

PEARL SUPPORT TERMS OF SERVICE

PEARL, FIRST PEARL, COMMUNITY PEARL, CORPORATE PEARL

These Pearl Support Terms of Service are entered into by Bromelkamp Company, LLC ("Bromelkamp" or "Provider") and you ("Client" or "User") (collectively, the "Parties").

A. SERVICES

Inclusions (kinds of work we will provide):

According to these terms, Bromelkamp agrees to provide the following services:

1. "Technical Support"

- assistance with Pearl, First Pearl, Corporate Pearl, or Community Pearl: how it works, how to use it,
- assistance with interfacing Pearl, First Pearl, Corporate Pearl, or Community Pearl with Microsoft 365,
- maintenance to prevent or correct errors or malfunctions on the client's Pearl, First Pearl, Corporate Pearl, or Community Pearl systems, and
- troubleshooting apparent compatibility problems between Pearl, First Pearl, Corporate Pearl, or Community Pearl and the Client's equipment.

2. "New Work" including:

- systems design,
- assistance in writing specifications or plans,
- consultation to determine the feasibility and cost of any proposed changes, and the effect of such proposed work on existing system application programs and on general system(s) operations,
- answering questions about what to debit or credit or offering direction or advice about which accounts to post rather than how Pearl Fund Accounting will process those transactions,
- changes to the Pearl, First Pearl, Corporate Pearl, or Community Pearl system specifications not originally provided and installed on the installation date,
- installation of new databases or features,
- custom programming,
- converting data from one computer to another,
- assistance with software other than Pearl, First Pearl, Corporate Pearl, or Community Pearl,
- re-installation of Pearl, First Pearl, Corporate Pearl, or Community Pearl for which the Client has not kept backup copies,
- training,
- fixes or changes to programs that were specially written or adapted for the Client,
- assistance with equipment operation (subject to Bromelkamp's familiarity with the Client's equipment),
- troubleshooting apparent malfunctions in equipment,

- time spent on advice, shopping, quoting prices, ordering, testing, or installing non-Pearl, First Pearl, Corporate Pearl, or Community Pearl software, and equipment,
- additional equipment or software, and
- interaction with equipment vendors, communications carriers, and software license owners as needed to initiate service to correct malfunctions or upgrades to the Client's computer and communications services. UNDER THIS AGREEMENT, BROMELKAMP DOES NOT REPAIR OR UPGRADE EQUIPMENT OR COMMUNICATIONS SERVICES; THE CLIENT IS RESPONSIBLE FOR MAKING ARRANGEMENTS AND PAYING FOR EQUIPMENT AND COMMUNICATIONS SERVICES REPAIRS AND UPGRADES.

Exclusions:

Service provided by Bromelkamp under this Agreement does not include repair of damage or increase in service time caused by:

- the Client's failure to continually provide a suitable operating environment with all facilities prescribed by the equipment manufacturer(s) including, but not limited to, adequate electrical power, air conditioning, or humidity control,
- the Client's use of equipment or computer application programs for uses other than those for which they were designed,
- the Client's failure to make a backup copy of its programs and data,
- the Client's use of supplies in a manner not prescribed or approved by Bromelkamp,
- any accident or disaster including, but not limited to flood, water, wind, and lightning; or neglect; or use not in accordance with Bromelkamp's instructions, and
- maintenance or repair by persons other than Bromelkamp or its designated substitute.

Other Services:

Bromelkamp customarily provides some services at no charge including updates to Pearl, First Pearl, Corporate Pearl, and Community Pearl programs, except for the cost of sending the Client a copy and installing it if the Client needs assistance; and fixes to Pearl, First Pearl, Corporate Pearl, and Community Pearl programs that were not specifically adapted for the Client.

These no-cost services are listed as examples only and may change at any time without notice. Bromelkamp will always answer questions about the Company or its policies, or invoices to the Client at no charge.

B. CONDITIONS

The Client's primary contact person, or a designee identified as acting on behalf of the primary contact person, will request service.

If requested by the Client, Bromelkamp will provide an estimate of hours of labor and/or cost required to complete the service, and a schedule for its completion.

If requested by the Client, Bromelkamp will also provide a fixed price bid to provide the service, and a schedule for its completion.

The Client may choose whether and under which basis (time and materials or fixed price) the service is to be performed.

Amendments and Cancellations:

1. If the Client cancels a service request, it will be liable to Bromelkamp for such compensation, as outlined under E. "COMPENSATION" below, relating to the canceled request for service which is due Bromelkamp for actual hours already worked and expenses already incurred at the time notice of cancellation is received by the Company.
2. If the Client changes a request for service, then for the purposes of this Agreement, Bromelkamp may consider the original request for service canceled and make a new response to the amended request.
 - a. Availability and access: The Client will provide Bromelkamp with access to its Pearl, First Pearl, Corporate Pearl, or Community Pearl data processing system as necessary to provide technical support or new work under this Agreement.
 - b. Time of Service: All services will be performed during normal business hours, Monday through Friday, 7:30 a.m. to 5:00 p.m. Central Time, except legal holidays, unless special arrangements are agreed to in advance by both parties. Service requested by the Client to be performed at times other than normal business hours will be billed such that each hour worked will count as two (2) hours.
 - c. Limitation of Liability: Service provided under this Agreement may cause temporary interruption of normal operations of the Client's data processing system. When such interruptions are anticipated, Bromelkamp will inform the client of the nature of such interruptions in advance, so that the Client may, at its discretion, defer the service to a later time. Bromelkamp is not responsible for the cost or inconvenience incurred due to such interruption of operation of the Client's data processing equipment, computer application programs, communications services, or related services.
3. It is the responsibility of the Client to ensure its programs and data files are adequately duplicated (known as making a "backup copy"). Bromelkamp is not responsible for the client's failure to do so, nor for any cost of reconstructing data stored on computer disk, diskettes, tapes, or memories, etc. lost during or caused by services under this Agreement.

C. SECURITY OF INFORMATION

Confidentiality. Under the terms of this Agreement, Bromelkamp guarantees that under no circumstances will it make use of, nor will it have access to, the information stored within the Client's computer system for purposes other than those outlined in this Agreement, or as agreed upon by Bromelkamp and the Client's primary contact person or designee; and no third parties will have access to the information within the Client's computer system for any purpose whatsoever, without the written consent of the authorizing official signing this Agreement for the Client. In addition, when requested, we can tell you in writing if we will abide by any additional confidentiality terms required by your organization or company.

Remote Access and Remote Control. If necessary to provide support, we connect to Clients using either Microsoft Teams or Zoom. This allows the Support Team to troubleshoot problems, facilitate training, and/or implement changes at your request. An employee at your organization must participate in Teams/Zoom session; we cannot access your computers without permission for each session.

Note that disallowing remote access or remote-control access to your computer can substantially increase the cost of supporting and maintaining your database, as well as increasing the response time for troubleshooting problems and implementing solutions.

D. CHANGES

Bromelkamp may modify these terms from time to time.

E. COMPENSATION

The client will pay Bromelkamp compensation in U.S. dollars based on one of two methods.

The first method, BASIC SUPPORT, is payment of a flat monthly fee for "technical support" (services described in section A. SERVICES, paragraph 1) plus an additional hourly fee for "new work" (services described in section A. SERVICES paragraph 2). The second method, HOURLY SUPPORT, is payment of an hourly fee for all services provided under this agreement. In any month in which services are provided, the minimum charge for services provided under this Agreement will be one-quarter of the hourly fee. In any month in which no services are provided, there will be no charge. The selected method will be in effect until or unless we are notified of the Client's intent to change the compensation method.

For any service for which the Client has chosen to pay by a fixed price bid, the Client will pay Bromelkamp the total fixed price for completed work, in lieu of hourly charges for that work.

F. PERIOD OF PERFORMANCE

These Terms of Service will be in effect from installation of the software until terminated by the Client or Bromelkamp. The Client will select a compensation method at the time of installation (see also "E. COMPENSATION" described above). The selected method will be in effect until or unless we are notified of the Client's intent to change the compensation method.

G. GENERAL

These Terms of Service are deemed executed and performed in Minneapolis, Minnesota, and the Company and the Client agree that for the purposes of enforcing the respective rights and obligations under these Terms of Service or adjudicating any dispute hereunder, venue and personal jurisdiction over both parties will exist in the federal and state courts of Minnesota. No variance from these terms and conditions shall be valid unless agreed in writing by Bromelkamp and the Client.

Both Parties acknowledge they have read these Terms of Service, understand them, and consent to be bound by them, and further agree that it is the complete and exclusive statement of the agreement between the Parties, which supersedes all proposals or prior agreements, oral or

written, and all other communications between the Parties relating to the services to the Client's Pearl, First Pearl, Corporate Pearl, and Community Pearl data processing system. The Parties continue to be bound by the Pearl, First Pearl, Corporate Pearl, or Community Pearl License Agreement and any other agreements not relating to the subject matter of these Terms of Service.