PROSERV

PROFESSIONAL SERVICES AGREEMENT

EFFECTIVE DATE: JANUARY 1, 2025

Overview

THIS AGREEMENT IS GOVERNED BY THE BION SECURITY MASTER SERVICES AGREEMENT which can be found at www.bionsecurity.com/masteragreement/.

This Professional Service Agreement ("Agreement") is entered into on (Date), by and between [Customer Company], hereinafter referred to as the "Company," and BION Security, LLC, hereinafter referred to as the "Company."

BION SECURITY, LLC dba BION Security
710 Dacula Road, Suite 4A
Dacula, GA 30019

CUSTOMER LEGAL NAME
CUSTOMER HEADQUARTER ADDRESS

Scope of Services

DESCRIPTION OF SERVICES

The Customer shall engage the Company to perform IT services as described in this Agreement. The specific engineering expertise required for each task or project will determine the applicable hourly rate, as outlined below.

HOURLY RATE STRUCTURE

The hourly rates for services performed by the Company will vary based on the qualifications and experience level of the engineer required to perform the work. The applicable hourly rate for each category of engineer is as follows:

- **Level 1 Engineer (Entry Level/Junior Engineer) $125/hour:** Services include basic technical support, routine maintenance, troubleshooting, and lower-complexity tasks.
- **Level 2 Engineer (Mid-Level Engineer) $150/hour:** Services include intermediate technical support, system configuration, advanced troubleshooting, and project coordination.
- **Level 3 Engineer (Senior Engineer/Architect) $200/hour:** Services include high-level system architecture, design, advanced problem solving, strategic consulting, and project management.

Determination of Engineer Level. The level of engineer assigned to each task shall be mutually agreed upon by the Customer and the Company prior to the commencement of work. If the complexity of the task is beyond the scope initially estimated and requires a higher level engineer, the Company shall notify the Customer for approval before proceeding.

Overtime and After Hours Work. In the event that services are required outside of regular business hours (8AM to 6PM, Monday through Friday) or during weekends and holidays, an additional surcharge of 50% may apply to the hourly rates listed above. Overtime work will also require prior approval from the Customer.

(Insert detailed description of the specific professional services to be provided by the Company)

Fee Structure. The fees for services provided under this Agreement shall be determined based on the Engineering Level at the respective hourly rate, and deprecated accordingly. *Special Projects or requires Statement of Work.*

- **Hourly Fixed Fee Structure with BION ProServ Block of Hours:**
    - ProServ 10 Hour Block @ $1850;
    - ProServ 15 Hour Block @ $2,700;
    - ProServ 25 Hour Block @ $4,500.

Invoicing. Unless otherwise agreed to, invoices for ProServ Block of Hours are invoiced upfront. For all other services rendered under this Agreement shall be issued on a (Insert Time Frame) basis, and the Customer shall receive the invoice via electronic delivery on or before the due date.

Payment Terms. Payment for hourly blocks are due upfront. Payment for services performed as a separate project or scope of work rendered under this Agreement is due within 30 days from the date of the invoice.

Retainer (if applicable). In the event that a retainer is required, the Customer shall provide an initial retainer amount of $ (Insert Initial Retainer Amount) upon the execution of this Agreement. When retainer funds are within $2,000 of being depleted for unfinished project(s), Customer may renew retainer at initial retainer amount or revert to ProServ Hourly Fees as described above.

Additional Costs. The Customer shall be responsible for reimbursing the Company for any reasonable and documented expenses or disbursements incurred in connection with the provision of IT services. Such expenses may include but are not limited to travel, meals, and hotel expenses to/from on-site(s) if required.

Credit for Hardware Purchased through BION Security. Should Customer choose to purchase hardware from BION Security, Customer may be eligible to receive a credit to be applied toward BION ProServ Hourly Blocks at the following rates:

- $40,000 minimum and incrementally = One 10 Hour Block of ProServ
- Example: $100,000 in hardware = Two 10 Hour Blocks of ProServ.

No more than $80,000 in purchases or Two 10 Hour Blocks of ProServ are eligible per Customer per year. Unused hours in a calendar year will be carried over to the following year, and may be used until expired.

(Customer)   **BION Security, LLC.**