

Clarity Managed IT SLA

Updated 2023-12-02

DAG Tech, LLC (“we,” “us,” “our,” or “**DAG Tech**”) provides this Clarity Managed IT Service Level Agreement (“**SLA**”) to ensure its CLIENTS are fully informed of the scope of Services of its Clarity Managed IT Services. This Clarity Managed IT SLA is designed to specify the details of the Clarity Managed IT Services to be provided to the CLIENT. This Clarity Managed IT SLA applies to all DAG Clarity Managed IT Services, or similar Services, and is incorporated by reference into the Master T&Cs, the Agreement, and/or similar agreements.

By accessing or using the Service, the CLIENT consents to the terms and conditions described in this Clarity Managed IT SLA. Please further note, that any capitalized terms not defined herein, shall have the meaning ascribed to it in the DAG Tech Master T&Cs available at the Locations.

1. DAG Tech shall provide the following services (“**Services**”):
 - a. Recruit, screen, interview, and assign its employees (“**Assigned Employees**”) to perform the type of work described in Schedule(s) under CLIENT’s supervision at the locations specified in Schedule(s);
 - b. Pay Assigned Employees’ wages and provide them with the benefits that DAG Tech offers to them;
 - c. To the extent applicable, pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees; and
 - d. Require Assigned Employees to sign confidentiality agreements before they begin their assignments to CLIENT.
 - e. Provide oversight of the Assigned Employee within DAG Tech’s sole discretion provided consistent with this Agreement.
2. CLIENT shall be obligated to do the following:
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without DAG Tech’s express prior written approval or as strictly required by the job description provided to DAG Tech;
 - c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Not change Assigned Employees’ job duties without DAG Tech’s express prior written approval; and
 - e. Exclude Assigned Employees from CLIENT’s benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees’ compensation or benefits.
3. Payment Terms, Bill Rates, and Fees. DAG Tech shall bill the CLIENT in advance of performance of the Services and any work performed by Assigned Employee on a Net30 basis consistent with the attached Schedule(s) and corresponding Service Order. For example, Services and work by the Assigned Employee for August shall be billed on July 1 with payment due from CLIENT by July 31.

4. Indemnification and Limitation of Liability.

- a. To the extent permitted by law, DAG Tech shall defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by DAG Tech's breach of the Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the negligence, gross negligence, or willful misconduct of DAG Tech or DAG Tech's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- b. To the extent permitted by law, CLIENT shall defend, indemnify, and hold DAG Tech and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- c. Neither Party shall be liable for or be required to indemnify the other Party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such Party has been advised of the possibility of such damages.
- d. As a condition precedent to indemnification, the Party seeking indemnification shall inform the other Party in writing within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other Party; and the Party seeking indemnification shall cooperate in the investigation and defense of any such matter.
- e. The provisions of the Agreement (including this SLA as a part thereof) constitute the complete agreement between the Parties with respect to indemnification, and each Party waives its right to assert any common-law indemnification or contribution claim against the other Party.
- f. The CLIENT agrees that the maximum liability of DAG Tech under this Agreement shall be the total cumulative amount of Fees paid to DAG Tech over the twelve (12) month period prior to the event giving rise to any liability claim against DAG Tech. This limitation of liability shall apply to DAG Tech's indemnification obligations under the Agreement.
- g. This indemnification and limitation of liability clause shall be construed in addition to any indemnification and limitation of liability clauses of the T&Cs. In the event that these provisions contradict with the provisions of the T&Cs, these provisions of Section 4 of this SLA shall prevail, to the extent of the contradiction only.

5. Term of Agreement and Termination.

- a. The Initial Trial Term of this Agreement shall extend for a period as specified in the corresponding Service Order and shall automatically renew thereafter for the remainder of the Term, as specified in the corresponding Service Order, unless the CLIENT terminates for good cause, which shall mean the following as determined by CLIENT's reasonable discretion:

- i. the willful, substantial, continued and unjustified refusal of the Assigned Employee to perform their duties, other than any failure due to physical or mental incapacity; or
 - ii. willful misconduct materially and demonstrably injurious to the CLIENT, financially or otherwise. Provided that DAG Tech shall be given 30-day written notice of CLIENT's desire to terminate for good cause and DAG Tech shall have the opportunity to cure, including but not limited to, training or replacing the Assigned Employee, and such new placement shall enjoy a new Initial Trial Term as specified in the corresponding Service Order, which shall automatically renew thereafter for the remainder of the Term unless the CLIENT terminates in accordance with this Section 5 of the SLA.
 - b. This term and termination clause shall be construed in addition to any term and termination clauses of the T&Cs. In the event that these provisions contradict with the provisions of the T&Cs, these provisions of Section 5 of this SLA shall prevail, to the extent of the contradiction only.
6. **Guarantee.** DAG Tech guarantees that the Assigned Employees that DAG Tech recruits and assigns to CLIENT shall have the qualifications CLIENT requests. Under no circumstances shall DAG Tech be required to provide an Assigned Employee whose qualifications exceed or differ from the CLIENT's initial request without an agreed upon increase in compensation and fees, including but not limited to training fees or costs to meet the CLIENT's increased or new qualifications for the Assigned Employee. Further, the CLIENT may not reduce the requested qualifications for the Assigned Employee after the Effective Date unless mutually agreed between the Parties.
7. **Job role descriptions.** The specific job roles and descriptions of the Assigned Employees shall be as specified in the Service Order. For illustrative purposes, these may (but are not required) to include without limitation:
- a. IT Manager
 - b. IT Support, Tier II for network, desktop, mobile, cloud support
 - c. Management of additional Tier I/II engineers
 - d. Recommendations on best technical processes
 - e. Start date for DAG Tech to provide the Assigned Employees at the designated locations of the CLIENT.
8. **Hours**
- a. Assigned Employee shall work full time during normal business hours and/or as otherwise specified in the corresponding Service Order.
 - b. Assigned Employee shall be entitled to 14 days of paid vacation and 6 days sick leave per year and such paid holidays as are generally available to the CLIENT's employees.
 - c. Any hours that exceed these limits shall be subject to overtime equal to 50% of the Assigned Employee's gross salary on an hourly basis.
9. **Place of performance**
- a. The CLIENT's Project Site, which is located at the address specified in the corresponding Service Order.
 - b. Remote or telework permitted as generally available to CLIENT's employees.
10. **Management Systems to be utilized:**

a. CLIENT helpdesk/IT systems

11. Effective Date shall be the effective date in the definitive Agreement, as specified in the corresponding Service Order, unless the Service Order is amended or replaced by the Parties who will evidence their approval thereof by initialing a new Schedule dated as of the effective date of such amendments or replacements.