

**Innovative Network Computer Solutions
Managed Services Terms & Conditions Agreement**

This Managed Services Terms & Conditions Agreement ("the Agreement") is between Innovative Network Computer Solutions, a North Carolina Limited Liability Company, hereinafter ("INCS"), and the entity who executes a Master Services Agreement ("MSA") or any Managed Services Plan Statement of Work ("SOW") or other Agreement written or verbal with INCS into which this Agreement is incorporated by reference ("Client"). This Agreement is hereby attached and incorporated into each such SOW or related "Monitoring" or "Managed Services" INCS Invoice and/or other Agreement executed by Client. By entering into a SOW or paying a related INCS Invoice or other agreement which incorporates this Agreement by reference, Client hereby agrees to be bound by and abide with the terms and conditions of this Agreement. This Agreement is effective upon the execution by INCS and Client of a Quote, SOW, payment of a related INCS Invoice and/or other agreement which incorporates this Agreement by reference (the "Effective Date"), and shall remain in effect for so long as each such SOW or payment of a related INCS Invoice and/or other agreement is in effect.

1. MANAGED SERVICES DEFINED IN THE QUOTE, SOW OR RELATED INCS INVOICE

INCS shall provide the Managed Services ("Managed Services") as defined and set forth in the Quote, Managed Services Plan Statement of Work ("SOW") or related paid or prepaid "INCS Invoice" executed by Client.

2. MONITORING AND SUPPORT

INCS monitors all systems and networked equipment that it manages under the Managed Services SOW or related INCS Invoice ("Managed Systems") 24 hours per day, 365 days per year, barring cases of third party hardware, software, or service failure and Force Majeure described in Section 14 of this Agreement, or other service interruptions that prevent monitoring, however caused. In case of interruptions in monitoring, INCS shall make commercially reasonable efforts to restore monitoring. The terms of INCS's technical support of Managed Systems, or any help desk or other support services that may be offered as part of the Managed Services are determined by the Quote, SOW or related INCS Invoice, where applicable.

3. START DATE / SERVICE PERIOD

The Start Date is the date INCS initiates its services covered in the Managed Services Plan. The Service Period and billing begin on the Start Date. At the end of the Service Period, this Agreement will automatically renew for consecutive terms of the same duration as the Service Period, unless terminated in writing at least sixty (60) days prior to the expiration of the then-current term. If one or more equipment-related charges (such as a hardware lease) are paid in full during any given Service Period, the monthly fees for the next period will decrease by the amount of the current monthly fees attributable to the said charges. Any changes made to the Managed Services by mutual consent during a Service Period shall be documented by executing a subsequent SOW OR related INCS Invoice during that Service Period, but such changes to Managed Services shall not affect the Service Period itself as set forth in the original SOW or related INCS Invoice, unless such subsequent SOW OR related INCS Invoice specifies a different Service Period. If INCS or Client fail to execute a subsequent SOW after a change in Managed Services has been mutually agreed upon in writing in another (non-SOW) agreement executed by INCS and Client (such as a signed Quotation or related Prepaid INCS Invoice), such failure shall not in any way affect Client's responsibility to pay the new and updated fees due and payable for the new Managed Services to which Client has agreed by executing such other (non-SOW) agreement.

4. START-UP FEES AND PAYMENT

Start-up fees (or Seed Fees) and the first month's service fees are due and payable with the signing of a SOW and acceptance of this Agreement. Plan service fees are due during the Service Period and shall be paid monthly, quarterly or annually with Net 10 terms, in advance for that month, quarter or year ("Billing Cycle"), without demand or invoice. Specifically, INCS shall not be required to generate an invoice or make any demands for payment within ten days from the Client's selected regular Billing Cycle of each previous Billing Cycle in order for Client to be obligated to pay the Plan service fees specified by the SOW or the related INCS Invoice with Net 10 terms, in advance for that Service Period. INCS shall provide invoices for each Managed Services payment due hereunder and at reasonable times and shall not unduly delay such invoicing. The fees and payments due hereunder are defined in the SOW or related INCS Invoice. In some cases, a proration of the service fees may occur during the first month to coincide with INCS' first of month billing schedule. All monetary amounts not paid within thirty (30) calendar days from the INCS invoice date(s) will be subject to a finance charge of 1.5% per month or the maximum allowable rate of interest permitted by applicable law. INCS reserves the right to charge Client \$25.00 for any non-sufficient funds or other returned checks. Service is subject to interruption and disconnection by INCS for nonpayment of monthly service fees or any other fees due and payable by Client, and INCS reserves the right to seek all other remedies at law.

5. TAXES AND OTHER CHARGES

All amounts due and payable hereunder will be exclusive of applicable charges, fees, levies, imposts, duties, tariffs or other assessments imposed by or payable to any federal, state, local or foreign tax or governmental authority, including without limitation sales, use, goods, services, value added, transfer, customs, personal property, stamp duty, excise, withholding and other obligations of the same or similar nature (individually and collectively, "Taxes") based or measured thereon. Client will be responsible for the payment of all such Taxes, excluding Taxes based on INCS's income. Client will indemnify and hold INCS harmless from any current or future obligation, including due to a change in legislation, to pay to any governmental entity, any employer statutory Taxes, withholding Taxes, social security Taxes or any other Taxes in connection with INCS's performance under this Agreement, and from any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs of litigation) arising out of or resulting therefrom.

6. RESPONSIBILITY OF PARTIES

INCS shall use commercially reasonable efforts to provide the Client with substantially uninterrupted services by means of INCS's systems, personnel, and other resources.

7. ACCEPTABLE USE POLICY ("AUP")

The Client shall use INCS's services only in accordance with applicable law and for lawful purposes. The Client shall not use or permit others to use INCS's services (including by transmitting, posting or storing content) in a manner which would violate any law or infringe any copyrights or trademarks. Once notified of any violation of this Acceptable Use Policy, the Client agrees to cooperate with INCS and work promptly to cease the noted activities. INCS reserves the right to interrupt or disconnect services for non-compliance with this AUP or in compliance with instructions from government authorities. Client shall be responsible for all authorized uses of services provided by INCS. A more extensive AUP may be provided as an addendum to this Agreement in connection with certain services.

8. INCS EQUIPMENT

In certain circumstances, INCS may supply client premises equipment or cloud premises equipment that may consist of any third party hardware and software not manufactured by INCS ("CPE") to the Client and retain ownership in such CPE. Unless otherwise specified through a SOW, INCS Invoice or other agreement, all CPE shall be purchased and owned by INCS. In the event that any CPE is owned by INCS, INCS shall have the right to remove all CPE that it has supplied. Client agrees to allow INCS personnel and subcontractors reasonable access to the Client's premises and/or building (the "Client Site") for the purpose of installing, configuring, managing, maintaining, repairing, replacing and removing the CPE. If Client does not own the Client Site and access to portions of the Client Site other than the Client premises is needed (i.e. building phone room, data room, HVAC room, roof, etc.), Client shall obtain, with INCS's cooperation, all appropriate permissions from the owner or landlord for such activities. In some circumstances, INCS may supply Client CPE that may consist of any third party hardware and software not manufactured by INCS to the Client and the Client retains ownership in such CPE. When specified through a SOW, INCS Invoice or other agreement, the Client, whether procured by INCS and passed through to Client, or purchased directly by Client from third party hardware and software vendors, keeps their ownership.

9. NO WARRANTY

INCS PROVIDES ALL SERVICES ON AN AS IS BASIS. IN PROVIDING ITS SERVICES, INCS, ITS OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, MANAGERS, EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN AND EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR MULTIPLE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST PROFITS, LOST REVENUES, LOST DATA, LOSS OF SECURITY, LOSS OF PRIVACY, COSTS OF RECREATING LOST DATA, COST OF PROCURING OR TRANSITIONING TO SUBSTITUTE SERVICES, OR LOSS OF USE, RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON INCS'S SERVICES OR THIRD PARTY SERVICES PROVIDED OR PASSED THROUGH BY INCS OR BY ANY OTHER PARTY IN CONJUNCTION WITH INCS'S SERVICES, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), WHETHER IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF EITHER CLIENT OR INCS KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

Without limiting the foregoing, INCS shall not be liable for any damages resulting from the use or inability to use its services, reliance on its services or on information obtained therefrom, interruptions of service, breach, compromise, unauthorized access to any records, files, data, systems, or other assets, valuables and resources; errors, defects, viruses, malware, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct by INCS, INCS shall not be liable for any direct damages resulting from the loss of any of Client's data or third party data, breach of security or loss of privacy of data on Client's systems or third party systems that may occur on systems installed, serviced, and/or managed by INCS, or any direct or indirect damages resulting therefrom; the malfunction, performance or compromise of any system, network or other resource related to or associated with in any capacity or by any theory with INCS services, and any Client or third party damages, claims, losses or expenses resulting therefrom; any personal injury (whether of a physical or psychological nature) or death of any person, whether associated with Client or otherwise, that may in any capacity or by any theory be associated with services provided by INCS, and any Client or third party damages, claims, losses or expenses resulting therefrom.

10. SERVICE LEVEL AGREEMENT

Depending on nature of the services being supplied hereunder, a separate Service Level Agreement or Commitment Scope may be provided. If such Service Level Agreement or Commitment Scope is provided, it shall be executed separately in a SOW or related INCS Invoice.

11. LIMITATION OF LIABILITY

Both parties agree that it is impossible to guarantee the trouble-free performance of computer hardware, software, networks, environments, security and systems, the security, privacy, specific functionality or performance of any free-standing or integrated system or resource; the reliability, applicability or performance of any technology or technology-related asset; the applicability, outcome or performance of any training or the behavior of any human resources; whether procured, provided, installed, managed, supported, administered, trained and/or supervised by INCS, or in any way associated with INCS services or otherwise. Therefore, Client and INCS agree to certain further limitations of liability and damages. To the extent not prohibited by applicable law, INCS's maximum aggregate and cumulative liability under this Agreement for any and all losses, claims, damages, expenses, attorney and expert fees or liability of any kind, including but not limited to claims of breach of contract, breach of warranty, negligence (including strict liability), whether in contract or in tort, or under any other legal theory, is limited to the amount of the Managed Service in fact paid by Client hereunder for the two (2) months immediately preceding the event giving rise to such loss, damage, claim, or liability. In no event shall INCS be liable for any consequential, incidental, special, exemplary, indirect, punitive or multiple damages in connection with or arising out of this Agreement, (ii) any accompanying or associated SOW or related INCS Invoice, whether signed concurrently or not, and, (iii) any other agreement between Client and INCS that incorporates this Agreement; including but not limited to claims or damages involving loss of business, revenue, profits, use, data, good will, reputation, or other economic advantage, however caused, and regardless of the legal theory of liability, even if INCS and/or Client knew, or should have known of the possibility thereof. Client and INCS agree that the provisions of Section 9 (No Warranty) and this Section 11 (Limitation of Liability) of this Agreement shall constitute Client's sole and exclusive remedy with respect to (i) INCS's services and any claims or actions arising therefrom, and, (ii) any third party services passed through or provided by INCS or by any other party in conjunction with INCS's services, and any claims or actions arising therefrom; even if a mediator, arbitrator, or court of competent jurisdiction finds that such sole and exclusive remedy has failed its essential purpose.

12. INDEMNITY

Client agrees to indemnify, defend, and hold harmless INCS, and its officers, directors, principals, members, managers, employees, subcontractors, agents, representatives, successors and assigns from and against any damage, claim, loss, expense (including reasonable attorneys' fees and damage to any person or property), occurring as a result of (i) Client's use or inability to use of INCS's services, or use or inability to use by those authorized by Client of INCS's services; (ii) Client's handling, storage, transmission or possession of information, data, messages or other content or assets on INCS's systems or network, on Client systems or network that are installed, managed or otherwise serviced by INCS, or on third party systems and networks that INCS uses to provide its services, including but not limited to, claims: (A) for libel, slander, invasion of privacy, identity theft, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents; (C) for security breaches of any kind; or (D) based on handling, storage, transmission or possession of information that contains viruses, malware or other destructive code, media, or any unlawful content; (iii) Client's or third parties' reliance on INCS's services or on information obtained therefrom; (iv) Client's breach of any software licensing requirements of third parties; (v) Client's failure to comply with

any provision of this Agreement or INCS's Professional Services Agreement; or, (vi) Client's failure to obtain permits, licenses, or consents that Client may be required to obtain to enable INCS to provide its products or services (e.g., landlord permissions, wiring permits, etc.). INCS agrees to indemnify and defend Client, its directors, officers, employees, agents and successors against third party claims enforceable in the United States alleging that INCS's services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. INCS's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided or requested by Client, or (ii) Client's continued use of infringing services after INCS provides reasonable notice to Client of the infringement. For any third party claim that INCS receives, or to minimize the potential for a claim, INCS may, at its option and expense, either: (i) procure the right for Client to continue using the services in question; (ii) replace or modify the services with comparable services; or (iii) terminate the services. The provisions of this Section 12 state the entire liability and obligations of the indemnifying party, and the exclusive remedy of the indemnified party, with respect to any of the claims identified herein.

13. GENERAL

This Agreement, any addendum to this Agreement, the INCS Master Services Agreement ("MSA") delineating the terms of the relationship, the Quote, SOW or related INCS Invoice that describes the Managed Services to be provided hereunder, and, in the event INCS provides Client with hosting or cloud services, a Cloud Services Availability Commitment Scope ("CSACS"), constitute the entire agreement of the parties and supersede all negotiations, proposals or purchase or other work orders, written or oral, provided that the Client shall also adhere to all policies and procedures established by INCS. This Agreement can be amended only by written agreement signed by duly authorized representatives of the parties. This Agreement may be assigned by either party with a thirty (30) day notice in the event of a merger or sale of substantially all of the assigning company's assets or stock. The obligations under this Agreement shall be binding on and inure to the benefit of both Client and INCS, their successors, and permitted assigns. Any purchase order issued by the Client shall be solely for the internal convenience of the Client, and no term or condition contained in the purchase order shall in any way modify this Agreement or any of the rights or obligations of either party hereunder.

14. FORCE MAJEURE

Neither party to this Agreement shall have liability or responsibility to the other party for any delay, failure to perform, service interruption, outage, damage, malfunction, or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the party's reasonable control including, but not limited to, inclement weather, climate change, resource shortages, all acts of nature and acts of God, strikes, civil disturbances, riots, terrorist acts, unavailability of or delays in goods or services needed from third parties including but not limited to third party hardware, software, data center, collocation, and cloud service providers, interruption or outage of or delay in telecommunications including the public Internet, voice lines, data lines, or any telecommunications equipment or service, transportation, delivery, power outages, electrical or other utility services, failure of third party hardware, software or services, or any acts or omissions of any third parties.

15. TERMINATION

Termination by Client is permitted without charge only in the case where all of the services provided hereunder as defined by a SOW, INCS Quote or related INCS Invoice executed by Client are unavailable or out of service for a period of seven (7) consecutive days from ticket open, other than due to Force Majeure, provided Client works in good faith with INCS to correct the outage and does not contribute to the outage intentionally or not, by action, inaction, or omission. In such case, service fees will be due up to the ticket-open date. All other terminations permitted under this Agreement by Client require a payment of all fees due and payable under this Agreement for the entire then-current Service Period as a lump sum within five (5) business days of such Termination, and the return of all INCS equipment. Paragraphs 4, 5, 9, 11, 12, 13, 16, and 17 of this Agreement shall survive termination of this Agreement.

16. VENUE; GOVERNING LAW

Venue for the purpose of any disputes regarding this Agreement shall lie exclusively in North Carolina, and the state and federal courts of Charlotte, Mecklenburg County, North Carolina shall have exclusive jurisdiction over the parties and subject matter of this Agreement. Any party attempting to bring any suit concerning this Agreement in any state other than North Carolina shall be deemed to have consented to that suit's dismissal for improper venue and lack of jurisdiction and shall be liable to the other party for the other party's reasonable and necessary attorney's fees and costs incurred in moving to dismiss the suit. The interpretation of this Agreement is governed by North Carolina law.

17. ARBITRATION

Notwithstanding Paragraph 16 of this Agreement, as a material part of this Agreement, Client and INCS agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement or of INCS's services shall be determined by confidential, final, and binding arbitration in North Carolina, in accordance with the then-existing rules for commercial arbitration of the American Arbitration Association. Disputes, claims, and controversies subject to final and binding arbitration under this Agreement include, without limitation, all those that otherwise could be tried in a court to a judge or jury in the absence of this Agreement. By agreeing to submit all disputes, claims, and controversies to binding arbitration, both Client and INCS expressly waive their rights to have such matters heard or tried in a court before a judge or jury or in any other tribunal, and shall agree to all discovery requests and submit to all depositions as if it is doing business in the State of North Carolina. The scope of any arbitral award shall be expressly limited by the terms of this Agreement. Any award shall be final, binding and conclusive upon the parties, subject only to judicial review provided by statute, and a judgment rendered on the arbitration award may be entered in any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, both Client and INCS agree that before undertaking the aforementioned arbitration, they shall submit all disputes, claims, or controversies to a mutually agreeable mediator in an attempt to an informally resolve said disputes, claims or controversies without the need for arbitration. Both Client and INCS agree that prior to even engaging mediation, they will make every effort to resolve any disputes peacefully. Nothing in this Section shall be deemed to prohibit INCS from seeking injunctive relief or to restrict INCS from asserting or enforcing any collection action in court, other than as set forth in Section 16 and this Section 17 of this Agreement.

18. INSURANCE

INCS and the Client shall each maintain all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, worker's compensation and general liability insurance. INCS agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence, and an automobile liability insurance policy of not less than \$250,000 bodily injury per person, \$250,000 per accident, and \$100,000 property damage liability. All of the insurance policies described herein shall not be canceled or materially changed or the renewal refused until at least thirty (30) calendar days' written notice has been given to the other party by certified mail. The

required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State in which the Services are performed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.

19. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY

Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modification developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by INCS pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer INCS's intellectual property, and (iii) do not negatively impact the security or integrity of any of INCS's equipment, or the integrity or implementation of the Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the termination of this Agreement.

20. CONFIDENTIALITY

The parties agree that they will not disclose to any third party the terms of this Agreement. INCS agrees to hold and maintain all confidential or proprietary information or trade secrets disclosed to INCS in the strictest confidences and trust for the sole and exclusive benefit of the Client. INCS shall take all action reasonably necessary to protect the confidentiality of all confidential or proprietary information and the secrecy of any and all trade secrets. INCS shall not, without the prior written approval of the Client, use for its own benefit, publish, or otherwise disclose to any third party, or permit the use or disclosure of, any confidential or proprietary information or trade secrets for any purpose or reason whatsoever. INCS shall restrict access to confidential or proprietary information or trade secrets to those officers, employees, contractors or agents of INCS who clearly need such access in order to perform their jobs. INCS will advise each person or company to whom it provides such access that the person or company is strictly prohibited from making any use, or otherwise disclosing to others, any confidential or proprietary information or trade secrets, and shall have them execute a confidentiality and non-disclosure agreement with prohibitions similar to this Agreement. All information provided or disclosed to INCS shall remain the property of the Client, and upon demand by the Client, all information, including documents, files, records, written notes, memoranda, photographs, computer software, diskettes, and any and all other materials shall be returned to the Client promptly after such demand. INCS agrees not to copy any computer software program or any other information or document provided by the Client to INCS. The Client shall not use for its own benefit, publish or otherwise disclose to any third party, or permit the use or disclosure of, any confidential or proprietary information or trade secrets of INCS for any reason or purpose whatsoever.

21. EXCLUSIONS FROM MANAGED SERVICES

The following is a list of costs, expenses, charges or services explicitly excluded from the Managed Services listed in any SOW, Quote or related INCS Invoice executed by Client. The below is not meant to constitute a complete list, and any cost, expense, charge, or service that is not specifically listed and explicitly included in an executed SOW, Quote or related INCS Invoice is excluded from Managed Services by definition:

- Any parts, equipment, or hardware costs, fees or charges of any kind
- Any software, licensing, software assurance, renewal, or upgrade fees of any kind (except where software is used for the Managed Service and it is licensed to INCS and INCS holds the license directly)
- Any taxes of any kind
- Any shipping, handling, courier, or postage charges of any kind
- Any 3rd party vendor, OEM, or other manufacturer support fees or incident fees of any kind
- Any premise wiring services (voice/data/video cabling) of any kind
- Training of any person in any context, unless otherwise specified
- Travel, travel time, gas or gas mileage, per diem or accommodations, when applicable, when visiting Client offices or any other third party site on Client's behalf
- Any non-IT materials needed to provide services or requested by Client, including but not limited to office supplies or media
- Any type of service, repair, reconfiguration, maintenance or management occasioned or made necessary by the alteration of systems, devices, software or other resources, with or without administrative access to such resources, by anyone other than authorized INCS personnel
- Includes any change or service occasioned by acts or omissions by the Client's own employees, principals, consultants, subcontractors, third party vendors, or any other third parties who may have or have had physical, logical or remote access to Client's resources
- Maintenance of third party applications, software, software packages or add-ons, whether acquired through INCS or any other source. The only exception is software made or modified by INCS in order to provide managed services
- Any software programming or scripting (creation or modification of software code) and program (software) maintenance
- Any work, engineer or technician time, labor, project, service or support that does not qualify and is not specified in the SOW or related INCS Invoice. INCS currently offers four (4) different Managed Service Plans: "Desktop Insite", "Silver", "Gold" and "Platinum". These plans are considered standard however variations of these plans do exist and are modified for the client's specific requirements and needs. Most include some sort of remote support while others include limited labor and SLA Agreements. The type of Managed Services Plan and/or variation is typically indicated on the SOW or related INCS Invoice. For most Clients, INCS provides the ability for the Client to purchase a "Labor Block of Hours" at a discounted rate. These hours can be used for projects, on-site and depot labor, support, engineering, etc. and can be used with the Managed Service Plans that do not include labor.
- Any work that does not involve proactive management, routine administration, or troubleshooting (whether client-prompted/requested or otherwise Managed Services offerings) malfunctioning or non-functioning systems or resources under management as per a SOW or related INCS Invoice. Any such work is defined as a Project. Projects include but are not limited to re-configuring resources by client request, integrating with newly acquired/introduced hardware, software or networks, or with other formerly non-existent third party resources, or otherwise making changes to managed resources, when such configuration, integration or changes are not warranted nor necessary (a) to manage such resources, or, (b) to keep such resources in good working order. Such Projects are by definition not part of Managed Services, since Managed Services concern themselves with proactively managing, maintaining, troubleshooting, and keeping operational existing resources explicitly covered by a SOW or related INCS Invoice.