

CERTIFICACIÓN DE FONDOS DE
CONTRATOS POR SERVICIOS PROFESIONALES



Número de Responsabilidad: 022 Nombre de Responsabilidad: IT/OT PREPA

Se incluye copia del Contrato descrito a continuación:

Nombre del Contratista o Compañía: Integration Technologies, Corp. (Intwo)

Número del Contrato: Número de Cuenta: 01-1071-39801-555-022 Año Fiscal: 2023-2024

Cantidad: \$328,000 Fecha de Comienzo: Desde su aprobación Estimado # 100000107635 Fecha de Terminación: 06/30/24

Certificamos que no se proyectó sobregiro presupuestario y se posee capacidad financiera para cubrir esta transacción. Este contrato está en cumplimiento con el Inciso G de la Carta Circular de la Oficina de Gerencia y Presupuesto Núm. 117-14 del 1 de julio de 2014.

1. Requerido por:

Firma: Juan Rivera Burgos

Nombre: JUAN C. RIVERA BURGOS

Título: ADMINISTRADOR INFORMÁTICA CORPORATIVA

Fecha: 11-ENE-24

2. Aprobado por el Director Correspondiente:

Firma:

Nombre:

Título:

Fecha:

3. Recomendado por el Departamento de Presupuesto:

Firma: Juan C. Adrover Ramírez

Nombre: JUAN C. ADROVER RAMÍREZ

Título: CONTRALOR

Fecha: 11-JUN-2024

4. Aprobado por el Director de Finanzas:

Firma:

Nombre:

Fecha:

Todo contrato por servicios profesionales con una cuantía sobre quinientos mil dólares (\$500,000), debe presentarse para la aprobación de la Junta de Gobierno, según la Norma Sobre Niveles de Aprobación de Documentos de la Autoridad de Energía Eléctrica de Puerto Rico.

Aprobado por la Junta de Gobierno:

Firma:

Nombre:

Fecha:



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

**PUERTO RICO ELECTRIC
POWER AUTHORITY**

Contract

***** DRAFT COPY *****

Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA
DIVISION DE TESORERIA
P.O. BOX 70253
SAN JUAN PR 00936-8253

Vendor:

INTEGRATION TECHNOLOGIES CORP
PO BOX 363988
SAN JUAN PR 00936-3988

Please Direct Inquiries To:

MARIO E MIRANDA
MARIO.MIRANDA@PREPA.COM
Title PROCUREMENT SUPV
Phone/Alternate Phone:
787-521-3301
Fax 787-521-3298

Work Location:

PR ELECTRIC POWER AUTHORITY
PURCHASING DIVISION
PO BOX 364267
SAN JUAN PR 00936-4267

Title

SISTEMA DE SERVIDORES EN LA NUBE AZURE CENTRAL HIDRO

Contract Value

Total Value	\$ 325,000.00 USD	** NOT TO EXCEED **
Pricing Method	ESTIMATE	
Contract Type	SERVICES	Start Date 1/12/24



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

DRAFT COPY

Project

End Date 6/30/24

Signatures

Vendor Authorized Signature		Authorized Signature	
Printed Name/Title		Printed Name/Title	
Date Signed	Phone	Date Signed	Phone

Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	PH000001	004	S	Y	EQUAL OPPORTUNITY
	PH000003	001	S	Y	PACKAGING, SHIPPING AND INVOICING INSTR
	PH000007	004	S	Y	APPLICABLE LAW
	PH000011	006	S	Y	CHANGES TO ORDER.
	PH000032	009	S	Y	DELIVERY
	PH000033	009	S	Y	FORCE MAJEURE
	PH000035	006	S	Y	INDEMNITY
	PH000039	008	S	Y	PRICE & PAYMENT
	PH000056	008	S	Y	TAXES AND DUTIES
	PH000080	002	S	Y	QUALITY STANDARDS AND WARRANTIES 2
	PH000082	002	S	Y	ANTI-KICKBACK



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

DRAFT COPY

Scope of Work

CONTRATO 102048

SE ADJUDICA ESTE CONTRATO DE ACUERDO A NUESTRAS
ESPECIFICACIONES, TERMINOS, CONDICIONES Y SU COTIZACION AMOS-2023102702, LA
CUAL FORMA PARTE INTEGRAL DEL MISMO.

LUGAR OFICINA INFORMATICA CORPORATIVA PREPA

ATT. JUAN C. RIVERA BURGOS ADMINISTRADOR INFORMATICA CORPORATIVA

TEL.787-221-8325

RE: ESTE PROYECTO VA ENFOCADO EN LA IMPLEMENTACION DE UN SISTEMA DE
SERVIDORES EN LA NUBE MICROSOFT AZURE PARA LAS CENTRALES HIDROELECTRICAS
DE LA AEE.

ESTE PROYECTO FORMA PARTE DE LA SEPARACION DE LOS SISTEMAS DE INFORMACION
ENTRE LA AEE Y LUMA ENERGY.

Terms and Conditions - Text

Facility	Standard	PH000001
Revision 004	Description	EQUAL OPPORTUNITY

EQUAL OPPORTUNITY.

By accepting this Purchase Order, the Seller certifies that it will not
discriminate on the basis of race, color, national origin, sex, religion,
age, disability, veteran status or in any way otherwise prohibited by law
and will indemnify Buyer against any claims arising from such unlawful
discrimination by Seller.



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

***** DRAFT COPY *****

Terms and Conditions - Text

Facility		Standard	PH000003
Revision	001	Description	PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

1. Receiving Documentation must be included with all Purchase Order deliverables.
2. All Receiving Documentation and shipping notices must include reference to the Purchase Order number and any applicable item number(s).
3. Each invoice must include the Purchase Order number and any applicable item number, receipted expense bill, and description shown on this Purchase Order. Delays in receiving invoices and errors or omissions on invoices shall be just cause for Buyer's withholding of payment, without loss of cash discount privilege.

Facility		Standard	PH000007
Revision	004	Description	APPLICABLE LAW

APPLICABLE LAW.

This Order will be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without regard to its principles regarding conflicts of laws. Exclusive jurisdiction and venue for any action arising hereunder will be in Puerto Rico, whether in Federal or



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

**PUERTO RICO ELECTRIC
POWER AUTHORITY**

Contract

***** DRAFT COPY *****

Terms and Conditions - Text

Facility	Standard	PH000007
Revision 004	Description	APPLICABLE LAW

Commonwealth Court.

Facility	Standard	PH000011
Revision 006	Description	CHANGES TO ORDER.

CHANGES TO ORDER.

No modifications, changes or substitutions of Materials, Services or Work Product or extra charges of any kind or change in or cancellation of or waiver of or exception to any of the terms or conditions of this Order will be recognized unless authorized by Buyer in writing. Buyer may direct, in writing, changes, including additions to or deletions from the quantities of Materials, Work Product or Services originally ordered, or in the specifications or drawings. Unless otherwise agreed to by the parties, if any such change causes an increase or decrease in the cost of, or the time required for performance hereunder, an equitable adjustment shall be made in the price and/or delivery schedule. Any claims for adjustment shall be asserted by Seller no later than thirty (30) days from the date of Seller's receipt of notice of such change. Nothing contained herein shall excuse Seller from proceeding with a change directed by Buyer prior to negotiation of any adjustment. Notwithstanding the foregoing, mutually agreeable adjustments for any changes under this Order may be

Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

**PUERTO RICO ELECTRIC
POWER AUTHORITY**

Contract

***** DRAFT COPY *****

Terms and Conditions - Text

Facility	Standard	PH000011
Revision 006	Description	CHANGES TO ORDER.

made by a written Order revision from one party which is confirmed in writing by the other party.

Facility	Standard	PH000032
Revision 009	Description	DELIVERY

DELIVERY.

Seller agrees to provide for delivery of the Materials, Work Product or Services on the date(s) and to the address set forth in the Order. Seller shall bear all costs of shipping, transportation and packing unless otherwise provided in this Order. On all Materials delivered in error, or in excess of the quantity shown on Order, Buyer reserves the right to return the Materials at Seller's expense. Buyer's count shall be final and conclusive on any shipment not accompanied by the packing slip.

Facility	Standard	PH000033
Revision 009	Description	FORCE MAJEURE

FORCE MAJEURE.

Neither party shall be in breach of the Order to the extent that any delay or default in performance is due to Force Majeure. The term "Force Majeure" will mean any cause which is not within the control of the party claiming force majeure and which, by the exercise of due diligence, such



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

**PUERTO RICO ELECTRIC
POWER AUTHORITY**

Contract

***** DRAFT COPY *****

Terms and Conditions - Text

Facility	Standard	PH000033
Revision 009	Description	FORCE MAJEURE

party is unable to prevent or overcome, including but not limited to, flood, fire, tornado, governmental order, insurrections, riots and wars. Within seven (7) days of the commencement of an event of Force Majeure, the party affected thereby will provide the other party with written notice of the event. Any event of Force Majeure shall not affect Buyer's right of termination as set forth in TERMINATION Section hereof.

Facility	Standard	PH000035
Revision 006	Description	INDEMNITY

INDEMNITY.

Seller shall defend, hold harmless and indemnify Buyer, its affiliates and its and their respective employees, officers and directors from and against all claims, demands, losses or damages, costs or expenses (including attorneys' fees and other expenses incident thereto) on account of damage to any property or injury, including death, to any persons (including any employee of Seller or Buyer) that occurs or is alleged to have occurred in connection with the performance of this Order by Seller. Seller intends for the foregoing defense, hold harmless, and indemnity obligations to apply regardless of cause and regardless of the theory of recovery, including strict liability and the negligence of the indemnified



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

**PUERTO RICO ELECTRIC
POWER AUTHORITY**

Contract

***** DRAFT COPY *****

Terms and Conditions - Text

Facility	Standard	PH000035
Revision 006	Description	INDEMNITY

parties. Seller assumes all risks of damage or injury to Seller's own property or personnel, from whatever cause.

Facility	Standard	PH000039
Revision 008	Description	PRICE & PAYMENT

PRICE & PAYMENT.

The prices specified in the Purchase Order shall include all charges and expenses in connection with the packing and shipping of the Materials to Buyer. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance. Payment will be made as set forth in this Order; however payment may be withheld or portions thereof may be deducted or setoffs may be made against Seller if Seller does not perform in accordance with this Order. The time for payment of invoices and acceptance of any applicable discounts shall be based on the date when the invoice is received and stamped by PREPA's Accounts Payable, and all pertinent information is correct on the invoice.

All invoices are to be sent to the following address: Puerto Rico Electric Power Authority, Treasury Division, PO Box 70253, San Juan, PR 00936.

Facility	Standard	PH000056
Revision 008	Description	TAXES AND DUTIES



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

***** DRAFT COPY *****

Terms and Conditions - Text

Facility	Standard	PH000056
Revision 008	Description	TAXES AND DUTIES

TAXES AND DUTIES.

Seller shall be responsible for and pay directly, all corporate and individual taxes measured by net income or profit imposed by any governmental authority on Seller, its employees or subcontractors due to the execution of any agreement or the performance of or payment for work hereunder. Unless otherwise agreed in writing or prohibited by law, the price set forth in this Order shall not include any local tax (IVU) but Seller shall pay any federal tax, US Customs fees, Shipping Surcharge fees or other tax required to be imposed on the Materials, Services or Work Product.

Important:

PREPA is a government owned company exempt for pay taxes under Section 2906, Article 2 of Puerto Rico's Internal Revenue Service Code and Section 2508 of Law Number 117 of July 4, 2006 known as "Ley de Justicia Contributiva (IVU)"

Facility	Standard	PH000080
Revision 002	Description	QUALITY STANDARDS AND WARRANTIES 2

Rejected Material and Services or Work Product may be returned or re-performed at Seller's expense. The making or failure to make any



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

DRAFT COPY

Terms and Conditions - Text

Facility	Standard	PH000080
Revision 002	Description	QUALITY STANDARDS AND WARRANTIES 2

inspection, approval, payment or acceptance of the Materials, Work Product or Services shall in no way impair Buyer's right to reject or revoke acceptance of non-conforming Materials, Work Product or Services or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge, the substantiality, or the ease of discovery of any non-conformity. If any time prior to one (1) year from the date of completion of any Services, or the earlier of one (1) year from the date of installation or eighteen(18) months from receipt of any Materials or Work Product if the Materials, Work Product or Services, or any part thereof, do not conform to these warranties or the specifications, Seller shall promptly correct such nonconformity to the satisfaction of Buyer at Seller's sole expense; failing which, Buyer may proceed to make corrections or accomplish Seller's work by the most expeditious means available, and the costs of cover or correction shall be for Seller's account. Seller's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties, including incidental damages such as removal, inspection, costs of return, warehousing and reinstallation. These warranties are in addition to, and shall not be construed as restricting or limiting any warranties of Seller, express or implied, or which are provided by law or



Contract ID 00102048
Contract Release
Execution Date
Printed 1/12/24

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

***** DRAFT COPY *****

Terms and Conditions - Text

Facility	Standard	PH000080
Revision 002	Description	QUALITY STANDARDS AND WARRANTIES 2

exist by operation of law.

Facility	Standard	PH000082
Revision 002	Description	ANTI-KICKBACK

Seller represents that no unrecited consideration, kickbacks, fees, payments, gifts, entertainment, or things of value were given to or requested by any Buyer employee as an inducement to enter into or continue this Order, and that Seller further agrees to immediately report any such request, demand, or occurrence relating to any Buyer employee or this Order to: Puerto Rico Electric Power Authority, Material Management Division Head Office, P.O. Box 3670151, San Juan, Puerto Rico 00936-0151; Telephone: 787-521-3268, or 787-521-3310. Seller shall adhere to Buyer's Expected Ethical Conduct Standards as defined in PREPA's Code of Ethic or Leyes de Ética which is available at:

<http://www.prepa.com/spanish.asp?url=http://www.aeepr.com/suministros.asp>

* * * End of Contract * * *



Autoridad de Energía Eléctrica de Puerto Rico

ESTIMADO DE CONSTRUCCIÓN O
ADQUISICIÓN DE PROPIEDAD CAPITALIZABLE

Página 1 de 2

Número de la Partida Presupuestaria: 521	Nombre de la Partida Presupuestaria: EQUIPO COMPUTADORA - OFICINA INFORMATICA Y TECNOLOGIA OPERACIONAL
Número de Responsabilidad: 022	Nombre de Responsabilidad: OFICINA DEL ADMINISTRADOR DE ESTRATEGIA CORPORATIVA
Número del Proyecto: 19563	Título del Proyecto: ADQUISICION DE EQUIPO DE TECNOLOGIA, COMUNICACION Y APLICACIONES
Pueblo - Localización: ISLA 00000	Descripción del Proyecto: PROVEER SISTEMA SERVIDORES NUBE AZURE EN CENTRALES HIDROELECTRICA

Comentarios:

Este proyecto va enfocado en la implementacion de un sistema de servidores en la nube AZURE para las Centrales Generatrices Hidroelectricas.

Coordinado con la División o Sección:

Marilyn Roman
Marilyn Roman, Asesora Ejecutiva

Asignación Años Fiscales:

Cantidad: \$328,000

\$328,000

Año fiscal: 2023-2024

Total

Resumen de Costos:

Piezas - Materiales	\$	0
Equipo		0
Labor		0
Contrato		\$325,000
Transportación		0
Dieta y Millaje		0
Gastos Incidentales		\$3,000
Intereses y Administrativos		0
Otros: 0		0
Total	\$	\$328,000

Estimado Original Núm.:

Menos Cantidad Aprobada

Estimado Supletorio

Requerido por:

Firma

Nombre

EDGAR ERAZO ALVELO

Título

ESPECIALISTA DE PROYECTOS

Fecha

13 DE NOVIEMBRE 2023

Teléfono

787-521-4994

Recomendado por:

Firma

Nombre

JUAN C. RIVERA BURGOS

Título

ADM. INFORMATICA CORP. Y TEC. OPERACIONAL

Fecha

13 DE NOVIEMBRE 2023

Teléfono

787-221-8325

Aprobado por:

Firma

Nombre

JAIME A. UMPIERRE MONTALVO

Título

DIRECTOR OPERACIONES HIDRO

Fecha

12/8/23

Teléfono

787-521-1344

Para uso exclusivo del Departamento de Presupuesto

PMC

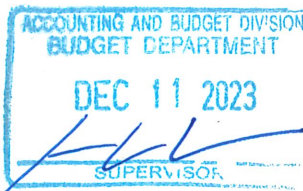
Transferencia

Analista

Fecha

Ref. Retiro

Sello Certificación



Certificado por:

Núm. Cuenta

ORACLE

Compañía

Cuenta

Subcuenta

Resp.

Tabla

Número de Estimado

01

1071

39801

022

100

107635

Este proyecto va enfocado en la implementacion de un sistema de servidores en la nube AZURE para los sistemas de tecnologia operacional de las Centrales Generatrices Hidroelectricas.

[illegible]

Estimado

787-521-4994

107635

Total

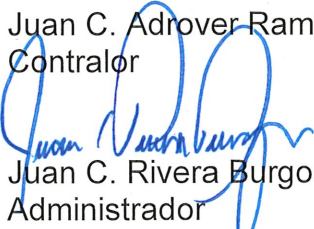
\$328,000



GOBIERNO DE PUERTO RICO
AUTORIDAD DE ENERGÍA ELÉCTRICA

13 de noviembre de 2023

Juan C. Adrover-Ramírez
Contralor


Juan C. Rivera Burgos
Administrador
Informática Corporativa

JUSTIFICACIÓN SOLICITUD ESTIMADO DE CONSTRUCCIÓN PARA PROVEER
SISTEMA DE SERVIDORES EN LA NUBE AZURE EN CENTRALES
HIDROELECTRICAS

Desde el comienzo de operaciones de la compañía LUMA Energy (LUMA) en junio de 2021, estos se encargaron de la administración del sistema de informática corporativa de la Autoridad de Energía Eléctrica de Puerto Rico (Autoridad).

El servicio de informática a los empleados de la Autoridad, es brindado bajo un acuerdo de servicios compartidos que expira el próximo 31 de diciembre de 2023. Es por esta razón que la Autoridad está llevando a cabo la separación de los sistemas de informática de LUMA y tiene que implementar su propio sistema de servidores en la nube "Microsoft AZURE" para la operación y manejo de datos de todos los sistemas de tecnología operacional relacionados a las Centrales Generatrices Hidroeléctricas y los Sistemas de Riego, Represas y Embalses.

Este estimado será cargado a la cuenta de Gastos de Mantenimiento Necesarios (GMN) de la responsabilidad 022 de la Oficina de Informática y Tecnología Operacional.

Anejos



Summary Investment Table:

Customer	PREPA Holdings, LLC.
Description	2023 Cloud Concierge Services -7 months- Renewal
ID	AMOS-2023102702

Recurrent services:

Qty	Mfg. Part #	Description	Monthly Price	Yearly Price
2250	INMS0-CCSU-247	Cloud Concierge Service Unit	\$45,000.00	\$315,000.00
100	Svc	FlexiTier Support Services	100.00	\$10,000.00
			Total	\$325,000.00

Effective Date: December 1, 2023

Contract Duration: 7 Month(s) starting on the Effective Date.

The Total Price for the Managed Services to be executed by Intwo under the scope of this Agreement and all its Appendices is of \$325,000.00, to be billed and paid in the following manner:

Billing Terms: Starting on the Effective Date and throughout the Contract Duration. Amount is subject to change as per Section 8.2:

- Monthly Invoices of \$45,000.00 for the Cloud Concierge Services
- Additional Services: will be billed as they are requested, implemented, and approved by the customer as specified in the Cloud Concierge Consumption Service Reference Table.
- Flexi Tier Services will be billed per consumption, not to exceed the amount of \$10,000.00.

Payment Terms: Net 30

NOTE: Prices do not include P.R. Sales and Use Tax (4% IVU).

2023 Cloud Concierge Services -7 months- Renewal



October 30, 2023

INTRODUCTION

We are a world leading service provider in cloud technology. Intwo (Integration Technologies, Corp.) stands for movement into a new era: where TWO worlds – the digital and business – come together through the cloud, helping businesses transform during the 4th industrial revolution with integrated cloud, collaboration, and application solutions.

OUR CUSTOMER PROMISES

We Design to Operate

We design our solutions in such a way that we can effectively operate, with an appropriate cost level and meeting your business and security requirements. We incorporate our technology expertise and operating experiences into our designs and deployments so that you may benefit from it.

We Operate Efficiently, Effectively, and Transparently

Security, availability, agility, performance, and cost are part of the same equation. We deliver the combination that fits your business needs. We have people and processes so you can interact with us in an efficient and effective manner with transparency in what we do and how we do it. We continuously think how we can translate and communicate the possibilities and complexity of the cloud clearly and transparently.

We Deliver the Insights to Improve

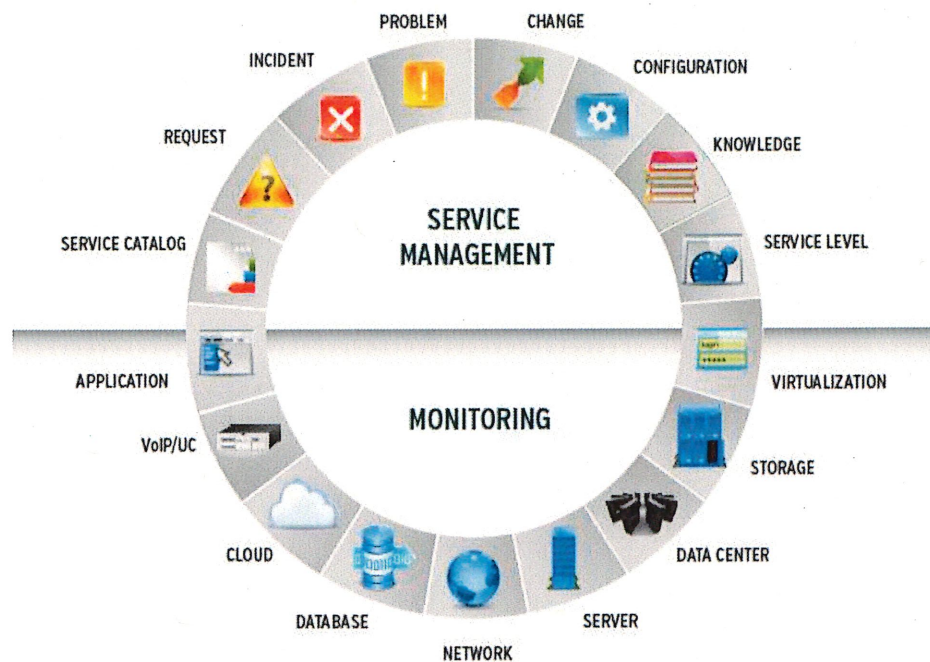
What is good today is outdated tomorrow. We provide insights on the options available, the risks to address and the improvements that can be made for more efficiency and effectiveness in the cloud. We leverage the fact that we serve multiple clients so all can benefit from the experiences we get from our client community.

We Work Together for the Long Run

We believe that effective, successful, and sustainable customer relationships are built on integrity and trust. Therefore, we continuously seek dialogue to understand your current and future business needs and how we can service those needs. But more importantly, your applications must run for many years. So, we are not just committed to providing an excellent cloud experience now, but every single day of the future.

The benefits afforded by full time systems monitoring and ITIL[®] continual improvement cycles include ever-increasing systems reliability and availability, often up to 30% better! We are able to provide service statistics and metrics to measure our clients' systems availability and our SLA compliance because we have implemented high levels of automation in our monitoring, systems management, and incident management systems.

As our clients delegate more of their day-to-day IT operations, they gain more freedom to mind their strategic business objectives. Ultimately, we provide a full cycle of managed services to our clients. We begin with sophisticated monitoring of all the devices and systems that are to be managed by Intwo. Our management services attend to all incidents and service requests using an ITIL[®] framework.



ITIL[®] is a registered trademark of AXELOS Limited

Integration Technologies, Corp. **Intwo**

Parq Ind Quebrada Arenas 2010 Carr 1 San Juan, PR 00926-9206, Puerto Rico

Phone 787-273-0000 Web www.intwo.cloud

Intwo's Operations Command Center is the group responsible for delivering a broad triage of incident management and execution of service requests. This is different from the commonly known service desk that receives calls from end-users. The command center is a fully self-contained group that performs most of the higher-level elements of the incident management process and performs all but the most routine or the most advanced functions for service requests.

Key Differentiators/Highlights

Intwo is a leading IT Integration and Managed Services company with over 20 years' experience in the IT service industry. Intwo is the premier Managed Services Provider in Puerto Rico. As of today, we support over 100 customers and 5,000 devices under various managed services contracts in our state-of-the-art Operation's Command Center (See below).

Our support services operate within industry standards such as the ITIL[®] Framework therefore allowing us to provide maximum efficiency. Our support request process runs 24x7 via email, phone, or a quick incident/service request form through the service desk web portal.

SUMMARY

Intwo seeks to become your Managed Services Provider, to ensure lower operational costs and higher availability of your IT Infrastructure and Systems. In the pages that follow we submit the terms and conditions and all other pertaining information to establish this service for your organization.

Global Export Control Clauses for Tender, Bid or Quote Submissions

This offer is subject to the approval and/or issuance of any required licenses, authorization, or approvals by any relevant government authority. If any required licenses, authorization or approval are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such license authorization or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the offer, Seller shall be excused from all obligation/s under this offer.

ITIL[®] is a registered trademark of AXELOS Limited

Integration Technologies, Corp. **Intwo**

Parq Ind Quebrada Arenas 2010 Carr 1 San Juan, PR 00926-9206, Puerto Rico

Phone 787-273-0000 Web www.intwo.cloud

Terms and Conditions

Under this agreement, and all its appendices ("Agreement"), entered into by and between Intwo ("Intwo"), duly incorporated in Puerto Rico, and the organization identified as the Customer in Appendix A of this Agreement ("Customer"), the parties agree to the following:

1. INTRODUCTION

Subject to the terms and conditions of this Agreement, Intwo will provide to the Customer certain services ("Managed Services", see Appendix D) for the specific IT devices and components listed in Appendix C ("Managed Devices").

2. DEFINITIONS

Definitions regarding the terminology in this Agreement and associated Appendices are defined in Appendix F.

3. SERVICE ASSUMPTIONS

- 3.1. To provide all labor related to the Managed Services, Intwo will commit to the service level agreement (the "SLA") specified in Appendix E.
- 3.2. All Managed Devices for which Intwo does not include advanced hardware replacement in the Managed Services, must be covered by an on-site hardware replacement/repair warranty by either the hardware Original Equipment Manufacturer (OEM) or a certified third party designated by the OEM.
- 3.3. All Managed Devices for which Intwo does not include OEM phone support in the Managed Services, must be covered by a telephone support contract with either the hardware Original Equipment Manufacturer (OEM) or a certified third party designated by the OEM.
- 3.4. All Managed Devices for which Intwo does not include OEM software patches and updates in the Managed Services, must be covered by a software patch and update contract with either the hardware Original Equipment Manufacturer (OEM) or a certified third party designated by the OEM.
- 3.5. Intwo will have full administration privileges of the Managed Devices. The Customer will retain full administration privileges to the Managed Devices. The Customer is required to inform Intwo of any changes made.
- 3.6. Any changes desired by the Customer to user-configurable or software application portions (i.e., Moves, Adds and Changes), or relocation of any of the Managed Devices, must be performed by Intwo or its subcontractors, or as otherwise explicitly instructed by Intwo.

4. AUTHORIZATION TO MANAGE, MAINTAIN, ADMINISTER & ACCESS END CUSTOMER DEVICES

By contracting the Managed Services, the Customer agrees and accepts that Intwo will access, connect to, and manage the Managed Devices via remote technologies (except where prohibited by law), or on-site. In connection with providing the Managed Services, Intwo may perform remote or on-site management activities, without first contacting the Customer. These activities include, but are not limited to:

- 4.1. Updating or changing software drivers

- 4.2. Installing and applying software patches
- 4.3. Rebooting devices within maintenance windows
- 4.4. Deleting temporary files & clearing caches
- 4.5. Staging and executing scripts for automated maintenance routines
- 4.6. Network performance tuning
- 4.7. Identify, collect, and report on detailed data on network devices
- 4.8. Rollback any software or configuration changes deemed by Intwo to affect the device/system's performance, reliability, or availability
- 4.9. Replacing any non-functioning or damaged component within Managed Devices

Changes required within the Managed Devices, including but not limited to those activities herein, will be requested, approved, and documented as per Intwo's Change Management procedure. Such documentation is available to the Customer upon request.

Notwithstanding the above, the Customer is responsible for notifying Intwo of any restriction of i) remote access, connections or ii) management activities, related to any Managed Device.

5. INTWO EQUIPMENT AND SOFTWARE

- 5.1. The Customer agrees that Intwo may place Intwo Equipment owned by Intwo on the Customer premises to facilitate the provision of the Managed Services under this Agreement. Intwo's Equipment is and at all times shall remain the sole and exclusive property of Intwo. The Customer agrees that neither becomes the owner of any Intwo Equipment by virtue of the payments provided for in this Agreement.
- 5.2. During the Term of this Agreement, and upon reasonable notice, the Customer agrees to provide Intwo and its authorized agents, access to the Customer premises during regular business hours to install, connect, inspect, maintain, repair, replace, alter or conduct an audit of Intwo Equipment or Intwo Equipment Software.
- 5.3. The Customer agrees that Intwo has the right to upgrade, add to, modify, or delete any aspect, feature or requirement of the Intwo Equipment and Intwo Equipment Software in the delivery of the Managed Services. Any additions, modifications, or deletions of features or requirements of the Intwo Equipment or Software that materially affect the Customer's receipt of the Managed Services under this Agreement must be agreed to by Intwo and the Customer prior to implementation by Intwo.
- 5.4. The Customer agrees that any Intwo Equipment Software is provided for the limited purpose of facilitating the delivery of the Managed Services as described in this Agreement. The Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Intwo Equipment Software, all of which are prohibited. The Customer will return or destroy all Intwo Equipment Software provided by Intwo and any related written materials promptly upon termination of the associated Managed Services by the Customer for any reason
- 5.5. Upon termination of this Agreement, the Customer agrees that they have no right to possess or use the Intwo Equipment related to the terminated Agreement. Within 30 days of such termination, the Customer agrees to provide Intwo and its authorized agents, access to the Customer premises during regular business hours to disconnect

and remove the Intwo Equipment or, at its discretion, arrange for its return to Intwo at the customer's expense.

5.6. Customer agrees to pay Intwo liquidated damages of up to \$2,000 for the replacement cost of each Intwo Equipment with no deduction for depreciation, wear and tear or physical condition of such Intwo Equipment if (i) anybody, other than Intwo or its agents, employees or subcontractors or as explicitly instructed by Intwo's personnel, tampers with, or permit others to tamper with, Intwo Equipment, (ii) the Intwo Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond the Customer's reasonable control, and even if the Customer exercised due care to prevent such destruction, loss, or theft, (iii) the Intwo Equipment is damaged (excluding equipment malfunction through no fault of the Customer) while in the Customer possession, whether or not due to circumstances beyond the Customer's reasonable control, and even if the Customer exercised due care to prevent such damage, or (iv) the Customer does not return it or schedule with Intwo for its disconnection and removal within 30 days of the termination of this Agreement. The Customer agrees to return any damaged Intwo Equipment to Intwo. Provided, however, that the Customer shall not be required to pay liquidated damages to Intwo if the damage or destruction of the Intwo Equipment arises out of the acts or omissions of Intwo or its agents, employees or subcontractors, or out of ordinary wear and tear. The Customer will not, nor will allow others, to remove any markings or labels from the Intwo Equipment indicating Intwo ownership or serial or identity numbers. The Customer agrees to reasonably safeguard the Intwo Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of Intwo to perform any work on the Intwo Equipment.

6. END CUSTOMER RESPONSIBILITIES

6.1. Before initiation of the Managed Services, for the Managed Devices to be eligible, they:

- 6.1.1. Must be in good physical and operating condition and at the revision levels specified by Intwo.
- 6.1.2. Cannot have any software or hardware portion altered against manufacturer compliance requirements.

Intwo may conduct an audit prior to the Effective Date to determine the eligibility of the hardware and software components, licenses and overall operational state of all the Managed Devices.

6.2. To ensure effective delivery of the Managed Services, the Customer agrees to:

6.2.1. Report any Incident and/or event related to the Managed Devices, not automatically detected by Intwo, to Intwo's Service Desk.

6.2.2. Provide immediate:

6.2.2.1. Access to the Customer's offices and dependencies in which any malfunctioning device or component within the Managed Devices reside, once a malfunction is reported to or detected by Intwo.

6.2.2.2. Availability to the personnel that has access to the Managed Devices and any device or component that complements or may affect the Managed Devices

The time that Intwo is waiting for these accesses will not be considered part of the times defined in the SLA.

- 6.3. The Customer agrees to inform Intwo in advance of any health or safety hazard known by the Customer in the environment where Intwo's employees or subcontractors will furnish the Managed Services.

7. SERVICE EXCLUSIONS

In addition to the specific exclusions listed in the Managed Services, this Agreement also excludes services due to:

- 7.1. Managed Device failures due to Non-Business-Related Event(s).
- 7.2. Damaged Managed Devices not covered under i) warranty, ii) advanced hardware replacement under the Managed Services, or iii) separately by an on-site hardware replacement/repair warranty by either the hardware Original Equipment Manufacturer (OEM) or a certified third party designated by the OEM.
- 7.3. Damaged Managed Devices that have been replaced and or interchanged by personnel other than representatives from Intwo.
- 7.4. Damaged Managed Devices due to electrical fluctuations or other problems, misuse, normal wear, or any other unforeseen event such as terrorist attacks, fire, flooding, earthquakes, or other acts of God.
- 7.5. Failures in the operation of any of the Managed Devices due to malfunctions on any other device not included in the Managed Devices, which operates in direct or indirect relation to the Managed Devices.

Any excluded services, if approved by the Customer, will be provided by Intwo as a best effort attempt, will not be governed by the SLA, and will be considered Out of Scope Services. Refer to section 8.7.

8. PRICES, BILLING AND PAYMENT TERMS

All fees and payments under this Agreement shall be paid in United States dollars.

- 8.1. One-Time Managed Services Onboarding Fees. One-time Managed Services Onboarding fees may be charged to assure the Managed Devices' compliancy, to setup Intwo Equipment, and to execute other onboarding tasks. Any One-Time Managed Services Onboarding fees under this Agreement are listed in Appendix B.
- 8.2. Recurring Managed Services Fees. All recurring fees for the execution of the Managed Services for the Managed Devices under this Agreement are listed in Appendix B.
- 8.3. Billing & Payment Terms. Appendix B specifies the billing cycles of this contract. The Customer will be invoiced at the beginning of each billing cycle immediately as of the Effective Date, unless otherwise stated in Appendix B. All invoices are due as specified in Appendix B.
- 8.4. Overdue Payments. Any payment not received from the Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Intwo's discretion, late charges at the rate of 1.5% of the outstanding

balance per month, or the maximum rate permitted by law, whichever is lesser, from the date such payment was due until the date paid.

8.5. **Suspension of Managed Services.** If the Customer's account is overdue by 30 days or more (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Intwo reserves the right to suspend the Managed Services provided to the Customer. In such case, Intwo will notify the Customer it has the intention to suspend the Managed Services being provided to the Customer prior to suspension. The Customer then has the option to pay Intwo for the Managed Services rendered until that moment no later than ten (10) days after receipt of such notice; otherwise, Intwo will suspend the Managed Services under this Agreement after such ten (10) days have elapsed, without liability to Intwo, until such amounts are paid in full.

8.6. **Goods and Services Taxes/Tariffs.** Unless otherwise stated, Intwo's fees herein this Agreement do not include any local, municipal, state, federal or foreign taxes, levies, fees, duties or governmental charges, however designated (except for taxes on Intwo's net income) which may be levied or based on sales and/or services or on the importation, movement, delivery, use or possession of new or repaired and replacement products. The Customer is responsible for paying all such taxes/tariffs. If Intwo has the legal obligation to pay or collect such taxes/tariffs for which the Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by the Customer unless the Customer provides Intwo with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.7. Out of Scope Services

Services outside those covered in this Agreement will be treated as specified below:

8.7.1. **Implementation, Configuration and Provisioning of New Devices, Significant System Upgrades or Major Changes in Architecture and Additional Technical Solutions:** Equipment substitutions and additions, significant system upgrades or major changes in architecture as well as additional technical solutions beyond routine technical support will be considered separate Projects beyond the scope of this Agreement and will require separate agreement(s) by and in between both parties.

8.7.2. **Miscellaneous Professional Services:** Any other out of scope services will be treated as Out-of-Scope Per- Hour services. Any services provided by Intwo applicable under this section will require a previous written authorization from the Customer, and its commencement will be determined by Intwo's availability of resources to perform such services or as specified in the estimate, if indicated. Please refer to Appendix G for rates and details.

8.8. **Managed Devices/Components replaced by Intwo under the Intwo provided Advanced Hardware Replacement Option.** The Customer agrees that for any Managed Device/Component replaced under the Intwo provided Advanced Hardware Replacement option, the replaced device/component:

- a) becomes the property of Intwo, and as such Intwo will be allowed to retrieve it from the Customer premises, or to arrange for its delivery to Intwo's facilities. If any party except for Intwo initiates its delivery to Intwo's facilities without

approval from Intwo, the costs of such delivery will be the responsibility of the Customer, and

- b) is no longer part of the Managed Devices under this Agreement.

In addition, Intwo's provided replacement device/component under this section:

- a) becomes the property of the owner of the replaced Managed Device/Component prior to replacement,
- b) becomes part of the Managed Devices under this Agreement, and
- c) may be refurbished or contain refurbished components.

This clause does not apply to replaced/replacement devices/components provided by a third party via a hardware replacement/repair contract directly or indirectly with the Customer.

9. TAXES, RATES AND WITHHOLDINGS.

Intwo shall be responsible for paying all present and future taxes, duties, assessment, and governmental charges related to its business, its employees, agents or subcontractors in connection to this Agreement. The Customer has no fiscal responsibility regarding the income earned by Intwo under this Agreement, unless any statute or regulation provides otherwise. The Customer will withhold the corresponding percent of the income earned by Intwo as provided by the Internal Revenue Code of Puerto Rico, unless Intwo provides a valid Total Waiver Certificate from withholding, if any. Intwo is responsible to meet any filing or reporting requirements set by tax regulators.

10. PROPRIETARY RIGHTS / INFORMATION & INDUSTRY-SPECIFIC COMPLIANCE.

- 10.1. Use of Proprietary Information. "Proprietary Information" includes, without limitation, electronically and visually transmitted printed materials and information disclosed by the Customer, or Intwo and its sub-contractors, including but not limited to new Product information, financial or technical data that is marked with a proprietary or confidential legend. Each party agrees to hold the Proprietary Information of the other in confidence and to use the Proprietary Information only for the purposes expressly permitted under this Agreement, and to disclose Proprietary Information only to its employee(s) as authorized in this Agreement and then only on a need-to-know basis. Each party agrees to maintain adequate internal procedures, including appropriate Agreements with employees and authorized third parties, to protect the confidentiality of the Proprietary Information as required by this Agreement. Each party is entitled to appropriate injunctive relief in the event of any unauthorized disclosure or use of its Proprietary Information by the other party.

This Agreement is deemed proprietary, confidential and the intellectual property of Intwo and cannot be used by the other party without the express permission of Intwo except when used with Intwo under the execution of this agreement.

- 10.2. Industry-Specific Information Privacy, Protection, or Other Compliance. If there are any industry-specific information privacy, protection, or other compliance clauses required by the parties under this agreement, such clauses are attached hereto in Appendix H, and become fully incorporated into this Agreement.

The foregoing confidentiality provisions shall survive the termination of this Agreement and shall apply to uses or disclosures of information transmitted by any medium (such as electronically, orally, or in paper form.)

Compliance with these confidentiality provisions is essential. Either party may immediately terminate this Agreement if the other party, its employees, agents, representatives, or subcontractors violate any of their obligations under this Section.

11. TERM AND TERMINATION

- 11.1. Term. The term of this Agreement shall commence on the Effective Date (as specified in Appendix B) and shall continue in effect for a consecutive amount of time as specified in the Contract Duration (specified in Appendix B), except as otherwise provided in section 11.3 and 11.4, and in accordance to the provisions of this agreement and all its appendices.
- 11.2. Renewal. This Agreement may be renewed for an additional one (1) year term or on a month-to-month basis, up to six (6) months, at the Customer's discretion by providing Intwo with written notice no later than thirty (30) days prior to the expiration of the Term of this Agreement.
- 11.3. Termination for Cause. Either party may terminate this Agreement for Cause if (i) the other party becomes insolvent, files or has filed against it a petition of bankruptcy, or ceases doing business or (ii) the other party fails to cure a material breach of this Agreement within 30 days after receipt of written notice of such breach from the party not in default. Upon such termination, the customer shall pay to Intwo the aggregate undisputed Managed Services fees theretofore billable to the Customer in accordance with this Agreement and not previously paid by the Customer, subject to any offsets or reductions arising pursuant to any other provision of this Agreement. If any advanced payments were made by the Customer to Intwo, Intwo shall return to the Customer that portion of the advanced payment which represents the portion of the work pending completion at the time of the termination, if any.
- 11.4. Early Termination by Customer. In the event the Customer terminates this Agreement at any time other than pursuant to Section 11.1 above or Section 11.3 herein, INTWO shall be entitled to retain all fees already received under this Agreement at the time of such termination, and in addition thereto the Customer shall promptly pay INTWO liquidated damages in the amount of the remainder of the Managed Services fees then unpaid for the then-current Term prior to termination. The parties agree that INTWO's actual damages arising from such termination would be difficult to determine with accuracy and, accordingly, have agreed to the foregoing liquidated damages, which the parties agree is a reasonable estimate of INTWO's potential losses.

12. INDEMNITY, INSURANCE AND LIABILITY

- 12.1. Indemnity. Intwo agrees to indemnify the customer against any claim arising out of or resulting from Intwo's furnishing of the Managed Services, provided that any such claim (i) is attributable to bodily injury, death, or to injury to, or destruction of, physical property; and (ii) is caused by the negligent act or omission of Intwo. This obligation on the part of Intwo is subject to the Customer's obligation to (a) give Intwo prompt written notice of any such claim, (b) grant Intwo control of the defense and settlement of such claim, and (c) assist fully in the defense provided that Intwo

reimburses the Customer's out-of-pocket costs. Intwo has no liability for any settlement or compromise made without its prior written consent. Intwo will indemnify and hold the Customer harmless against any claims or demands by any third party in connection with any hardware or software provided by Intwo or any of its third parties, representatives, agents, and/or affiliates hereunder for the infringement of any intellectual right. The Customer will hold Intwo harmless against any claims arising from any situations, problems, malfunctions, loss of service, loss of infrastructure or any other business or physical harm attributable to anybody, other than Intwo, its employees, agents or subcontractors, not meeting its responsibilities and any requirements specified by Intwo, not implementing Intwo recommendations, not granting authorizations to Intwo as per the terms and conditions herein specified or not complying with any applicable laws.

- 12.2. Insurance. Intwo agrees to maintain, at its expense, adequate insurance coverage with an insurance company duly licensed and authorized to do business in the country where the Managed Services are performed, in amounts consistent with industry standards, to insure Intwo, its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising out of or in connection with its duties, responsibilities and obligations under this Agreement. Upon the Customer's written request, Intwo will furnish the applicable certificate of insurance. Such coverage and limits shall not be deemed as a limitation on Intwo's liability under the indemnities provided under this Agreement.
- 12.3. Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (1) INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, OR (2) ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA OR LOSS OF PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF INFORMED OF SUCH DAMAGES. EXCEPT FOR DAMAGES AND LIABILITIES IN SECTION 12.1 HEREINBEFORE, IN NO EVENT WILL INTWO'S TOTAL LIABILITY FOR (1) ANY DAMAGES IN ANY ACTION BASED ON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR (2) CLAIMS BASED UPON INTWO'S OBLIGATIONS UNDER THE END CUSTOMER'S ORDERS FOR SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO INTWO FOR SUCH SERVICES. THE END CUSTOMER'S TOTAL LIABILITY, IF ANY, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, BREACH OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED TOTAL FEES PAID BY THE END CUSTOMER UNDER THIS AGREEMENT DURING THE YEAR IN WHICH DAMAGES ARE CLAIMED.

13. GENERAL

- 13.1. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect.
- 13.2. Intwo and the Customer agree to comply with the provisions of applicable laws, ordinances, regulations and codes of the Commonwealth of Puerto Rico.
- 13.3. Neither party is liable for its failure or delay to perform its obligations under this Agreement due to labor strikes (outside of Intwo's employee force), wars, revolutions, acts of terrorism, fires, floods, explosions, earthquakes, or other causes beyond the parties' control.
- 13.4. This Agreement may not be assigned by either party without prior written permission from the other party, which will not be reasonably denied. Any attempt by the

Customer or Intwo to assign any right or delegate any duty or obligation arising under this Agreement without such permission will be voidable.

13.5. Any waiver, amendment or modification of any right, remedy or other contractual term or terminology under this Agreement, will not be effective unless in writing and signed by an authorized person of each party. Once signed, they become part of Agreement.

13.6. The parties are performing pursuant to this Agreement only as independent contractors. Nothing in this Agreement shall be deemed to place the parties in the relationship of affiliates, principal agents, partners, or joint ventures. As independent contractors, each party understands and agrees that it is solely responsible for the control and supervision of the personnel it assigns to perform its responsibilities under this Agreement.

13.7. During the Term of this Agreement and for one (1) year thereafter, neither party shall recruit or hire employees of the other party who have been directly involved in the activities covered by this Agreement without the other party's prior written consent.

14. ENTIRE AGREEMENT, GOVERNING LAW

This Agreement and all its Appendices constitute the entire agreement between the parties and shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Puerto Rico. The parties shall first endeavor to settle any dispute that arises by direct negotiation between the parties' managing directors or similar senior executives. The parties further agree any, and all judicial proceedings shall be filed in the courts of the Commonwealth of Puerto Rico.

15. CONTINUING EFFECT.

Any expiration or earlier termination of this Agreement does not modify or alter any of the obligations of the parties that accrued prior to such termination. The sections of this Agreement which address taxes, duty, fee, payment, proprietary rights and information, warranty, remedies, limitations, termination and governing law survive any expiration or termination of this Agreement.

16. NOTICES

All notices given under the Agreement are to be in writing and may be sent by mail, fax, courier service, or otherwise delivered to the party to be notified at the following address, or to such other address as may have been substituted by written notice:

To Customer	To Integration Technologies, Corp.
Address specified as "Customer Notification Address" in Appendix A	Integration Technologies, Corp. PO Box 363988 San Juan, PR 00936-3988 TEL: 787-273-0000

17. Global Export Control Clauses for Sales and Distributor Contracts or T&Cs

- a) The deliverables provided by Seller under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Buyer acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
- b) Unless applicable export license/s has been obtained from the relevant authority and the Seller has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Buyer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological, or nuclear weapons.
- c) If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Seller shall be excused from all obligations under such order and/or this Agreement.

Acceptance

All parties agree with all the terms and conditions herein this document and all its appendices, and hereby sign in acceptance of it.

A purchase order will be issued in accordance with this document.

Customer Representative:

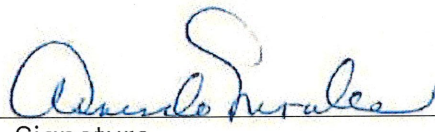
Integration Technologies, Corp.
Representative:

Name

Armando Morales

Name

Signature



Signature

Position

Account Manager

Position

Signature Date

October 30, 2023

Signature Date

Appendix A

Customer Information

*Customer:**PREPA Holdings, LLC.*

Customer Name

PO Box 364267, San Juan, PR 00936-4267

Customer Notification Address

City

State

Zip code

*Customer Primary Contact:**Miguel Mercado*

Primary Contact Name

miguel.mercado@lumapr.com

Primary Contact Email Address

787-552-8247

Telephone Number

Extension

FAX Number

*Customer Technical Contact:**Ariel Rodriguez*

Technical Contact Name

ariel.rodriquez@lumapr.com

Technical Contact Email Address

787 340 1168

Telephone Number

Extension

FAX Number

Appendix B

Investment Table, Effective Date, Contract Duration & Billing/Payment Terms

Appendix C

Managed Devices/Components Inventory

Itemized Detailed Managed Devices/Components Inventory:

Appendix D

Description of the Managed Services

➤ 24x7 Azure Virtual Server Management
SKU# INMS0-AZVM01-247

Service Description:

Comprehensive Azure Virtual Machine (VM) Management tailored to meet the high demands of modern businesses. This service will ensure optimum state and performance of your Virtual Machine and includes its complete lifecycle management, including network interface card, hard disk, memory, CPU, boot diagnostic.

Coverage Hours: Around the clock

Tasks included within the service:

- Monitoring and event management.
- Notifies events and faults via alarms.
- Collects performance data and issues early warnings of threshold violations in real time
- Portal Access with Dashboards
- Remote support, troubleshooting, and resolution of incidents (initiated via Phone, Email, Support Portal, Monitoring Alarms).
- Password resets and account unlock
- Resize the VM
- Configure Network Security Group
- Configure Auto-shutdown and Auto-Start
- Add, remove disks
- Configure Scale Set

Tasks exclusive to be performed as Out of Scope Services when requested by customer:

- OS Support
- Onsite Support
- Backup
- Disaster Recovery replication

➤ 24x7 Cloud Backup Management
SKU# INMS0-CLBK01-247

Service Description:

Intech offers a comprehensive Backup Services Management service that is tailored to meet the high demands of modern businesses. This service will ensure that servers, either cloud, physical or virtual, are frequently backup to a cloud environment. This service includes continuous monitoring support, enabling response in the case of unforeseen service interruption of the scheduled backup.

Service Hours: Around the clock

Tasks included within the service:

- Backup frequency and retention policies definition based on RTO and RPO.
- Backup policies deployment using customer computing and storage infrastructure.
- Periodic verification of backup execution.
- Manual backups execution upon request.
- Schedule Backup jobs monitoring and notifications.
- Backup infrastructure updates, maintenance and incident management.
- Restore data from backup when required by customer.

Tasks exclusive to be performed as Out of Scope Services when requested by customer:

- Intech will not be responsible for the functionality of internal applications or services.
- Access to OEM on-site hardware replacement/repair warranty.
- Networking Configurations.
- Cloud subscriptions or product licenses.
- Onsite Support.

➤ 24x7 Cloud Replication Management
SKU# INMS0-CLREPL01-247

Service Description:

Intech offers a comprehensive Server Replication Management service that is tailored to meet the high demands of modern businesses. This service will ensure that servers, either cloud, physical or virtual, are continuously replicated to a cloud environment. This service includes monitoring and support, enabling response in the case of unforeseen service interruption of the replication.

Service Hours: Around the clock

Tasks included within the service:

- Definition of the replication policies based on RTO and RPO for disaster recovery.
- Deployment of the replication policies using customer computing and storage infrastructure.
- Monitoring of Replication health.
- Updates, maintenance and incident management for the replication infrastructure.
- Two (2) disaster recovery tests annually

Tasks exclusive to be performed as Out of Scope Services when requested by customer:

- Intech will not be responsible for the functionality of internal applications or services.
- Access to OEM on-site hardware replacement/repair warranty.
- Networking Configurations.
- Cloud subscriptions or product licenses.
- Onsite Support.

➤ 24x7 Azure Cloud Subscription Management

SKU: INMS0-AZCSM-247

Service Description:

Comprehensive Cloud Management (CM) tailored to meet the high demands of modern businesses. This service will ensure optimum state and performance of your Azure subscription includes its complete lifecycle management about financial and cost management, resource group role base access, best practice guidance, monitor Azure Advisor for the resources recommendations and monitor.

Coverage: Around the Clock

Tasks included within the service:

- Monitoring and event management
- Events and faults notifications via alarms
- Remote support, troubleshooting, and resolution of incidents (initiated via Phone, Email, Support Portal, Monitoring Alarms).
- Conference calls about new requirements
- Best practice recommendation about new Microsoft Services / Amazon Services
- Access control configuration

Tasks exclusive to be performed as Out of Scope Services when requested by customer:

- Deploy, Configure or Manage Resources
- Redesign architectures

➤ 24x7 Azure Application Gateway Management

SKU: INMS0-AZAPG01-247

Service Description:

Our Azure Application Gateway managed service ensure your web application is balanced and protected using AAG policies. The service provides monitoring, troubleshooting and support for modifications.

Coverage: Around the Clock

Tasks included within the service:

- Incident Management
- Performance, availability and alerts monitoring
- Incident Management and troubleshooting
- Frontend configuration to allow external connections
- Backend pools and routing rules configuration to balance and protect
- SSL Certificate management to cypher HTTP sessions
- Service scaling tasks

Tasks exclusive to be performed as Out of Scope Services when requested by customer:

- Troubleshoot issues related with web server or web application
- Planning and design for Initial configuration and deployment
- Major Service Migration

➤ Workstation Patch Management

SKU: INMS0-PATMANWS-247

Service Description

Intwo's Patch Management detects and curbs vulnerabilities due to outdated standard software applications running in workstations systems which can be mitigated by installing a patch, keeping the systems updated with the latest software updates, through a systematic and focused approach. It combines powerful scanning assessment capabilities with patch management and remediation.

Tasks included within the service:

- Create Initial inventory and assessment of the infrastructure
- Help to design the patch management policies and processes to be used.
- Execute periodic scan of contracted devices using Vendor application or patch per security department recommendation, when possible.
- Track history of installed and missing released patches & firmware versions per device
- Develop an emergency remediation plan
- Patch and firmware implementation including development of the rollback strategy
- Test and approval process prior to patching the full inventory
- Monthly progress reports

Tasks exclusive to be performed as Out of Scope Services when requested by the customer:

- Workaround implementation where a security fix is not available
- Line of Business (LoB) applications

➤ Servers Patch Management

SKU: INMS0-PATMANSVR-247

Service Description

Intwo's Patch Management detects and curbs vulnerabilities due to outdated standard software applications running in server systems which can be mitigated by installing a patch, keeping the systems updated with the latest software updates, through a systematic and focused approach. It combines powerful scanning assessment capabilities with patch management and remediation.

Tasks included within the service:

- Create Initial inventory and assessment of the infrastructure
- Help to design the patch management policies and processes to be used.
- Execute periodic scan of contracted devices using Vendor application or patch per security department recommendation, when possible.
- Track history of installed and missing released patches & firmware versions per device
- Develop an emergency remediation plan
- Patch and firmware implementation including development of the rollback strategy
- Test and approval process prior to patching the full inventory
- Monthly progress reports

Tasks exclusive to be performed as Out of Scope Services when requested by the customer:

- Workaround implementation where a security fix is not available
- Line of Business (LoB) applications

Appendix E

Service Level Agreement (SLA)

General Overview

This Service Level Agreement ("SLA") defines how Integration Technologies, Corp. ("Intwo") delivers the Managed Services at specific levels under this Agreement. By providing a clear frame of reference on service levels, the SLA ensures objective insight into the performance and quality of Intwo's service delivery. Technical and business requirements inevitably change; therefore, this SLA is subject to a continuous improvement process by Intwo. Updated copies of the SLA will be communicated to all parties and will be available upon request.

Definitions

Definitions regarding the terminology used in the SLA are defined in Appendix D herein.

Purpose of SLA

Some services under this Agreement are provided in response to technical support requests from directly from the Customer, or via automated monitoring systems. All technical support requests are submitted via a Ticketing System to the Intwo Operations Center ("OC"). The SLA governs event recognition, response, and resolution protocol.

Services Covered under SLA

1. Remote Monitoring & Management: Intwo will conduct 24x7 remote monitoring of the Managed Assets to assure their availability. Reporting and alarm capabilities deliver at-a-glance, actionable information regarding IT fault and configuration change events, availability, and performance metrics. The data is stored in a historical database and used for a wide variety of reports to track the availability, configuration, and performance of the Managed Assets in your infrastructure
2. Service Desk: The Service Desk operates 24x7 and provides technical assistance for all incidents and support. The Service Desk utilizes a Ticketing System to record and track all Incident alerts, inquires or other types of notifications; the Ticketing System provides the ability to track performance metrics within this SLA. Call management, incident triage, and routing functions are all performed by the Service Desk.
3. Incident Management: Based upon an Incident's priority classification, as defined in the *Incident Priority Classification Matrix* below, such incident is subject to specific SLA target times, as defined in the *Incident SLA Target Times by Priority Matrix* below.

Incident Priority Classification Matrix		Level of Severity		
		High Incident affects all End-users	Medium Incident affects one or more departments or large End-users group	Low Incident affects one or small group of End-users
Business Impact	High Causes the affected End-User(s) to be unable to work or perform essential functions with no alternate work option available (which would not require work to be redone after the system is functional)	1 Critical	2 High	3 Medium
	Medium Causes the affected End-User(s) to be unable to work or perform essential functions but an acceptable alternate work option is available (which allows for the continuance of essential operations)	2 High	3 Medium	3 Medium
	Low Causes the affected End-User(s) to be unable to perform some non-essential functions.	3 Medium	3 Medium	4 Low

Incident SLA Target Times by Priority Matrix	Incident Priority Classification			
	1 – Critical	2 – High	3 – Medium	4 – Low
	Critical business and financial exposure	Serious business and financial exposure	Low business and financial exposure	Minimal or no business and financial exposure
Response Time	30 minutes	1 hour	4 hours	8 Hours
Resolution Plan Time	2 hours	4 hours	8 hours	12 hours
Resolution Time	8 hours	12 hours	24 hours	2 days

All times in the Incident SLA Target Times by Priority Matrix are consecutive during the applicable Managed Service coverage hours, and is exclusive of any and all time during which Intwo is unable to work, or work already performed is lost, caused by, or associated with, circumstances beyond Intwo's reasonable control, including, without limitation:

- a) Any issues listed in the Force Majeure section of the Terms And Conditions of the proposal
- b) Unavailability, interruption, or delay of anything reasonably required by Intwo, such as but not limited to access grants, permissions, information, services, or any other approval from the Customer, or any third party not directly contracted by Intwo or its subcontractors.

SLA reports will be provided to the Customer, with a detailed analysis of ticket management performance against SLA targets as defined within this Agreement.

4. Preventive Maintenance: When support request activities are low, as part of our continual improvement cycle, Problem Management work will be conducted to analyze and take corrective steps to prevent potential future incidents.
5. Change Management: As part of our continual improvement cycle, change requests, approvals and documentation will be initiated for any beneficial change desired in any Managed Asset's configuration, as well as in any process, practice, or policy that is part of the delivery of the Managed Services.
6. On-Site Technical Support: When needed, Intwo will provide the technical support resource(s) to complete the resolution of an Incident at the Customer's premises.
7. Scheduled Maintenance Window: Intwo will use its best efforts to schedule these interruptions at non-peak hours and limit their occurrence to strictly necessary upgrades and required maintenance. It is the Customer's responsibility to notify all persons within their organizations of scheduled maintenance windows.
8. Service Requests: Intwo will execute Service Requests under specific completion SLAs per type of request. During onboarding Intwo will build an initial catalog of such services and provide Completion SLA commitments for each. As we uncover new Service Requests we want to add to the catalog we will do so and provide completion SLA for each.

SLA Non-Compliance

Performance Credits for SLA Non-Compliance

In case of a material failure to meet the stated requirements of the SLA as defined in the *Incident SLA Target Times by Priority Matrix* for an Incident (the "Penalty Incident"), Intwo will calculate a performance credit for the Customer based on the criteria below:

Type of Service	Performance Credit per Day of SLA Non-Compliance
Incident Priority 1 – Critical	Monthly value of the total Agreement/30
Incident Priority 2 – High	Monthly value of the total Agreement/30
Incident Priority 3 – Medium	Monthly value of the affected Managed Asset/30
Incident Priority 4 – Low	Monthly value of the affected Managed Asset/30
Service Request	Per each item in the Catalog TBD at Onboarding

Performance Credits will be refunded and applied to the following month's invoice. At no time will such refunds for a month exceed the total value of the recurring Managed Services fees for that month.

Restrictions for SLA Non-Compliance

No performance credits under this SLA will be issued in connection with any failure of the Managed Services caused by or associated with:

1. Circumstances beyond Intwo Corporation's reasonable control, including, without limitation:
 - a) Force Majeure issues listed in the Terms and Conditions of this proposal.
 - b) Virus attacks, Denial of Service (DoS) attacks, or other forms of intrusion. Beyond the control of Intwo
 - c) Failure of third-party software beyond the control of Intwo
2. Failures in any hardware not covered by warranty and phone support from the OEM or designated third-party contracted directly with the Customer
3. Failure by an OEM or an designated third party to meet warranty agreement response times it has with the Customer.
4. Scheduled maintenance windows, emergency maintenance, and upgrades.
5. Any interruptions, delays, or failures caused by the Customer, or its employees, agents, or subcontractors, such as but not limited to the following:
 - a) Inaccurate configuration.
 - b) Non-compliant use of any of the Managed Asset and/or its software.
 - c) Managed Asset Failures due to Non-Business-Related Event(s)
 - d) Customer initiated Managed Asset significant over-utilization.

Responsibilities of the Customer

The Customer agrees to the following general responsibilities under this Agreement:

1. The Customer will conduct business courteously and professionally with Intwo.
2. The Customer must contact Intwo's Service Desk directly to report any technical incident. All incidents must be ticketed with Intwo's Incident Management System, whether directly from the Customer or via automated monitoring systems.
3. The Customer will provide all information reasonably required by Intwo to open a ticket requesting technical support
4. The Customer will be available, cooperate with, and follow instructions given by Intwo's support resource assigned to the ticket. Most technical issues and errors can be corrected remotely as a result of close cooperation between the Customer and the Intwo Incident Handler or Consultant.
5. The Customer will provide Intwo with all the relevant and requested available documentation, information, and institutional knowledge before the start of handling an Incident.
6. The Customer will not unreasonably withhold or delay approval of ticket closure.
7. The Customer will notify Intwo of any intended disconnection or removal of a Managed Asset from the network to update Intwo's Remote Monitoring and Management system and avoid false alarms.
8. The Customer must provide free, safe, and sufficient access to the Customer's facilities, including parking, ample working space, electricity, and Internet access when On-Site Technical Support is required.

Responsibilities of Intwo

Intwo agrees to the following general responsibilities under this Agreement:

1. Intwo will conduct business courteously and professionally with the Customer.
2. Intwo will record all information required to establish the Customer information and document the nature of the issue.
3. Intwo will attempt to resolve tickets in the most expedient manner possible.
4. Intwo will escalate technical support requests to the next level of internal support upon the approach of established Resolution Plan targets.
5. Intwo will obtain the Customer's approval before ticket closure.
6. Intwo will be the liaison between the customer and any contracted vendor for hardware and/or software replacement/support tied to, or any carrier communication services related to, any of the Managed Assets if so approved in writing by the Customer.
7. Intwo will utilize a Ticketing System for updating, tracking, and closing technical support requests.

Appendix F Definitions

1. "Managed Services" means the technical management, administration, monitoring, and support of any Managed Asset under this proposal.
2. "End-users" mean the Customer employees, consultants, contractors, or agents who are authorized to receive assistance in conjunction with the Managed Services.
3. "Incident" means an unplanned interruption or reduction in quality of a Customer or an End-User IT service (i.e., an "IT Service Interruption") related to the Managed Assets.
4. "Service Request" means a request from an End-user or an End-user's authorized representative that initiates a service action which has been agreed as a normal part of service delivery, but which is not to handle failures or lack of performance (which are handled as Incidents).
5. "Managed Asset" means each and every specific IT physical or digital asset or component for which Intwo is providing the Managed Services.
6. "Non-Business Related Event(s)" refers to any alteration(s), modification(s), change(s) to user-configurable or software application portions (Moves, Adds, and Changes) or relocation of, or any other intervention in, any of the Managed Assets, by anybody except Intwo or its subcontractors, or as otherwise explicitly instructed by Intwo.
7. "OEM" means Original Equipment Manufacturer.
8. "On-Site Technical Support" means any visit to a Customer location by a member or delegate of Intwo's technical services staff for local remediation of a ticketed technical support request.
9. "Remote Monitoring and Management" means the monitoring of devices and components with the ability to proactively detect incidents by performing a set of routine audits, analyses, diagnoses, and issue resolution within the environment.
10. "Resolution Plan Time" means the Response Time plus the time period during which an initial investigation and diagnosis are executed to determine the best approach and method to tackle the Incident.
11. "Resolution Time" means the time period starting from the moment Intwo's Service Desk becomes aware of the Incident (via a Customer initiated the phone call, via the Customer registration of the Incident in the Intwo provided Customer Portal, or through Intwo's automatic detection of the Incident via Intwo's Remote Monitoring and Management) until the restoration of the Incident's affected IT service through a workaround or a solution.
12. "Response Time" means the time period starting from the moment Intwo's Service Desk becomes aware of the Incident (via a Customer initiated the phone

call, via the Customer registration of the Incident in the Intwo provided Customer Portal, or through Intwo's automatic detection of the Incident via Intwo's Remote Monitoring and Management) until the beginning of the handling of the issue. During this time the Incident is registered, validated and a triage process is completed to properly categorize and prioritize it in order better progress it to diagnosis and resolution.

13. "Scheduled Maintenance Window" means a predetermined period of time used to perform scheduled maintenance that cannot be performed during standard business hours.
14. "Technical Support Request" means a request made by the Customer for technical support services as it relates to the Customer's devices.
15. "Ticketing System" means the component of the Service Desk management system used by Intwo to track the detection, reporting, and resolution of all technical support requests.
16. "Ticket" means a detailed report of a technical issue and requests entered into the Ticketing System.
17. "Workaround" means any temporary solution implemented to allow one or more users to perform their job until a permanent solution can be implemented.

Appendix G

Out of Scope Per-Hour Services

Intwo's Out of Scope Per Hour Services offer the Customer the ability to use one or more of our consultants to provide Out of Scope, day-to-day, on-site consulting and technical services, on a per-hour basis. The hourly rates are based on two criteria: (1) the type of consultant desired (i.e., Tier-1, Tier-2, or Tier-3) and (2) the period during which the services are to be performed (i.e., Standard Hours, After Hours or Off Hours), as follows:

Hour-Service Unit (HSU) Consumption Calculator				
HSU Consumption During 1 Hour or Fraction of Hour		Type of Consultant		
		Tier-1	Tier-2	Tier-3
Service Period	Standard Hours	1.00	1.25	1.50
	After Hours	1.25	1.50	1.75
	Off Hours	1.50	1.75	2.00

Intwo's Hour Periods are specified as follows:

Hour Period	Description
Standard Hours	Monday-Friday, 8:30am until 5:30pm, excluding Intwo's Published Holidays
After Hours	Monday-Friday, 5:30pm until midnight, excluding Intwo's Published Holidays
Off-Hours	Monday-Friday, midnight until 8:30am All Day Saturday, Sunday, and Intwo's Published Holidays

Intwo's Published Holidays can be found in Appendix I

The following table serves as a guideline to understand the service tier to which Out of Scope service requests will be assigned. Service Tiers are defined based on complexity of technical capabilities required to execute Out of Scope service requests:

Application	Category	Area	Tier
Security	Design & Performance	All	3
	Configuration (Moves/Adds/Changes)	Antivirus	1
		Other	2
	Incident Identification	All	2
Networking	Design & Performance	All	3
	Configuration (Moves/Adds/Changes)	Routing/Switching Policies	2
		High Availability and Load Balancing	2
		Core, Distribution, and Network Management Systems Upgrades	2
		Other	1
	Incident Identification	All	2
Unified Communications	Design & Performance	All	3
	Configuration (Moves/Adds/Changes)	Unified Messaging	2
		Billing / Administration	2
		Trunk and Routing	2
		Upgrades	2
		Other	1
	Incident Identification	All	2
Call Center	Design / Performance / Sizing	All	3
	Configuration (Moves/Adds/Changes)	Advanced Call Treatment and Routing (Based on call center conditions, CTI/TAPI, Changes in IVR Applications, etc)	2
		Other	1
	Incident Identification	All	2
Cloud Infrastructure	Design / Performance / Sizing	All	3
	Configuration (Add/Move/Changes)	Authentication	2
		Policies	2
		Hybrid Environments	3
		Migrations	3
		Other	1
	Incident identification	All	2
DC Computing	Design / Performance / Sizing	All	3
	Configuration (Add/Move/Changes)	Assembly and Host OS	2
		Physical Installation	1
		Server Virtualization	2
		Clustering	3
		Automation	3
		Other	1
	Incident identification	All	2

Appendix H

Industry-Specific Information Privacy, Protection, or Other Compliance

HIPAA INFORMATION PRIVACY PROTECTION COMPLIANCE

The parties agree that Intwo may be considered a "Business Associate of the Customer under federal statutes and regulations relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If so, the parties have previously entered into a Business Associate Agreement with respect to such matters and such Business Associate Agreement is fully incorporated into this Agreement by this reference and is attached herein.

Appendix I

Intwo Holidays

2023

January 1- New Year's Day (Sunday, will be held on Monday, January 2 nd)
January 6- Epiphany Day (Friday)
February 20- George Washington and Illustrious Puerto Rican Heroes (third Monday of the month)
March 22- Day of the Abolition of Slavery (Wednesday)
April 7- Good Friday
May 29- Memorial Day (last Monday of the month)
June 19 th - Juneteenth National Independence Day (Monday)
July 4 th - Independence of the United States (Tuesday)
September 4 th - Labor Day and Santiago Iglesias Pantín (first Monday of the month)
*October 9 th - Columbus Day (Discovery of America) (Monday)
November 19- Discovery of Puerto Rico (Sunday will be held on Monday, November 20 th)
November 23- Thanksgiving Day (4th Thursday of the month)
November 24- Day after Thanksgiving (Friday)
December 25- Christmas Day (Monday)
<i>*May be subject to change</i>

2024 (preliminary, as of 09/2023)

January 1- New Year's Day
January 6- Epiphany Day (Saturday)
February 19- George Washington and Illustrious Puerto Rican Heroes (third Monday of the month)
March 22- Day of the Abolition of Slavery (Friday)
March 29- Good Friday
May 27- Memorial Day (last Monday of the month)
June 19 th - Juneteenth National Independence Day (Wednesday)
July 4- Independence of the United States (Thursday)
September 2- Labor Day and Santiago Iglesias Pantín (first Monday of the month)
*October 14- Columbus Day (Discovery of America) (second Monday of the month)
November 19- Discovery of Puerto Rico (Tuesday)
November 28- Thanksgiving Day (4th Thursday of the month)
November 29- Day after Thanksgiving (Friday)
December 25- Christmas Day (Wednesday)
<i>*May be subject to change</i>

CODE	BI	BI Description	P/D	Project Description	Resp	Resp	Balance Σ	2023-24	Total	Núm Id Solicitante	Número de Estimado
CAPEX	521	Computer Equipment - Systems	19563	Technology and Communications Equipment, Software, and Infrastructure Acquisition	Id	Sol					
				CARRY OVER ----- [406,950 / 225,227] [INCLUIDO] MANT 08-6 2180 RAA	022	022		900,000	900,000		
				MANTENIMIENTOS ---- [225,227 / 406,950] MANT 08-6 2180 RAA	022	022		(181,723)			100000107575
				PROYECTOS → PROVEER SERVICIO DE INTERNET A DEPENDENCIAS DE HIDROELÉCTRICAS Y RIEGO	022	022		(87,000)			100000107630
				PROYECTOS → IMPLEMENTACIÓN SISTEMA ASSET WORKS ADMINISTRACIÓN DE FLOTA AEE	022	022		(68,000)			100000107631
				BALANCE →			563,277				
TOTAL							563,277	563,277	900,000		

Handwritten signature and initials in red ink.