Client acknowledges that no security measure, software, service, backup, monitoring solution, or cybersecurity control can guarantee the prevention of every malicious activity, security incident, system compromise, data loss, or service interruption. CompuTech will provide only those security Services expressly identified in Exhibit A and will perform such Services in accordance with the Agreement. Client remains responsible for the physical security of Client Systems and for following reasonable security practices and CompuTech's material security recommendations. **EXCEPT TO THE EXTENT DIRECTLY CAUSED BY COMPUTECH'S BREACH OF ITS OBLIGATIONS UNDER THE AGREEMENT, COMPUTECH IS NOT RESPONSIBLE FOR MALICIOUS OR CRIMINAL ACTS OF THIRD PARTIES, INCLUDING MALWARE, RANSOMWARE, PHISHING, SOCIAL ENGINEERING, UNAUTHORIZED ACCESS, CREDENTIAL THEFT, OR OTHER CYBER THREATS.**

12. ELECTRICAL POWER AND ENVIRONMENTAL CONDITIONS: Client is responsible for providing adequate electrical power, properly configured outlets, surge protection, and appropriate uninterruptible power supplies or backup batteries for Client Systems. Unless expressly included in Exhibit A, CompuTech is not responsible for damage, data loss, service interruption, or equipment failure caused by power surges, spikes, brownouts, blackouts, lightning, inadequate electrical service, environmental conditions, or other events beyond CompuTech's reasonable control.

13. MULTIFACTOR AUTHENTICATION: Client will use multi-factor authentication ("MFA") for Microsoft 365, Google Workspace, remote access, administrative accounts, and other externally accessible applications or systems, as applicable and where reasonably required or recommended by CompuTech. Client will cooperate with MFA deployment and enforcement, maintain compatible devices and software, and require its Users to comply with applicable MFA procedures. Client is responsible for

educating its Users regarding the proper use of MFA and promptly reporting lost devices, unauthorized prompts, or suspected account compromise.

14. ADMINISTRATIVE ACCESS AND CREDENTIALS: Client will provide and maintain the administrative access, permissions, credentials, and authorizations reasonably required for CompuTech to perform the Services. Both Parties will use commercially reasonable security practices to store, protect, share, and manage administrative credentials, including the use of secure credential-sharing methods and multi-factor authentication where reasonably available. Client will promptly notify CompuTech of any known or suspected unauthorized access involving credentials used in connection with the Services.

15. PRE-EXISTING CONDITIONS: CompuTech is not responsible for defects, vulnerabilities, misconfigurations, damage, data loss, licensing deficiencies, unsupported systems, or other conditions that existed before the SOW Effective Date or before the affected system was first placed under CompuTech's management. CompuTech may provide reasonable troubleshooting or assistance related to such conditions as part of the Services; however, substantial remediation, repair, replacement, migration, recovery, or project work may require separate authorization and additional Fees.

16. CLIENT RESPONSIBILITIES: Client will provide the access, information, approvals, personnel, credentials, and cooperation reasonably required for CompuTech to provide the Services. Client will designate authorized contacts who are knowledgeable about Client Systems and permitted to make decisions and approve requests on Client's behalf. Client is responsible for maintaining any licenses, support agreements, third-party contracts, permissions, and consents required for the Services and for providing CompuTech with safe and reasonable access to Client locations and Client Systems. Client will promptly notify CompuTech of material changes, known issues, security concerns, or other circumstances that may affect the Services. CompuTech will not be responsible for delays, limitations, or additional costs caused by Client's failure to meet these responsibilities, and any additional work or resources required as a result may be separately billed in accordance with the Agreement.

17. OUT-OF-SCOPE SERVICES: At Client's request and subject to CompuTech's availability, CompuTech may provide services outside the scope of this SOW on a time-and-materials ("T&M") basis. T&M services will be billed for the actual time and resources used at CompuTech's then-current rates available at <https://www.computech.biz/rate-card>, together with any applicable Products, third-party charges, travel, or other expenses. Unless otherwise agreed in writing, T&M services do not include a fixed scope, completion date, or guaranteed outcome and will be performed using commercially reasonable efforts based on Client's instructions and the information available to CompuTech.

EXHIBIT A

Client: La Verkin City

SOW Effective Date: July 15, 2026

Go-Live Date: September 1, 2026

Services Included:

- 24/7 System Monitoring & Alerting
- Patching & Update Management
- Inventory Overview & Asset Tracking
- Secure, Encrypted Remote Access
- Advanced Endpoint Antivirus
- Proactive, Continuous Threat Hunting
- Rapid Endpoint Threat Response
- Email Filtering for Spam & Threats
- Email Encryption for Communication
- Email Data Archiving for up to 10 Years
- Identity Verification Application
- Continuous Cybersecurity Training
- Email Phishing Simulation Testing
- Microsoft 365 Data Backup
- Local & Cloud Server Data Backup
- Backup Encryption and Immutability
- Third-Party Liaison & Vendor Oversight
- Network Infrastructure Management
- Strategic Business Reviews
- Unlimited Routine Remote Support
- Unlimited Routine Onsite Support

FOR: LA VERKIN CITY – CITY & PUBLIC WORKS

Monthly Fee: \$1,645

One-Time Onboarding Fee: \$750

FOR: LA VERKIN CITY – POLICE DEPARTMENT

Monthly Fee: \$1,430

One-Time Onboarding Fee: \$750

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Managed Services Statement of Work through their duly authorized representatives as of the dates set forth below.

COMPUTECH CONSULTING, INC.**LA VERKIN CITY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

((tel:8012982155)

<https://www.google.com/maps/place/CompuTech/@40.8667665,-111.8830611,8782194!16s%2Fg%2F1tm0tn1s?entry=ttu>

Master Services Agreement

MASTER SERVICES AGREEMENT

Each Statement of Work and/or Quote (as defined herein) issued by CompuTech Consulting, Inc., dba CompuTech (hereafter referred to as "CompuTech") is an offer to sell Products and/or Services (as herein defined) to the person or entity identified in the applicable Statement of Work or Quote as the purchaser (hereafter referred to as "Client") and incorporates, is governed by, and is subject to this Master Services Agreement ("Agreement"). CompuTech's Statement of Work and/or Quote and this Agreement shall be deemed accepted by Client upon CompuTech's receipt of a purchase order or a signed Statement of Work and/or Quote. Acceptance of CompuTech's Statement of Work and/or Quote and this Agreement is expressly limited to the terms contained in the Statement of Work and/or Quote and this Agreement. CompuTech and Client are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

DEFINITIONS

Any capitalized term which is defined in this Agreement shall have the same meaning when used in any Statement of Work, unless the language or context requires otherwise. Statement of Work-specific definitions, if any, shall be included in the applicable Statement of Work, and shall apply only with respect to such Statement of Work. As used in this Agreement:

1. "Agreement" means this Master Services Agreement, together with all Statements of Work, Quotes, addenda, schedules, exhibits, attachments, and written amendments executed under or expressly incorporated into this Master Services Agreement.
2. "Client" means the person or entity identified as the client, customer, purchaser, or recipient of Services or Products in an applicable Statement of Work or Quote.
3. "Client Components" means all hardware, software, systems, networks, equipment, products, materials, credentials, data, and other resources owned, licensed, controlled, or provided by or on behalf of Client, including those identified in a Statement of Work as being provided by Client.
4. "Client Data" means all data, records, files, information, and content relating to Client or its businesses, customers, employees, users, operations, facilities, products, services, markets, systems, assets, or finances that CompuTech accesses, receives, stores, hosts, transmits, creates specifically for Client, collects, maintains, or processes in connection with the Services, regardless of where such information is stored or processed. Client Data does not include CompuTech's internal administrative records, tools, templates, methodologies, software, scripts, generalized knowledge, aggregated or de-identified information, or other CompuTech intellectual property.
5. "Client Systems" means the information technology environment owned, licensed, managed, controlled, or used by or on behalf of Client, including its devices, networks, servers, cloud environments, applications, accounts, systems,

infrastructure, and Client Components.

6. "Confidential Information" means any nonpublic information disclosed or made available by or on behalf of one Party to the other Party in connection with this Agreement that is designated as confidential or that a reasonable person would understand to be confidential based on the nature of the information or the circumstances of its disclosure. Confidential Information includes, without limitation, pricing, business methods, processes, financial information, customer and supplier information, credentials, security information, network diagrams, software, systems, equipment, programs, research, development, strategic plans, operating data, Client Data, and information concerning the past, present, or future business activities of a Party or its customers, suppliers, employees, or affiliates.
7. "Content" means Client Data and other information, files, software, scripts, programs, recordings, audio, graphics, images, and materials that Client or its Users create, install, upload, store, transmit, or transfer in or through the Client Systems or the Services.
8. "Fees" means all fees, charges, costs, and other amounts payable by Client under this Agreement, any Statement of Work, or any Quote.
9. "Agreement Effective Date" means the date on which the first Statement of Work or Quote governed by this Agreement is accepted by Client in accordance with this Agreement.
10. "SOW Effective Date" means the effective date identified in the applicable Statement of Work.
11. "Hosting Services" means hosting, cloud, infrastructure, storage, server, application, network, monitoring, or related services provided or arranged by CompuTech and identified as Hosting Services in a Statement of Work. Hosting Services are governed by this Agreement and Addendum B, Terms Specific to Hosting Services, which is incorporated into this Agreement by reference.
12. "PCR" means a written project change request or change order executed by authorized representatives of both Parties that modifies the scope, schedule, assumptions, deliverables, or Fees applicable to Services.
13. "Products" means hardware, software, equipment, licenses, subscriptions, and Resold Services ordered by Client under a Quote issued by CompuTech. Product transactions are governed by this Agreement and Addendum A, Terms Specific to Product Sales, which is incorporated into this Agreement by reference.
14. "Quote" means a written or electronic quotation, proposal, order form, or similar document issued by CompuTech describing Products, Services, pricing, quantities, or other transaction-specific terms.
15. "Required Consents" means all consents, licenses, authorizations, permissions, and approvals necessary for CompuTech and its employees, contractors, subcontractors, vendors, and service providers to access, use, host, copy, transmit, configure, support, modify, or otherwise process the Client Components, Client Systems, Content, and Client Data as reasonably necessary to perform the Services.
16. "Resold Services" means products, subscriptions, licenses, hosted services, cloud services, support services, or other offerings provided by a third-party provider and purchased by Client through CompuTech.
17. "Services" means the information technology, consulting, implementation, support, managed services, cybersecurity, hosting, professional services, and related services to be provided by CompuTech as specified in a Statement of Work or Quote. Services do not include Third-Party Services except to the extent CompuTech expressly agrees in writing to manage, administer, or support such Third-Party Services.
18. "Statement of Work" or "SOW" means a written or electronic document accepted by the Parties that describes Services, deliverables, responsibilities, assumptions, Fees, service levels, scope, or other transaction-specific terms.
19. "Third-Party Services" means services, subscriptions, platforms, products, software, licenses, hosting, telecommunications, cloud services, or other offerings supplied or controlled by a third party, whether purchased directly by Client or resold, arranged, administered, or supported by CompuTech.
20. "User" means any person or entity that accesses, receives, or uses the Services, Client Systems, or the results or deliverables of the Services through or on behalf of Client.
21. "Business Day" means any day other than Saturday, Sunday, or a holiday recognized by CompuTech.

GENERAL

Agreement Structure.

This Agreement contains general contractual terms for all services to be provided by CompuTech. The specific services that CompuTech will provide, applicable pricing and payment terms, and other transaction-specific provisions will be agreed upon through statements of work (each a "Statement of Work"). Each Statement of Work shall constitute a separate engagement governed by and incorporated into this Agreement.

Order of Precedence.

In the event of a conflict or inconsistency between this Agreement and a Statement of Work, this Agreement will control with respect to general legal terms, including confidentiality, ownership, representations and warranties, indemnification, limitations of liability, general termination rights, and miscellaneous legal provisions. The applicable Statement of Work will control with respect to the specific Services, scope, deliverables, responsibilities, assumptions, Fees, quantities, service levels, schedules, Go-Live Date, Term, renewal, nonrenewal, and any expressly stated early termination provisions addressed in that Statement of Work. A Statement of Work will not modify any other Statement of Work unless it expressly states otherwise. Unless expressly agreed to in writing by CompuTech, CompuTech rejects any additional or conflicting terms contained in Client's purchase orders or other documents.

SERVICES

Scope of Services.

Subject to the terms and conditions in this Agreement and the applicable Statement of Work, CompuTech will use commercially reasonable efforts to perform the Services described in the applicable Statement of Work.

Designated Contact Persons.

Each Party shall designate an individual who will be a primary point of contact and will have the authority to act and make decisions in all aspects of the Services, including PCRs, on behalf of that Party. Client shall make available all technical materials, data, information, operating supplies, and computer systems reasonably required by CompuTech. Either Party may change its designated contact person by providing written notice to the other Party.

Changes.

If Client requests a material change to the scope, schedule, assumptions, deliverables, responsibilities, or Fees applicable to the Services, CompuTech will evaluate and scope the requested change. Any such change must be documented in a PCR, Quote, amendment, or additional Statement of Work accepted by the Parties. Routine administrative changes, user or device additions, license adjustments, and other changes expressly permitted under an applicable Statement of Work or Quote may be implemented without a separate PCR and may result in corresponding adjustments to the Fees.

FEES AND PAYMENT TERMS

Invoices.

Monthly recurring charges for managed services shall be invoiced on or about the 15th of the month and shall be due and payable within fifteen (15) days after the invoice date. For all amounts under Quotes that are not required to be prepaid, fees shall be invoiced monthly and shall be due and payable within fifteen (15) days after the invoice date. Professional services invoices shall be invoiced on or about the 10th of the following month and shall be due and payable within fifteen (15) days after the invoice date. A credit card convenience fee of three and one-half percent (3.5%) will be added to all transactions paid by credit card. Client agrees to pay a late payment charge at the rate of one and one-half percent (1.5%) per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month, or portion thereof, during which such payment remains thirty (30) or more days past due. CompuTech may apply any payment received to any delinquent amount outstanding. Without limiting the foregoing, if Client's account remains unpaid for thirty (30) days or more past the due date, CompuTech reserves the right to suspend all Services without further notice until all such overdue amounts and any applicable interest charges are paid. Upon payment of all outstanding fees due, CompuTech shall, to the extent possible, restore the Services after validating that all components to be monitored or managed under any applicable Statement of Work and associated proposals and agreements comply with CompuTech's then-current security, update, configuration, and operational requirements. CompuTech's right to suspend Services under this Section is in addition to CompuTech's rights and remedies at law or in equity. In the event Services are suspended, Client acknowledges that the suspension may result in loss of access to or functionality of certain Client Systems, software licenses, security protections, backups, hosted services, or Client Data, depending on the Services suspended and applicable third-party provider requirements. In such an event, Client hereby waives, releases, and forever discharges CompuTech from, and agrees to indemnify and hold CompuTech harmless against, any and all claims, liabilities, losses, damages, costs, or expenses incurred by Client or its officers, directors, employees, customers, agents, or contractors arising out of or relating, directly or indirectly, to the suspension of Services. In addition, Client agrees to reimburse CompuTech for all expenses incurred in connection with the collection of

amounts payable hereunder, including collection agency fees, court costs, and reasonable attorneys' fees. All deliverables shall remain the property of CompuTech until all amounts associated with those deliverables have been paid in full. Unless otherwise stated in the applicable Statement of Work, recurring managed-services Fees will begin on the applicable Go-Live Date and may be prorated for any partial billing period.

Reimbursable Expenses.

Except as may otherwise be stated in the applicable Statement of Work, Client agrees to reimburse CompuTech all reasonable and customary pre-approved out-of-pocket expenses, including, but not limited to, airfare, rental car, mileage, tolls, and lodging expenses, incurred by CompuTech in connection with the performance of Services. Reimbursable expenses shall be invoiced on a monthly basis. Upon request by Client, CompuTech shall provide copies of documentation for such expenses.

Taxes.

All amounts payable under any Statement of Work, Quote, or other order governed by this Agreement are exclusive of all applicable sales, use, value-added, withholding, and other taxes and duties. Client shall pay all such taxes and duties assessed by any authority, excluding taxes based on CompuTech's income. This provision shall not apply to any taxes for which Client is exempt and for which Client has provided CompuTech with a valid tax exemption certificate issued or recognized by the appropriate taxing authority.

INFORMATION SECURITY

Security Measures.

CompuTech will maintain commercially reasonable security measures that are designed to: (a) ensure the security of Client Data; (b) protect against any anticipated threats or hazards to the security or integrity of Client Data; and (c) protect against any unauthorized access to or use of Client Data.

CLIENT RESPONSIBILITIES

Content.

Client is solely responsible for: (a) all Content, including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup, and support; (b) all copyright, patent, and trademark clearances in all applicable jurisdictions, and all usage agreements for Content; (c) the selection of controls governing access to and use of Content; and (d) the selection, management, and use of any public and private keys and digital certificates used with the Services.

Required Consents.

Client shall obtain and maintain all Required Consents necessary for CompuTech to perform its obligations under this Agreement, including, without limitation, consents involving internet circuit providers and mobile device carriers. Upon request, Client shall provide CompuTech with evidence of any Required Consent. CompuTech shall be relieved of its obligations to the extent affected by Client's failure to promptly obtain or provide any Required Consent.

Software.

All software in Client's environment must be properly licensed from authorized sources. CompuTech shall be relieved of its obligations to the extent affected by Client's failure to provide properly licensed software required under any Statement of Work at the level necessary for CompuTech to perform the Services. Client grants CompuTech, at no charge, the right to use any Client-owned or Client-developed application software systems reasonably required to provide the Services specified in any Statement of Work.

Security.

Unless CompuTech is providing security services under a Statement of Work, Client shall: (a) use reasonable security precautions in connection with its use of the Services, e.g., maintain up-to-date virus scanning, operating system security patches, and firewall protection; and (b) require each User to use reasonable security precautions, e.g., maintain up-to-

date virus scanning, operating system security patches, and firewall protection. In addition, Client shall not take any action or install any software that may preclude or impair CompuTech's ability to access or administer the Client Systems or provide the Services.

Encryption.

Client is responsible for identifying all regulated, sensitive, or confidential data within Client Systems and for notifying CompuTech of any legal, regulatory, contractual, or industry-specific requirements applicable to such data, including requirements relating to Social Security numbers, financial account information, driver's license or state identification numbers, Protected Health Information, and Nonpublic Personal Information. Unless encryption or related security services are expressly included in a Statement of Work, Client is responsible for implementing and maintaining encryption and other safeguards appropriate to the nature of the data and applicable requirements.

CONFIDENTIAL INFORMATION

Restrictions on Use; Non-Disclosure.

Recipient agrees that it will use the same care and discretion to avoid disclosure of any Confidential Information as it uses with its own similar information that it does not wish to disclose, publish, or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient agrees that it will not: (a) use the Confidential Information of Discloser for any purpose other than the purpose for which Discloser disclosed the information; or (b) disclose or reveal Confidential Information of Discloser to any person or entity other than its employees, directors, officers, agents, and consultants who: (i) have a need to know to further the purpose of this Agreement; and (ii) are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement.

Exceptions.

The obligations set forth under "Restrictions on Use; Non-Disclosure" shall not apply to Confidential Information that the Recipient demonstrates: (a) was already in the Recipient's lawful possession without restriction before its disclosure; (b) was available to the general public at the time of its disclosure or subsequently becomes available to the general public through no wrongful act of the Recipient; (c) was lawfully received from a third party without a duty of confidentiality; or (d) was lawfully and independently developed by the Recipient without use of or reliance upon any Confidential Information of the Discloser and without breach of this Agreement.

Disclosures Required by Law.

If Recipient becomes legally compelled, by deposition, interrogatory, subpoena, civil investigative demand, or similar process, to disclose any Confidential Information, Recipient shall promptly notify Discloser of the requirement in writing so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives compliance in writing, Recipient shall furnish only that portion of the information that Recipient is advised by written opinion of counsel is legally required to be disclosed and shall exercise reasonable efforts to obtain confidential treatment of such information.

Disposal of Confidential Information.

Upon termination of this Agreement or upon Discloser's written request, Recipient will promptly return or destroy all Confidential Information of Discloser in Recipient's possession or control. If requested, Recipient will certify in writing that such Confidential Information has been returned or destroyed. Notwithstanding the foregoing, Recipient may retain copies required by applicable law, insurance requirements, documented record-retention policies, or routine backup and archival processes, provided that all retained information remains subject to the confidentiality and security obligations of this Agreement and is not used for any other purpose. Following termination, CompuTech will return Client Data in its possession in its then-existing format and on Client-supplied media. Any conversion of format or media requested by Client will be performed at Client's expense.

Remedies.

The Parties acknowledge and agree that a breach of this Agreement by either Party may cause continuing and irreparable injury to the other Party's business for which remedies at law may be inadequate. Discloser shall therefore be entitled to seek a temporary restraining order and injunctive relief against the other Party, without posting a bond or other security,

to prevent any such violation, in addition to any other appropriate equitable relief.

Duration.

The obligations set forth under the "Confidential Information" provisions of this Agreement will apply during the term of this Agreement and for three (3) years thereafter; provided, however, that obligations relating to trade secrets, credentials, security configurations, and information protected by applicable law will continue for so long as such information remains confidential or protected.

OWNERSHIP RIGHTS

Services.

CompuTech retains all right, title, and interest in the Services and in all improvements, enhancements, modifications, or derivative works thereof, including, without limitation, all patent, copyright, trade secret, trademark, and other intellectual property rights. The Services contain proprietary and confidential information protected by applicable intellectual property and other laws, and Client agrees not to disclose such information to any third party without CompuTech's prior permission. CompuTech grants Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the term of the applicable Statement of Work to use the Services.

Content.

CompuTech acknowledges and agrees that all Content, including all copyrights, trademarks, database rights, and other intellectual property rights contained in such Content, is owned or licensed by Client. Client grants CompuTech a license to store, record, transmit, and display the Content solely to perform CompuTech's obligations under this Agreement.

REPRESENTATIONS AND WARRANTIES

By Each Party.

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; and (b) it is, and will remain during the term of this Agreement, in compliance with all applicable laws and regulations governing its performance under this Agreement, including its possession and use of Client Data and its provision or use of the Services.

By Client.

Client represents and warrants to CompuTech that: (a) it owns, licenses, or otherwise has all rights necessary to use the Content and to grant CompuTech the rights provided under this Agreement; (b) CompuTech's authorized possession, use, storage, transmission, or processing of the Content or Client Data in accordance with this Agreement does not and will not infringe, violate, or misappropriate any patent, trademark, copyright, trade secret, or other proprietary right of any third party; and (c) Client will not use, or permit any third party under its control to use, the Services for high-risk activities, including the operation of nuclear facilities, air traffic control systems, life-support systems, or other activities in which the use or failure of the Services could reasonably result in death, personal injury, or significant environmental damage.

By CompuTech.

CompuTech represents and warrants to Client that:

1. **Industry Standards.** The Services shall be performed in a professional and workmanlike manner by appropriately qualified personnel in accordance with generally accepted industry standards applicable to the Services. Any specific project deliverable will be deemed accepted unless Client provides CompuTech with reasonably detailed written notice of a material non-conformance within five (5) business days after delivery. Upon confirming the non-conformance, CompuTech will use commercially reasonable efforts to correct it at no additional charge to Client. This correction shall be Client's sole and exclusive remedy for breach of this warranty.
2. **Service Levels.** The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable Statement of Work. Client's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable Statement of Work.

Client is not authorized to make, and Client shall not make, any representations or warranties on behalf of CompuTech to any third party. Client shall be solely responsible and liable for any representations or warranties that Client makes to any third party regarding CompuTech, the Services, or any other aspect of this Agreement. CompuTech makes no representations or warranties regarding Third-Party Services. To the extent available and permitted by the applicable third-party provider, CompuTech will pass through to Client any applicable warranties, terms, conditions, or remedies provided by that third-party provider.

Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED UNDER THE "REPRESENTATIONS AND WARRANTIES" PROVISIONS OF THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF PERFORMANCE. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF COMPUTECH IS AUTHORIZED TO MAKE ANY ADDITIONAL REPRESENTATIONS OR WARRANTIES ON BEHALF OF COMPUTECH. CLIENT ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. CLIENT FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE, MAY BE SUBJECT TO INTERRUPTION OR DISRUPTION, AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE SECURITY BREACHES. COMPUTECH SHALL NOT BE LIABLE FOR SUCH EVENTS EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

INDEMNIFICATION

Indemnification by CompuTech.

Subject to the terms and conditions of this Agreement, CompuTech will, at its cost: (i) defend Client and its officers, directors, shareholders, employees, agents, successors, and permitted assigns (collectively, the "Client Indemnified Parties") from and against any claim, suit, action, or proceeding, whether threatened or commenced, brought by a third party (each, a "Claim") against any Client Indemnified Party to the extent based upon: (a) any breach by CompuTech of its representations and warranties under the "By Each Party" provisions of this Agreement; (b) real property damage or personal injury, including death, solely and directly caused by CompuTech's employees or contractors in the course of performing Services under this Agreement; (c) any breach by CompuTech of the "Confidential Information" provisions of this Agreement to the extent the disclosure results from actions predominantly attributable to CompuTech; (d) any uncured breach by CompuTech of its obligations under the "Information Security" provisions of this Agreement; or (e) any allegation that Client's authorized receipt or use of the Services under this Agreement infringes a third party's United States copyright or patent issued as of the Agreement Effective Date, or misappropriates a third party's trade secret, each such Claim, an "IP Claim"; and (ii) pay any final award of damages, or settlement amount approved by CompuTech in writing, payable to the third party that brought such claim.

Indemnification by Client.

Client will indemnify, defend, and hold harmless CompuTech and its officers, directors, shareholders, employees, agents, successors, and permitted assigns from and against any and all liabilities, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of any claim, suit, action, or proceeding, whether threatened or commenced, brought by a third party against CompuTech or any such indemnified party to the extent based upon: (a) any breach by Client of its representations and warranties under the "Representations and Warranties" provisions of this Agreement; (b) real property damage or personal injury, including death, directly caused by Client; (c) any breach by Client of the "Confidential Information" provisions of this Agreement to the extent the disclosure results from actions predominantly attributable to Client; (d) any breach by Client of its obligations under the "Required Consents" or "Encryption" provisions of this Agreement; (e) any breach by Client of the "Export Compliance" provisions of this Agreement; or (f) any claim that CompuTech's authorized possession, use, storage, or transmission of the Content, Client Data, or Client Components infringes, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret, or other Intellectual property or proprietary right of a third party.

Procedure.

A Party (or other person) having a right to defense and indemnification under this Agreement ("Indemnified Party") that desires such indemnification shall tender to the Party having an obligation to defend and indemnify under this Agreement ("Indemnifying Party") sole control of the defense and settlement of the Claim for which indemnity is sought, provided

that the Indemnified Party shall promptly notify the Indemnifying Party in writing of each Claim and shall provide the Indemnifying Party with information and assistance to defend and settle the Claim. The Indemnified Party, at its own expense, shall have the right to employ its own counsel and participate in the defense of any Claim for which indemnification is sought under the "Indemnification" provisions of this Agreement. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial, and defense of any Claim. Neither Party shall settle a Claim in a manner that requires an admission of liability by, imposes injunctive relief against, or creates other affirmative obligations for the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.

Mitigation for IP Claims.

At any time after notice of an IP Claim, or if CompuTech believes there is a basis for an IP Claim, CompuTech has the right, at CompuTech's sole option and expense, to either: (a) procure the right for Client to continue receiving the Services as provided in this Agreement; or (b) replace or modify the applicable Service with a service that has substantially similar functionality and that CompuTech believes would not be subject to the IP Claim. If CompuTech deems either option not feasible or not commercially reasonable, CompuTech has the right to terminate the applicable Statement of Work. In the event of any such termination, CompuTech will refund to Client the unused portion of any amounts paid by Client for the affected Service. Upon any such termination, Client shall cease use of the applicable Service.

Limitations as to IP Claims.

Notwithstanding anything to the contrary, CompuTech shall have no obligations or liability under the "Indemnification by CompuTech" provisions of this Agreement if the IP Claim is based upon, arises out of, or relates, in whole or in part, to any of the following: (a) the combination of the applicable Service with any product, software, solution, or service not entirely developed and provided by CompuTech; (b) use of the applicable Service outside the scope of the licenses or rights set forth in this Agreement, or in violation of any law or any restriction or limitation set forth in this Agreement; (c) Client's failure to comply with CompuTech's direction to cease any activity that, in CompuTech's reasonable judgment, may result in an IP Claim; (d) any allegation by a third party that does not specifically reference a CompuTech Service or a feature or function of a CompuTech Service; or (e) any IP Claim for which Client does not promptly tender control of the defense to CompuTech.

Sole Remedy.

THE TERMS UNDER THE "INDEMNIFICATION" PROVISIONS OF THIS AGREEMENT SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND COMPUTECH'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD-PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH UNDER THE "INDEMNIFICATION" PROVISIONS OF THIS AGREEMENT, COMPUTECH SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CLIENT FOR THIRD-PARTY CLAIMS.

LIMITATION OF LIABILITY

Limit on Types of Damages Recoverable.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR COMPUTECH'S SUPPLIERS OR LICENSORS, WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, OR LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTION, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK, OR THE SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF: (A) SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DIRECT DAMAGES DO NOT SATISFY A REMEDY; OR (C) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT OR ANY STATEMENT OF WORK FAILS OF ITS ESSENTIAL PURPOSE.

Limit on the Amount of Damages Recoverable.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPUTECH'S TOTAL CUMULATIVE LIABILITY UNDER OR RELATING TO THIS AGREEMENT AND THE SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION, OR THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY, OR

NEGLIGENCE, SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID BY CLIENT TO COMPUTECH UNDER THE APPLICABLE STATEMENT OF WORK FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

Non-Managed Systems.

CompuTech shall not be liable for any damage caused by services, systems, software, or other components that neither CompuTech nor its employees, agents, or subcontractors furnish or manage pursuant to this Agreement.

Applicability.

The terms under the "Limitation of Liability" provisions of this Agreement shall apply to the maximum extent permitted by applicable law. If applicable law precludes a Party from excluding or limiting liability for certain damages, acts, or omissions, the limitations under the "Limitation of Liability" provisions of this Agreement shall not apply to such damages, acts, or omissions, but shall remain applicable to all other damages, acts, and omissions.

Allocation of Risk.

EACH PARTY ACKNOWLEDGES THAT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT. EACH PARTY FURTHER ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY, OR THAT THE FEES PAID BY CLIENT FOR THE SERVICES WOULD HAVE BEEN HIGHER.

TERM AND TERMINATION

This Agreement.

This Agreement shall commence on the Agreement Effective Date and remain in effect until terminated in accordance with this Agreement.

Statement of Work.

The term of each Statement of Work shall be as specified in that Statement of Work.

Termination for Convenience.

Either Party may terminate this Agreement for convenience at any time upon written notice to the other Party. If there are any active Statements of Work, termination shall be effective upon the expiration or termination of the last Statement of Work. If there are no active Statements of Work, termination shall be effective upon receipt of the written notice.

Termination for Breach.

Either Party may terminate this Agreement or any individual Statement of Work in accordance with the "Cure" provisions of this Agreement, where an opportunity to cure must be provided, or the "No Opportunity to Cure" provisions of this Agreement, where an opportunity to cure is not available.

Cure.

If the other Party breaches any material provision of this Agreement or any Statement of Work and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party (the "Cure Period"), the non-breaching Party may terminate this Agreement or the applicable Statement of Work. The notice shall specify the basis for termination, including a description of the breach and how the breach may be cured within the Cure Period. If the breaching Party fails to cure the breach within the Cure Period, termination shall become effective on the thirty-first (31st) day following receipt of the notice.

No Opportunity to Cure.

Notwithstanding the "Cure" provisions of this Agreement, either Party may terminate this Agreement or an applicable Statement of Work immediately upon written notice if the other Party: (a) commits fraud, intentional misrepresentation, or willful misconduct materially affecting this Agreement or the Services; (b) engages in unlawful conduct that materially affects the other Party or the performance of this Agreement; (c) materially breaches its obligations regarding Confidential

Information, Client Data, Intellectual property, security, or acceptable use in a manner that is not reasonably capable of cure; (d) makes a representation or warranty that was materially false or misleading when made and that the breaching Party knew, or reasonably should have known, was materially false or misleading; (e) commits a material breach that, by its nature, cannot reasonably be cured; or (f) repeatedly commits substantially similar material breaches after receiving prior written notice and an opportunity to cure. The termination notice must describe the basis for termination in reasonable detail. Termination will become effective upon receipt of the notice by the breaching Party.

Termination for Financial Insecurity.

Either Party may terminate this Agreement and all Statements of Work upon written notice if the other Party ceases conducting business in the ordinary course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of judicial or administrative proceedings involving bankruptcy, receivership, or reorganization. Termination shall become effective upon receipt of the written notice.

Final Payment.

Within thirty (30) days after termination of this Agreement or any individual Statement of Work, CompuTech will submit to Client a final itemized invoice for all fees and expenses due and owing by Client. Client shall pay the final invoice within fifteen (15) days after the invoice date.

Effects of Termination.

Upon termination of this Agreement or an individual Statement of Work and CompuTech's receipt of payment from Client for the final invoice described under the "Final Payment" provisions of this Agreement, CompuTech will, to the extent applicable, use reasonable efforts to facilitate an orderly and efficient transition of Services to a successor provider identified by Client. CompuTech shall have no obligation to provide transition assistance until all outstanding fees, including any early termination fees expressly stated in the applicable Statement of Work, have been paid. Any transition services requested by Client shall be provided by CompuTech on a time-and-materials basis. CompuTech reserves the right to require prepayment for any transition services.

Survival.

Those provisions that by their nature should survive termination of this Agreement shall survive termination. Without limiting the foregoing, the "Ownership Rights," "Representations and Warranties," "Indemnification," and "Limitation of Liability" provisions of this Agreement shall survive termination.

MISCELLANEOUS

Force Majeure.

Neither Party shall be liable to the other Party for any delay or failure to perform due to causes or circumstances beyond its reasonable control and without its fault or negligence, including acts of civil or military authority, national emergencies, labor strikes, fire, flood, catastrophe, acts of God, insurrection, war, riots, transportation failures, or general or city-wide power failures. Each Party shall use reasonable efforts to mitigate the extent of any such excusable delay or failure and its adverse consequences. If such delay or failure continues for more than thirty (30) days, the Party not affected by the delay may terminate the applicable Statement of Work or this Agreement without liability.

Export Compliance.

Client agrees to comply with all export and re-export control laws and regulations applicable to any transaction under this Agreement, including, without limitation, the Export Administration Regulations administered by the United States Department of Commerce, the International Traffic in Arms Regulations administered by the United States Department of State, and regulations administered by the Office of Foreign Assets Control of the United States Department of the Treasury. Client shall be solely responsible for such compliance with respect to Client Data and Content provided to CompuTech.

Insurance.

Each Party will maintain during the term of this Agreement insurance coverage that is commercially reasonable and appropriate for its business, operations, and obligations under this Agreement. Upon reasonable written request, each Party will provide evidence of such coverage, subject to applicable confidentiality restrictions. Each Party is solely

responsible for insuring its own property, wherever located, and neither Party is responsible for insuring the property of the other Party while such property is in transit or in the possession of the other Party.

Waiver.

The failure of either Party to insist upon the performance of any term, covenant, or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of that term, condition, obligation, or right. All such terms, conditions, obligations, and rights shall remain in full force and effect.

Assignment.

Neither Party may assign its rights or delegate its duties or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, CompuTech may assign this Agreement without Client's prior written consent in connection with an acquisition of CompuTech, a merger or reorganization involving CompuTech, or the sale of all or substantially all of CompuTech's assets.

Agreement Binding on Successors.

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Governing Law and Jurisdiction.

The validity, construction, and interpretation of this Agreement and the rights and duties of the Parties shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict-of-laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in Salt Lake County, Utah, and each Party irrevocably submits to the personal jurisdiction and venue of such courts.

Relationship of Parties.

The Parties are independent contractors, and this Agreement shall not create or imply an agency, partnership, joint venture, employment, or fiduciary relationship between the Parties. During the term of this Agreement, CompuTech may request that Client execute instruments or documents appointing CompuTech as Client's agent for a specific and limited purpose. An authorized officer or representative of Client shall execute and deliver in a timely manner to CompuTech, or to the applicable third party, any such instruments reasonably required for CompuTech to manage and perform the Services under this Agreement.

Subcontractors.

CompuTech may engage subcontractors to perform Services under any Statement of Work. Except as otherwise provided in this Agreement, CompuTech shall be responsible for the acts and omissions of its subcontractors to the same extent that it is responsible for the acts and omissions of its own employees.

Severability.

If any provision of this Agreement is declared or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain unimpaired and in full force and effect. The Parties shall negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

Notices.

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given if personally delivered or sent by certified mail or nationally recognized overnight delivery service, postage prepaid, to the following addresses:

If to CompuTech:

CompuTech Consulting, Inc., dba CompuTech
Attn: General Counsel
2155 S. Orchard Drive, Suite 201
Bountiful, Utah 84010

If to Client:

To Client's address stated in the applicable Statement of Work or Quote, or to Client's last known address reflected in CompuTech's records.

Either Party may change its notice address by providing written notice to the other Party in accordance with this notice procedure.

Captions.

The descriptive headings of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and shall not affect the construction or interpretation of this Agreement.

Amendments.

No waiver of any right or remedy, and no amendment, change, or modification of this Agreement, shall be binding upon a Party unless made in writing and signed by the Party against whom enforcement is sought.

Counterparts; Electronic Acceptance.

This Agreement and any Statement of Work, Quote, PCR, amendment, or other document governed by this Agreement may be executed or accepted in counterparts and by electronic signature, electronic approval, purchase order, or other electronic means authorized by CompuTech. Each counterpart and electronic acceptance will be deemed an original and legally binding, and all counterparts together will constitute one agreement.

Publicity.

Neither Party may publicize its business relationship with the other Party, use the other Party's name or trademarks, or disclose the nature of the Services performed for Client without the other Party's prior written consent.

No Solicitation of Employees.

During the term of this Agreement and for one (1) year following its termination or expiration, neither Party shall, without the other Party's prior written consent, directly solicit for employment or hire any person then employed by the other Party who became known to the soliciting Party through the relationship established under this Agreement. This restriction shall not apply to general job opportunities posted on recruiting websites or in other publications, provided that the applicable employee was not directly solicited or recruited.

No Third-Party Beneficiaries.

Except as provided under the "Indemnification" provisions of this Agreement, this Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or entity other than the Parties.

Change of Control Events.

In the event that Client sells, transfers, assigns, or otherwise disposes of all or substantially all of its assets, business, or operations, whether through sale of assets, merger, consolidation, or otherwise, to any person or entity (the "Acquiring Party") in a transaction constituting a "Change of Control," Client shall remain fully responsible and liable for all payment obligations and other duties under this Agreement for the remainder of the applicable term unless the Acquiring Party expressly agrees in writing to assume all obligations and liabilities of Client under this Agreement. Any such assumption of obligations by the Acquiring Party must be memorialized in a written agreement executed by CompuTech, Client, and the Acquiring Party. Client shall provide CompuTech with written notice at least thirty (30) days before the closing of any transaction that would constitute a Change of Control as described above. Such notice shall include the name and contact information of the Acquiring Party. Notwithstanding any Change of Control, Client shall not be released from its obligations under this Agreement without CompuTech's prior written consent, which shall not be unreasonably withheld if the Acquiring Party: (i) has equal or greater financial resources compared to Client; (ii) agrees to be bound by the terms and conditions of this Agreement; and (iii) executes CompuTech's then-current form of assumption agreement.

Entire Agreement.

This Agreement, including all Addenda, Statements of Work, and all schedules, attachments, and other documents attached hereto or incorporated by reference, constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties concerning the matters contained in this Agreement

are expressly superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

ADDENDUM A: TERMS SPECIFIC TO PRODUCT SALES ONLY

This Addendum A: Terms Specific to Product Sales Only ("Addendum A") applies to any order for software, hardware, or Resold Services ("Products") made by Client for its own internal use and not for resale pursuant to a Quote issued by CompuTech. As used in this Addendum A, "Resold Services" refers to services, such as Software as a Service, that are ordered from CompuTech but procured from and supplied by a third party. CompuTech does not directly perform or control such Resold Services, and they are therefore considered Products. Any such orders shall be subject to the terms and conditions of this Addendum A.

1. **Product Returns and Warranty Assistance.** Client acknowledges that CompuTech is reselling all Products purchased by Client and that the Products are manufactured and/or delivered by a third party. To the extent available, CompuTech shall pass through to Client the manufacturer's warranties for each Product and shall assist Client in facilitating the manufacturer's return policies. Products shall not be accepted for return to CompuTech without CompuTech's prior written approval. In no event will CompuTech provide return or warranty coverage beyond that provided by the manufacturer. Products accepted for return may be subject to restocking fees. Client acknowledges that the terms and conditions governing the use of Products, including any applicable end-user license agreements, shall be solely between Client and the manufacturer or provider of such Products.
2. **Product Use and Product Warranty Disclaimer.** Client shall not use the Products in life-support, life-sustaining, nuclear, or other applications in which failure of the Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that CompuTech shall not be liable for any claim or damage arising from such use. COMPUTECH MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. COMPUTECH DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
3. **Shipment and Risk of Loss for Product Sales.** All shipments of Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client's identified point of delivery shall be the responsibility of Client. Risk of loss shall pass to Client upon delivery of the Products to the common carrier, regardless of who pays the common carrier, or to Client's representative at the point of shipment.
4. **Product Security Interest.** Client grants CompuTech a security interest in the Products detailed in each Quote as security for payment in full. Client authorizes CompuTech to file and/or record any documents CompuTech deems necessary to perfect this security interest.
5. **Permitting Compliance for Product Sales.** Client shall obtain all licenses, permits, and approvals required by any domestic or foreign governmental agency having jurisdiction over the transaction.
6. **Price and Payment.** The prices set forth in any Quote are exclusive of all applicable taxes, duties, license fees, and tariffs, payment of which shall be Client's responsibility. Prices quoted are firm for thirty (30) days unless otherwise specified in the applicable Quote. One hundred percent (100%) of the purchase price for hardware shall be invoiced upon order and shall be due and payable within fifteen (15) days after the invoice date. Payment for all other non-hardware purchases shall be due within thirty (30) days after the invoice date. If Client finances its purchase through a third party, Client shall remain liable for payment to CompuTech until CompuTech receives payment in full from the third party. All payments shall be made in United States currency. Client shall pay interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, on any outstanding balance. Without limiting the foregoing, if Client's account remains unpaid for thirty (30) days or more past the due date, CompuTech reserves the right to suspend the applicable Products or Resold Services until all overdue amounts and applicable interest charges are paid. Client agrees to reimburse CompuTech for all expenses incurred in connection with the collection of amounts payable under this Addendum A, including collection agency fees, court costs, and reasonable attorneys' fees.
7. **Export.** Client agrees to comply with all export and re-export control laws and regulations applicable to any transaction under this Addendum A, including, without limitation, the Export Administration Regulations administered by the United States Department of Commerce, the International Traffic in Arms Regulations administered by the

United States Department of State, and regulations administered by the Office of Foreign Assets Control of the United States Department of the Treasury. Notwithstanding any sale of Products by CompuTech, Client acknowledges that it is not relying upon CompuTech for advice or counseling regarding export-control requirements. Client agrees to indemnify CompuTech, to the fullest extent permitted by law, from and against any fines, penalties, and reasonable attorneys' fees arising from Client's breach of the "Export" provisions of this Addendum A.

8. **Cancellation.** The purchase of Products may be canceled by Client only with CompuTech's prior written approval and upon terms that indemnify CompuTech against all losses related to such cancellation.
9. **Limitation of Liability.** NO MONETARY RECOVERY SHALL BE AVAILABLE FROM COMPUTECH FOR WARRANTY CLAIMS. IN NO EVENT SHALL COMPUTECH'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS OF THE PARTICULAR CLAIM. COMPUTECH SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, OR LOSS OF BUSINESS OPPORTUNITY, HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE A PRODUCT OR OTHERWISE RELATING TO THIS ADDENDUM A, EVEN IF COMPUTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER A CLAIM IS BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF STATUTORY DUTY, INDEMNITY, CONTRIBUTION, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
10. **Survival.** Those provisions that by their nature should survive termination of this Addendum A shall survive termination. Without limiting the foregoing, the "Product Returns and Warranty Assistance," "Product Use and Product Warranty Disclaimer," "Price and Payment," "Export," and "Limitation of Liability" provisions of this Addendum A shall survive termination of this Agreement.

ADDENDUM B: TERMS SPECIFIC TO HOSTING SERVICES ONLY

This Addendum B: Terms Specific to Hosting Services Only ("Addendum B") applies to any order for services consisting of, but not limited to, network, storage, and server devices, software programs, applications, network management devices, and other items specified in a Statement of Work ("Hosting Services"). Any such order shall be subject to the terms and conditions of this Addendum B.

Definitions.

1. "Hosted Data" means Client Data that CompuTech obtains, creates specifically for Client, generates, collects, stores, or processes in connection with its performance of the Hosting Services and that is stored in the Hosting Environment.
2. "Hosting Environment" means CompuTech's hosting environment used to deliver the Hosting Services.

Information Security.

1. **Security Measures.** CompuTech will maintain commercially reasonable security measures designed to: (a) ensure the security of Hosted Data stored by CompuTech in the Hosting Environment; (b) protect against anticipated threats or hazards to the security or integrity of Hosted Data stored by CompuTech in the Hosting Environment; and (c) protect against unauthorized access to or use of Hosted Data stored by CompuTech in the Hosting Environment.
2. **Notification and Prevention Obligations.** Upon becoming aware of an actual security breach in the Hosting Environment that may result in unauthorized access to or disclosure of unencrypted Hosted Data, CompuTech shall promptly notify Client. The notification shall describe in reasonable detail the Hosted Data believed to be at risk. CompuTech shall take all actions reasonably necessary under the circumstances to prevent continued unauthorized access to such Hosted Data. In the event of a breach of confidentiality or security, CompuTech shall work in good faith and cooperate with Client to address the breach. CompuTech shall not be responsible or liable for any security breach caused by Client or its Users.

Client Responsibilities

1. **Acceptable Use.** Client is responsible for all acts and omissions of its Users in connection with their receipt or use of the Hosting Services. Client agrees, and shall ensure that its Users agree, to act responsibly and not use the Hosting Services for any illegal or unauthorized purpose, including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, email spoofing, virus distribution, network attacks, software piracy, harassment, unauthorized use of copyrighted materials, sharing illegal software, or unauthorized use of images. CompuTech has the right to

investigate potential violations of the "Client Responsibilities" provisions of this Addendum B. If CompuTech determines that a violation has occurred, CompuTech may, in its sole discretion: (a) restrict Client's or its Users' access to the Hosting Services; (b) remove or require removal of any offending Content; (c) terminate the applicable Statement of Work or this Agreement for cause; and/or (d) exercise any other rights or remedies available at law or in equity. Except in an emergency or as otherwise required by law, before taking any such action, CompuTech will attempt to notify Client by any reasonably practical means under the circumstances, including by telephone or email. Client shall promptly notify CompuTech of any event or circumstance related to this Agreement, Client's or any User's use of the Hosting Services, or Content of which Client becomes aware that could lead to a claim or demand against CompuTech. Client shall provide all relevant information relating to such event or circumstance upon CompuTech's request. CompuTech agrees to provide Client with access to Client's software applications, devices, equipment, hardware, and Hosting Services-related license files to the extent reasonably necessary for Client to audit its Users' compliance with this Agreement.

2. **Access.** Client agrees not to access the Hosting Environment by any means other than through the interface provided by CompuTech for access to the Hosting Environment.
3. **Capacity Planning.** Client is solely responsible for determining whether the Hosting Environment and related Content meet Client's capacity, performance, and scalability needs. Client is responsible for planning for and requesting changes to the Hosting Environment and Hosting Services, including any additional capacity required to support anticipated increases in demand, website traffic, transaction volumes, or other system-resource utilization.

Indemnification.

Subject to the "Indemnification" provisions of the Agreement, Client will indemnify, defend, and hold harmless CompuTech and its officers, directors, shareholders, employees, agents, successors, and permitted assigns from and against any liabilities, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of any claim, suit, action, or proceeding brought or threatened by a third party against CompuTech or any such indemnified party to the extent based upon: (a) Client's or any User's breach of the "Acceptable Use," "Access," or "Capacity Planning" provisions of this Addendum B; (b) any unlawful, unauthorized, or improper use of the Hosting Services by Client or any User; (c) a security incident, unauthorized access, or loss arising from Client, any User, Client Systems, Client Components, Content, or Client's failure to comply with its obligations under this Agreement or Addendum B; or (d) any allegation that CompuTech's authorized possession, use, storage, processing, or transmission of Content, Client Data, or Client Components infringes, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret, privacy right, or other intellectual property or proprietary right of a third party.

Survival.

Those provisions that by their nature should survive termination of this Addendum B shall survive termination. Without limiting the foregoing, the "Acceptable Use" and "Indemnification" provisions of this Addendum B shall survive termination of this Agreement.



(/contact#LA)



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Proclamation No. 2026- 03

A PROCLAMATION OF THE MAYOR OF THE CITY OF LAVERKIN, UTAH

WHEREAS, September 17, 2026, marks the two hundred and thirty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the Constitution, as the author and guardian of our liberties, embodies the principles of limited government in a Republic dedicated to the rule of law; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuance of a proclamation each year by the President of the United States of America, designating September 17 through 24 as Constitution Week; and

WHEREAS, the Mayor and City Council of LaVerkin, Utah deem it to be in the best interest of the residents of LaVerkin, Utah to encourage honor and respect for the Constitution and the principles contained therein,

NOW, THEREFORE, know all men by these presents that I, Kelly B. Wilson, by virtue of the power vested in me as Mayor of LaVerkin, Utah, do hereby set aside, designate and proclaim the week of September 17, 2026 through September 24, 2026 as Constitution Week, and do hereby encourage all citizens to study the Constitution and to reflect on the many privileges and freedoms enjoyed by the American people and all the rights, duties and responsibilities attendant to those privileges and freedoms.

DATED this _____ day of September, 2026.

Kelly B. Wilson, Mayor

Attest:

Nancy Cline, City Recorder

