

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.
D/B/A SEEMAN HOLTZ,
MARSHAL SEEMAN,
CENTURION INSURANCE SERVICES GROUP, LLC,
BRIAN J. SCHWARTZ,
EMERALD ASSETS 2018, LLC,
INTEGRITY ASSETS 2016, LLC,
INTERGRITY ASSETS, LLC,
PARA LONGEVITY 2014-5, LLC,
PARA LONGEVITY 2015-3, LLC,
PARA LONGEVITY 2015-5, LLC,
PARA LONGEVITY 2016-3, LLC,
PARA LONGEVITY 2016-5, LLC,
PARA LONGEVITY 2018-3, LLC,
PARA LONGEVITY 2018-5, LLC,
PARA LONGEVITY 2019-3, LLC,
PARA LONGEVITY 2019-5, LLC,
PARA LONGEVITY 2019-6, LLC,
PARA LONGEVITY VI, LLC,
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,
VALENTINO GLOBAL HOLDINGS, LLC,
AMERITONIAN ENTERPRISES, LLC,
SEEMAN-HOLTZ CONSULTING CORP.,
CENTURION ISG Holdings, LLC,
CENTURION ISG Holdings II, LLC,
CENTURION ISG (Europe) Limited,
CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP, LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,
SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,
SHPC HOLDINGS I, LLC,

Relief Defendants.

**CORPORATE MONITOR, DANIEL J. STERMER’S MOTION FOR APPROVAL OF
EMPLOYMENT OF MITECH ONE LLC, TO PROVIDE INFORMATION
TECHNOLOGY SUPPORT AND SERVICES, EFFECTIVE
AS OF JUNE 24, 2022**

Daniel J. Stermer, as Court-appointed Corporate Monitor (the “Corporate Monitor”) for the property, assets, and business of the thirty-two (32) corporate entities¹ (collectively, the “Consenting Corporate Defendants”), pursuant to the *Agreed Order Granting Plaintiff’s Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief*, dated September 14, 2021, and the *Agreed Order Granting Corporate Monitor, Daniel J. Stermer’s Unopposed Motion to Expand Corporate Monitorship Estate*, dated January 6, 2022, respectfully moves for entry of an Order approving the employment of Mitech One LLC (“Mitech”), on an exclusive basis, to provide information technology support and/or services to the Corporate Monitor, effective as of June 24, 2022. In support of this Motion, the Corporate Monitor states:

Background

1. On September 10, 2021, the Plaintiff, State of Florida, Office of Financial

¹ The Consenting Corporate Defendants include: NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ, CENTURION INSURANCE SERVICES GROUP, LLC, EMERALD ASSETS 2018, LLC, INTEGRITY ASSETS 2016, LLC, INTERGRITY ASSETS, LLC, PARA LONGEVITY 2014-5, LLC, PARA LONGEVITY 2015-3, LLC, PARA LONGEVITY 2015-5, LLC, PARA LONGEVITY 2016-3, LLC, PARA LONGEVITY 2016-5, LLC, PARA LONGEVITY 2018-3, LLC, PARA LONGEVITY 2018-5, LLC, PARA LONGEVITY 2019-3, LLC, PARA LONGEVITY 2019-5, LLC, PARA LONGEVITY 2019-6, LLC, PARA LONGEVITY VI, LLC, SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC, VALENTINO GLOBAL HOLDINGS, LLC, AMERITONIAN ENTERPRISES, LLC, SEEMAN-HOLTZ CONSULTING CORP., CENTURION ISG Holdings, LLC, CENTURION ISG Holdings II, LLC, CENTURION ISG (Europe) Limited, CENTURION ISG SERVICES, LLC, CENTURION ISG FINANCE GROUP, LLC, CENTURION FUNDING SPV I LLC, CENTURION FUNDING SPV II LLC, PARA GLOBAL 2019, LLC, ALLOY ASSETS, LLC, SEEMAN HOLTZ WEALTH MANAGEMENT, INC. AGENCY ACQUISITION FUNDING, LLC, and AMERICA’S FAVORITE INSURANCE SERVICES LLC

Regulation (the “Plaintiff”) filed a *Consent Motion for Appointment of Corporate Monitor* (the “Consent Motion”), seeking, *inter alia*, the appointment of the Corporate Monitor for the property, assets, and businesses of the initial Consenting Corporate Defendants, as well as a temporary injunction against the Consenting Corporate Defendants and two consenting natural-person Defendants, Marshal Seeman and Brian J. Schwartz (the “Consenting Individual Defendants”).

2. On September 14, 2021, the Court entered an *Agreed Order Granting Plaintiff’s Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* (the “September 14, 2021 Order”), thereby approving and appointing, *inter alia*, Daniel J. Stermer as the Corporate Monitor for the Consenting Corporate Defendants and their affiliates, subsidiaries, successors, and assigns, until further Order of the Court (such proceeding, the “Corporate Monitorship”).

3. On January 6, 2022, the Court entered an agreed order expanding the scope of the Corporate Monitorship to include five (5) additional corporate entities as Consenting Corporate Defendants (together with the September 14, 2021 Order, the “Appointment Orders”).

4. Paragraph 13U of the September 14, 2021 Order provides that the Corporate Monitor is authorized “[t]o choose, engage, and employ attorneys, accountants and other reasonable agents or professionals, as the Corporate Monitor deems advisable or necessary in the performance of the Corporate Monitor’s duties and responsibilities”, and that “[t]he Corporate Monitor and Corporate Monitor’s professionals shall be entitled to reasonable compensation from the assets now held by the Consenting Corporate Defendants or ultimately secured by the Corporate Monitor”, and that “[s]aid compensation shall be commensurate with their duties and obligations under the circumstances, and subject to approval of this Court.”

Relief Requested

5. The Corporate Monitor seeks Court approval to retain Mitech, with offices located at 1217 Manor Drive S., Weston, FL 33326, to provide information technology support and/or services in accordance with that certain *Master Services Agreement* dated June 24, 2022 (the “Agreement”), and as more fully described in statements of work executed by the parties (each a “Statement of Work”). A copy of the Agreement and *Statement of Work* (the “SOW”) dated June 24, 2022, are attached hereto as **Composite Exhibit “A”**.

6. As set forth in the Agreement and accompanying SOW², Mitech will provide the Corporate Monitor with following services (collectively, the “Services”):

- a. Host and maintain two (2) virtualized servers;
- b. Provide an Acronis digital back-up and anti-virus software; and
- c. Provide on-call remote support, if needed.

7. In addition to the Services, Mitech will also assist the Corporate Monitor, if needed, with the direction of technology that best suits the needs and application. As set forth in the Agreement and SOW, Mitech will utilize technology to monitor devices in the scope of the Agreement, 24 hours per day/7 days per week, in real-time, and will establish thresholds for each device it agrees to monitor using appropriate practices for the device, operating system, applications or database residing on the given device.

8. The services to be performed by Mitech shall be performed at such times and places as are mutually convenient to both parties, and Mitech shall provide direction and supervision to the Mitech Personnel (as defined in the Agreement) providing the services.

² The following is a summary of the terms of the Agreement and SOW. The terms of the Agreement and SOW shall control, and parties are urged to review the Agreement and SOW for their complete terms.

9. The initial term of the Agreement and the SOW is for a period of six (6) months from the effective date of the SOW (June 24, 2022) (the “Effective Date”), unless sooner terminated in accordance with the terms thereof or the Agreement. In the event the services under the SOW or any Statement of Work will be performed after the termination date of the Agreement, the Agreement shall be extended as to the SOW or Statement of Work until such time as the services are completed by Mitech.

10. The Agreement, SOW and/or any individual Statement of Work may be terminated upon written notice if the other party materially breaches the Agreement, SOW or the Statement of Work in question and such party does not cure such breach (if curable) within thirty (30) days after written notice of such breach (a “Cause” termination). Upon the termination of the Agreement, SOW and/or any individual Statement of Work by the Corporate Monitor for Cause, the Corporate Monitor shall pay Mitech for services rendered and reasonable fees accrued through the date of termination. In the event Mitech exercises its right to terminate the Agreement, SOW and/or any individual Statement of Work for Cause, or if the Corporate Monitor terminates the Agreement, SOW or any Statement of Work for any reason other than Cause, then an amount equal to 75% of all amounts and fees due and payable by the Corporate Monitor to Mitech under the Agreement, SOW and/or any individual Statement of Work for the period from the date of such termination through the otherwise remaining scheduled term of the Agreement, SOW or such Statement of Work, as applicable, shall immediately be accelerated and due and payable as of the date of such termination (the “Liquidated Damage Amount”).

11. The Corporate Monitor believes that the afore-described Liquidated Damage Amount is a fair, equitable, and reasonable sum not disproportionate to the anticipated and probable injuries which would result from breach by the Corporate Monitor and appropriate to

compensate Mitech for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain.

12. As set forth in the Agreement, Mitech has agreed to perform the Services at the rates specified in the applicable Statement of Work. Each Statement of Work will set forth, at a minimum, (i) the complete scope of the services to be performed, (ii) the term for such services, (iii) a primary contact for each party; (iv) the fees for such services; and (v) the place and frequency of invoicing for the services to be performed.

13. As set forth in the Agreement and SOW, Mitech will submit monthly invoices to the Corporate Monitor, according to the below schedule:

Location	Vendor	Model	Quantity	Est Cost	Ext Cost	Specifications
Las Vegas (Data Center)						
Monthly Office Services & Maintenance						
Host and Support VM Servers	Mitech1	N/A	2	\$500.00	\$1,000.00	
Acronis Digital Backup	Mitech1	Acronis	2	\$150.00	\$ 300.00	4 weeks retention
Anti Virus	Mitech1	Bitdefender	2	\$30.00	\$ 60.00	
Monthly Total					\$1,360.00	

14. Charges will be billed by Mitech to the Corporate Monitor based upon the amount of servers, workstations/laptops being managed at any given time. In addition, as set forth in the Agreement, the Corporate Monitor shall be liable for all sales, use, excise and similar taxes related to the Services or any such services set forth in a subsequent Statement of Work, and Mitech is authorized to collect the same from the Corporate Monitor; provided, however, that the Corporate Monitor shall not be responsible for payment of income taxes based on Mitech's net income. Mitech's invoices will list taxes separately.

15. There are no additional expenses anticipated in the performance of the SOW. Should any expenses be required, Mitech agrees that it will first obtain the approval of the Corporate Monitor.

16. The Corporate believes that employing Mitech pursuant to the terms of the Agreement is in the best interests of the estate because Mitech has the experience and resources to efficiently and effectively provide the services as set forth in the Agreement.

17. The undersigned counsel for the Corporate Monitor has contacted counsel for all interested parties prior to the filing of this Motion, and has been advised that the only party who objects to the Motion is Defendant, Marshal Seeman.

WHEREFORE, Daniel J. Stermer, as Corporate Monitor, respectfully requests entry of the proposed Order attached as **Exhibit "B"**, approving the Agreement and accompanying SOW, effective as of June 24, 2022, to provide the services set forth herein and in the Agreement and SOW, and, for such other and further relief as the Court deems just and proper.

Dated: July 12, 2022

Respectfully submitted,

BERGER SINGERMANN LLP
Counsel for Corporate Monitor
525 Okeechobee Boulevard
Suite 1250
West Palm Beach, FL 33401
Tel. (850) 561-3010
Fax (850) 561-3013

By: /s/ Brian G. Rich

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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on July 12, 2022, the foregoing was filed using the Florida Court's E-Filing Portal, which served a copy of the foregoing electronically upon all electronic service parties. I further certify that a true and correct copy of the foregoing was served by electronic transmission upon all parties on the attached Service List.

By: /s/ *Brian G. Rich*
Brian G. Rich

SERVICE LIST

<p>A. Gregory Melchior, Esq., Chief Counsel George C. Bedell, III, Esq., Chief Counsel <i>Office of General Counsel</i> <i>Florida Office of Financial Regulation</i> 200 East Gaines Street Tallahassee, FL 32309 Greg.Melchior@flofr.gov George.Bedell@flofr.gov Sharon.Sutor@flofr.gov <i>Counsel for Plaintiff</i></p>	<p>Scott Alan Orth, Esq. <i>Law Offices of Scott Alan Orth</i> 3860 Sheridan Street, Ste. A Hollywood, FL 33021 scott@orthlawoffice.com service@orthlawoffice.com eserviceSAO@gmail.com <i>Attorney for Defendant Marshal Seeman,</i> <i>Twenty-six Defendant Entities</i></p>
<p>Jeffrey H. Sloman, Esq. <i>Stumphauzer Foslid Sloman & Kolaya, PLLC</i> One Biscayne Tower 2 South Biscayne Boulevard, Suite 1600 Miami, FL 33131 jsloman@sfslaw.com <i>Attorneys for Defendants Brian J. Schwartz and</i> <i>Ameritonian Enterprises, LLC</i></p>	<p>Daniel J. Stermer, Esq. <i>Development Specialists, Inc.</i> 500 W. Cypress Creek Road, Suite 400 Fort Lauderdale, Florida 33309 dsterner@DSIConsulting.com <i>Corporate Monitor</i></p>
<p>Susan Yoffee, Esq. Gary A. Woodfield, Esq. <i>Nason Yeager Gerson Harris & Fumero, P.A.</i> 3001 PGA Boulevard, Suite 305 Palm Beach Gardens, FL 33410 syoffee@nasonyeager.com gwoodfield@nasonyeager.com sdaversa@nasonyeager.com <i>Counsel for The Estate of Eric Charles Holtz</i></p>	<p>Victoria R. Morris, Esq. Andrew C. Lourie, Esq. Kobre & Kim LLP 201 South Biscayne Boulevard, Suite 1900 Miami, FL 33131 Andrew.Lourie@kobrekim.com Victoria.Morris@kobrekim.com <i>Attorneys for Relief Defendant Seeman</i> <i>Holtz Property and Casualty LLC</i></p>
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<p>Harris J. Koroglu, Esq. Shutts & Bowen LLP 200 South Biscayne Boulevard, Suite 4100 Miami, FL 33131 hkoroglu@shutts.com <i>Attorneys for MCM 301 Yamato LLC</i></p>	<p>Angela C. Flowers, Esq. Kubicki Draper 13906 N.E. 20th Avenue, Building 500 Ocala, FL 34470 Af-kd@kubickidraper.com <i>Attorneys for Pelican Capital Management, LLC</i></p>
<p>Adam J. Ruttenberg, Esq. Argent Fox Schiff, LLP 800 Boylston Street, 32nd Floor Boston, MA 02199 Adam.ruttenberg@afslaw.com <i>Attorney for Pelican Capital Management, LLC</i></p>	

COMPOSITE EXHIBIT “A”



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT, together with the applicable Statements of Work and Appendices incorporated herein or which may be added hereto from time to time by agreement of the parties (all of which, collectively, constitutes the Agreement between the parties, the legal terms and conditions of which shall be referred to as the “**Agreement**”) is made as of this June 24, 2022 (the “**Effective Date**”), by and between Mitech One LLC, a Florida Limited Liability Corporation (“**Mitech**”), with its principal offices located at 1217 Manor Drive S, Weston, FL 33326, and the below listed Client (“**Client**”). The parties may be individually referred to herein as a “**Party**,” and collectively, as the “**Parties**.”

Mitech:	Mitech One LLC	Client:	National Senior Insurance, Inc. et al.
Address:	1217 Manor Drive S Weston, Florida 33326	Address:	301 Yamoto Road Suite 2180 Boca Raton, Florida 33431
Attn:	David M. Baruch	Attn:	Daniel J. Stermer, Corporate Monitor
Phone:	<u>(954) 689-2488 x104</u>	Phone:	<u>954-205-9195</u>

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the premises and the mutual covenants, hereinafter set forth, the adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Services and Performance.

1.1 Client hereby engages Mitech, on an exclusive basis, to provide information technology support and/or other services (the “**Services**”) in accordance with the terms and conditions of this Agreement, and as more fully described in statements of work executed by the parties (each a “**Statement of Work**” or “**SOW**”). Each SOW shall set forth, at a minimum, (i) the complete scope of the Services to be performed, (ii) the Term for such Services, (iii) a primary contact for each party, (iv) the fees for such Services and (v) the place and frequency of invoicing for the Services to be performed. An SOW may include additional terms and conditions supplementing this Agreement, however, no such additional terms shall be binding unless expressly agreed to in writing by the parties and such additional terms and conditions shall apply only to that SOW. Each SOW shall be considered a separate order, shall be valid and binding upon its execution by authorized representatives of Client and Mitech and, except as expressly provided herein, shall have no bearing or effect on any other SOW(s). An executed SOW together with this Agreement constitutes the legally binding agreement between Client and Mitech. The work product of any engagement appurtenant to the Services shall be defined, in each case, as “**Deliverables**.”

DS
DMB

DS
DJS



2. **Mitech Personnel and Mitech Status.**

2.1 **Mitech Personnel.** The Services shall be performed by Mitech at such times and places as are mutually convenient to both parties. Mitech shall provide direction and supervision to Mitech employees, workers, personnel, members, subcontractors, independent contractors, agents, or any individual who is not a full-time employee of Mitech (collectively “**Mitech Personnel**”) providing the Services.

2.2 **Mitech Status.** Mitech and Mitech Personnel are not and shall not be construed to be employees of Client, and each such person’s status shall be that of an independent contractor to Client. Neither party is authorized to enter into contracts or agreements on behalf of the other party or otherwise create obligations of such party to any third parties.

3. **Term.**

3.1 This Agreement shall commence on the Effective Date and shall continue for **six (6) months** from the Effective Date unless terminated earlier in accordance with the terms hereof. In the event the Services under any SOW will be performed after the termination date of this Agreement, this Agreement shall be extended as to such SOW until such time as the Services are completed by Mitech.

3.2 This Agreement and/or any individual SOW may be terminated upon written notice if the other party materially breaches the Agreement or the SOW in question and such party does not cure such breach (if curable) within thirty (30) days after written notice of such breach (a “**Cause**” termination). Upon the termination of this Agreement and/or any individual SOW by Client for Cause, Client shall pay Mitech for Services rendered and reasonable fees accrued through the date of termination. In the event Mitech exercises its right to terminate this Agreement and/or any individual SOW for Cause, or if Client terminates this Agreement or any SOW for any reason other than Cause, then an amount equal to 75% of all amounts and fees due and payable by Client to Mitech under the Agreement and/or any individual SOW for the period from the date of such termination through the otherwise remaining scheduled term of this Agreement or such SOW, as applicable, shall immediately be accelerated and due and payable as of the date of such termination (the “**Liquidated Damage Amount**”). Mitech and the Client agree that the afore-described Liquidated Damage Amount is a fair, equitable, and reasonable sum not disproportionate to the anticipated and probable injuries which would result from breach by the Client and appropriate to compensate Mitech for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. Nothing contained herein shall be construed as prohibiting Mitech from pursuing any other equitable remedies available to it for such breach or threatened breach. This paragraph 3.2 shall survive the termination or expiration of this Agreement.

3.3 In addition to its right to terminate this Agreement, Mitech may elect to suspend its Services under this Agreement or any SOW at anytime that Client is in breach of its obligations hereunder or thereunder (without regard to whether any applicable cure period has expired without cure by the Client). In no event shall the decision by Mitech to suspend its provision of any or all of its Services pursuant to the terms hereof relieve Client of its payment obligations for any of such suspended



Services and Client shall continue to remit payment to Mitech for all of such Services provided prior to suspension in a timely manner, all in accordance with the terms and conditions hereof.

4. **Payment.**

4.1 As consideration for the performance of the Services, Client shall pay Mitech for the Services as specified at the rate referenced on the applicable SOW. Client is liable for all sales, use, excise and similar taxes related to such Services and Mitech is authorized to collect the same from Client; provided, however, Client shall not be responsible for payment of income taxes based on Mitech’s net income. Mitech’s invoices shall list taxes separately.

4.2 Client will pay all charges, fees and other amounts shown on any invoice provided by Mitech, except disputed amounts, within **fifteen (15) days** of the invoice date. **All Invoices are due and payable by the first (1st) of each month prior to services being delivered.** Any amount that is not received by Mitech within **thirty (30) days** of the invoice date (except disputed amounts) or that is otherwise not paid when due under this Agreement will bear interest at the rate of one and one-half (1.5%) percent per month (or, if less, the highest rate permitted by law) until paid in full. The payment of such interest shall be in addition to all other rights and remedies Mitech may have as a result of any failure by Client to make any payment.

4.3 Client shall be liable for the payment of all reasonable fees and expenses, including reasonable attorneys’ fees incurred by Mitech in collecting, or attempting to collect, any charges or fees owed hereunder.

4.4 In addition to the foregoing, Client shall reimburse Mitech for reasonable and necessary travel and out-of-pocket expenses associated with the Services to be performed pursuant to the applicable SOW. Any requests by Mitech for reimbursement of travel and expenses under this Agreement must be supported by original bills or vouchers.

5. **Restrictions on Use and Disclosure of Confidential Information.**

It is recognized and understood by both parties that in connection with this Agreement it may be necessary for one party hereto (hereinafter “**Owner**”) to disclose to the other party (hereinafter “**Recipient**”) various documents and/or materials which Owner deems and Recipient should consider proprietary and confidential and of independent economic value to Owner, actual or potential, regardless whether otherwise protectable under any law, and regardless of protections, lack of markings or dissemination. As a condition to the parties furnishing any such non-public, confidential or proprietary information (whether written or oral), herein collectively referred to as the “Confidential Information,” the parties agree as follows:

For purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, all of the terms and conditions of this Agreement (including any rights and/or obligations arising under this Agreement and any act or omission relating to any of such rights and/or obligations), all reports and other information provided by either party or by an agent retained by such party hereunder, and any information (whether oral,



written, visual, fixed in any tangible, or intangible (including, without limitation, electronic or magnetic) medium of expression, or in any other format or medium, and whether coded or uncoded format) relating to Owner's services, operations, systems, programs, inventions, techniques, customers and prospective customers, contractors, cost and pricing data, trade secrets, know-how, processes, plans, designs, software, technology, Individual Information and any other information of or relating to Owner. Notwithstanding the foregoing, Confidential Information will not include such information which: (i) is or becomes generally available to the public other than as a result of a wrongful disclosure (directly or indirectly) by Recipient, its employees, or its agents; (ii) was or becomes available to Recipient on a non-confidential basis from a source other than Owner, provided that such fact is evidenced in writing and that such source is not bound by a confidentiality agreement with Owner; (iii) is developed by Recipient independently of Owner's Confidential Information; or (iv) was known to Recipient before it was disclosed to Recipient by Owner (collectively, the "**Confidential Information Exceptions**"). Unless otherwise specified by Owner or excluded pursuant to the terms of this Agreement, all information discussed, disclosed, or in any way provided by Owner in connection with this Agreement will be considered proprietary and confidential.

Recipient agrees that all Confidential Information provided by Owner shall be treated as proprietary and confidential to Owner and Recipient will not disclose or permit disclosure by any of its Representatives of, either directly or indirectly, such Confidential Information to any third party (excepting Recipient's current employees, officers, shareholders, members or directors or legal or financial representatives (collectively, "**Representatives**") who have a need to know such Confidential Information) unless and until Recipient has obtained the prior written consent of Owner. Without limitation to Recipient's obligations, Recipient agrees to safeguard all Confidential Information with at least the same degree of care to avoid disclosure as Recipient uses to protect its own proprietary and confidential information. As a condition to such Confidential Information being furnished to Recipient and/or its Representatives, Recipient agrees to treat any Confidential Information concerning Owner (whether prepared by Owner, its advisors or otherwise) which is furnished to Recipient or to its Representatives by or on behalf of the Recipient in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth. Recipient further agrees that, no such Confidential Information will be knowingly or negligently misappropriated or used by Recipient and/or its Representatives, in whole or in part, for their own benefit or for the benefit of others, except in connection with this Agreement or actions arising there from or related thereto upon the agreement of Owner and Recipient as to the use of such Confidential Information. All use of Confidential Information or other information and any derivations thereof arising there from or related to the Agreement shall be and inure solely to Owner's right, title, interest and benefit (including all intellectual property rights or interests relating thereto or arising there from, worldwide and in perpetuity, in all media now known or hereafter developed), and in no event will Recipient knowingly or willfully permit Confidential Information to be used by any person in competition with or to the detriment of Owner. In any event, the parties will be fully responsible for any actions by their respective Representatives that are not in accordance with the provisions hereof.

With respect to any particular Confidential Information received by a Recipient hereunder, the obligations under this Section 5 shall remain in full force and effect for a period of two (2) years after the date of Recipient's receipt of the particular Confidential Information in question, after which time they shall expire as to such particular Confidential Information.



6. Intellectual Property Rights.

6.1 Client Content; Limited License to Use. As between Client and Mitech, Client shall own all right, title and interest in and to any Client Content (i.e. any and all information provided, inputted, accessed, used or uploaded that is required for the provision of Services by Client or by Mitech at Client's direction). During the term of this Agreement, Client grants to Mitech a limited non-exclusive license to use the Client Content solely for all reasonable and necessary purposes required or contemplated by this Agreement and for Mitech to perform the Services as contemplated hereunder. Mitech shall not assign, transfer, sell, license, sublicense or grant any or its rights to the Client Content to any other person or entity. Mitech acknowledges that the Client Content constitutes proprietary information and/or trade secrets of Client or its providers and that the Client Content is or may be protected by U.S. copyright, trade secret and similar laws and certain international treaty provisions. This Agreement does not transfer or convey to Mitech or any third party any right, title or interest in or to the Client Content or any associated intellectual property rights, but only a limited right of use revocable in accordance with the terms of this Agreement.

6.2 Software, Documentation and Services. As between Client and Mitech, Mitech shall own and reserves all right, title and interest in and to its software, proprietary methodologies for delivery of its Services used by Mitech including, but not limited to, descriptions of the Services, document templates, and project tools ("**Mitech Tools & Methodology**"). Client acknowledges that the Mitech Tools & Methodology constitute proprietary information and trade secrets which are the sole and exclusive property of Mitech or its licensors and that the Mitech Tools & Methodology are protected by U.S. copyright, trade secret and similar laws and certain international treaty provisions. This Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Mitech Tools & Methodology or Services or any associated intellectual property rights, but only a revocable limited right of "use" in accordance with the terms of this Agreement. Client acknowledges that the Mitech Tools & Methodology are Confidential Information as defined herein. Mitech grants to Client, at no additional charge, a worldwide, non-exclusive, nontransferable license to use the Mitech Tools & Methodology internally in connection with any deliverables identified in the applicable SOW during the Term identified in the applicable SOW.

7. Indemnification.

For purposes of this Agreement, "**Losses**" will include, but not be limited to, losses, costs, claims, damages, legal fees (including, but not limited to, fees and disbursements of counsel incurred by Client in any action or proceeding between Client and Mitech or between Client and any third party), liabilities, penalties and expenses, subject in all cases to the limitations set forth in Section 8 hereof.

Except to the extent that any Losses result from or are caused by the willful misconduct or negligence of Client or its directors, officers, employees or by any person or entity acting on behalf of or under control of Client, Mitech agrees to indemnify, defend and hold Client harmless, including the Client subsidiaries and their respective officers, directors, employees, agents, successors and permitted assigns thereof (each of the foregoing being hereinafter referred to individually as a "**Client Indemnified Party**") from and against any and all Losses that may be sustained by such Client Indemnified Party by



reason of any (a) third party claims that result from any injury of or damage or death to any person or real or tangible property to the extent proximately caused by the negligence or willful misconduct of Mitech or its directors, officers, employees or by any person or entity acting on behalf of or under control of Mitech; or (b) third party claims that any Services or Deliverables or any portion thereof, actually or allegedly, involve misappropriation of a trade secret or infringe a copyright, trademark, or United States patent right or other proprietary right of any third party.

Except to the extent that any Losses result from or are caused by the willful misconduct or negligence of Mitech or its directors, officers, employees or by any person or entity acting on behalf of or under control of Mitech, Client agrees to indemnify, defend and hold Mitech harmless, including any Mitech subsidiaries and their respective officers, directors, employees, agents, successors and permitted assigns thereof (each of the foregoing being hereinafter referred to individually as a “**Mitech Indemnified Party**”) from and against any and all Losses that may be sustained by such Mitech Indemnified Party by reason of any (a) breach or violation of any warranty, representation, term or condition of this Agreement by the Client or (b) claim of personal injury, death, or damage to property or the environment arising from any act, action or omission of the Client, its agents, employees or any subcontractors.

This indemnification shall survive the expiration or termination of this Agreement by either party for any reason.

8. **Limitation of Liability**

MITECH SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OR PROFITS, LOST BUSINESS OR LOST SAVINGS, ANTICIPATED OR OTHERWISE (EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT MITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE). A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF MITECH, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR THEN DUE AND PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) DAMAGES CAUSED BY A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (B) A PARTY’S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT.

This Section shall survive the termination of this Agreement.



9. **Assignment.**

This Agreement may not be assigned by the Client without the prior written consent of Mitech, which consent will not unreasonably be withheld or denied. Mitech shall be entitled to assign this Agreement to a successor in interest, successor by merger or other purchaser of all or substantially all of the assets of Mitech, without any consent by Client. Mitech shall be entitled to subcontract work to be performed under this Agreement, but in all events, Mitech shall retain responsibility for all such work and Services. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns and permitted transferees.

10. **Choice of Law and Venue.**

This Agreement shall be governed by the laws of the State of Florida, excluding principles of conflicts of laws. The Parties acknowledge and agree that all Services are contracted for and delivered in the State of Florida, notwithstanding the location of their receipt, and accordingly, the laws of the State of Florida shall govern all matters related to this Agreement. Any action, suit or proceeding brought by either Party shall be brought only in the United States District Court for the Southern District of Florida, or any Florida state court located in Broward County, Florida. The parties irrevocably waive any claim that any action, suit or proceeding brought in such court has been brought in an inconvenient forum and agree to submit to personal jurisdiction in such court. The parties agree irrevocably to waiver of any right to trial by jury in any proceeding relating to this Agreement.

11. **Integration; Amendment.**

11.1 This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

11.2 To the extent any of the terms and provisions of this Agreement are inconsistent with any prior proposal, communication or agreement, whether written or oral, regarding the Services, the terms of this Agreement shall control. Notwithstanding anything to the contrary contained herein, Mitech agrees that the terms of this Agreement shall supersede any preprinted terms or conditions on any other document issued pursuant hereto and shall supersede any supplementary documentation, including, but not limited to Mitech's quotation, acknowledgment, invoice or similar documents. Moreover, SOWs issued during the Term will be governed by the terms of the Agreement even if such SOWs lack an express reference to the Agreement, except if such SOWs reference a separate applicable agreement between the parties.

11.3 The terms and provisions of this Agreement shall not amend any obligation that either party may have under any other independent, distinct agreement, not relating to the provision of the Services described herein with the other.



12. **Cumulative Remedies.**

Termination of this Agreement and/or any applicable SOW regardless of cause or nature shall be without prejudice to any other rights for remedies of the parties. Except as otherwise stated in this Agreement, or remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.

13. **Notices.**

No notice or other communication shall be deemed given unless sent in any of the manners, and to the persons, as specified in this paragraph. Any required notices on this Agreement shall be in writing and shall be deemed validly delivered if sent by hand (in which case delivery shall be deemed to be effective immediately), or by overnight mail (in which case delivery will be deemed to have been effective one (1) business day from the date of mailing), or by first class prepaid postage, return receipt requested (in which case delivery will be deemed to have been effective on the earlier of receipt by the addressee, as evidenced by return receipt thereof, and five (5) days from the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effective on the date the transmission was sent), any such notice to be sent to the contact for Mitech and/or Client on page 1 of the Master Services Agreement or to such other address as a Party shall hereafter designate in writing to another Party.

The names, addresses and corporate titles for notifications given pursuant to this Agreement may be changed by means of a written notice given to the other party.

14. **Severability.**

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. **Third-Party Beneficiaries.**

Except is expressly set out herein, the Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

16. **Further Assurances.**

The Parties shall, with reasonable due diligence and at their own cost and expense, cooperate fully with each other to take further action and/or provide all such further assurances as may be reasonably required



or appropriate to better evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intent, purposes and obligations of this Agreement or to show the ability to carry out the intent, purposes and obligations of this Agreement.

17. **Force Majeure.**

Except for any obligations relating to the protection of or restrictions applicable to the other party's confidential information or intellectual property or payment of fees and costs due hereunder, neither party shall be liable to the other or be regarded as being in breach of this Agreement by reason of any failure or delay in performance of its obligations to the extent such failure or delay arises (and only for the duration that the affected party is precluded from performing) as a result of acts of God, fire, disaster, explosion, vandalism, storm, adverse weather conditions, strikes, labor disputes or disruptions, epidemics, wars, national emergencies, riots, civil disturbances, actions or inactions of government authorities, terrorist acts, lockout, border delays, failures or interruptions of utilities or telecommunications equipment or services, system failures or any other cause or event that is beyond the reasonable control of that party (collectively a "force majeure" event), provided the party so prevented from meeting its obligations under the Agreement informs the non-affected party in a reasonable manner and time and makes all commercially reasonable efforts to meet its obligations under this Agreement despite the occurrence of such an event. The non-affected party's obligations under this Agreement shall, at its option, also be suspended until such time as the affected party's performance is restored.

18. **Attorneys' Fees.**

Notwithstanding any limitation herein, in any litigation between the parties hereto arising out of or with respect to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and court costs.

19. **Non-Solicitation and Hire.**

Each party agrees that, without the prior written consent of the other, that it (and its affiliates) will not during the Term hereof and for a period of twelve (12) months after the termination of this Agreement for any reason, directly or indirectly, solicit for employment nor employ any employee of the other party



or its affiliates (or whom was an employee of the other party or its affiliates at anytime within 6 months of any such solicitation or date of prospective hire).

20. **Survival.**

Each party's representations, warranties and obligations under Sections 4 through 21 of this Agreement will survive the expiration, termination or rescission of this Agreement and continue in full force and effect, except as set forth in Section 5 hereof.

21. **Counterparts; Electronic Copies of Original Agreement Valid as Original.**

For the convenience of the parties, copies of this Agreement and any SOW pursuant to it may be executed in two or more counterparts. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding and all of such copies together shall constitute one instrument. Facsimiles and scanned images of original signatures are considered valid as original signatures. In addition, images of the original of this Agreement with original signatures and any SOW pursuant to it may be stored electronically. The parties intend that electronic copies or images reproduced from the electronically stored original Agreement or SOW shall be valid as an original.

[Signature Page Follows]



IN WITNESS WHEREOF, Client and Mitech, each acting with proper authority, have executed the Agreement, to be effective as of the date first above written.

Mitech One LLC

National Senior Insurance, Inc. et al.

By: ^{DocuSigned by:} David M Baruch
B8769158465C47F...

By: ^{DocuSigned by:} Daniel J. Stermer
C50A9A6A98814B0...

Name: David M Baruch

Name: Daniel J. Stermer

Title: Managing Partner

Title: Corporate Monitor

[Standard MSA; Last Updated June 27, 2018]

^{DS} DMB ^{DS} DJS

May 23, 2022

mitech one

Secure and Professional IT Support

STATEMENT OF WORK *Hosted Servers & Server Support #0523202242*

National Senior Insurance Inc. et al.

SCOPE FOR:

Monitoring & Maintenance

PRESENTED TO:

Mr. Daniel Stermer

E-mail: dsterner@dsicconsulting.com

PREPARED BY:

Mitech One, LLC



Relationship To Master Services Agreement

This document constitutes a "Statement of Work" or "SOW" within the meaning of that certain Master Services Agreement between Mitech One and the Client dated as of this June 24, 2022 (the "Master Services Agreement" or "MSA"). Except where the terms of this SOW supplement or expressly replace terms of the Master Services Agreement, all Services provided under this SOW are subject to, and governed by, the terms of the Master Services Agreement, with this SOW becoming a part of such MSA as to the Services provided hereunder. Any defined terms used in this SOW and not otherwise defined herein, will have the same meaning as ascribed to them in the MSA.

the MSA.



Table of Contents

SECTION A: SCOPE OF MANAGED SERVICES..... 4

1. Help Desk Support (Remote) 4

2. Help Desk Support (Onsite)..... 4

SECTION B: DELIVERABLES..... 4

1. Strategic Infrastructure Planning 4

2. Monitoring 5

3. Server Administration 5

4. Active Directory Administration (not required) 6

5. Network Administration (not required) 6

6. Firewall Administration (not required) 6

7. Virus Control Software Management 6

8. Backup Management 6

9. Server Patch Management 7

10. SAN Administration (not required) 7

11. SQL Server Administration (not required) 7

12. Third Party Application Support and Upgrades 8

13. New Site Deployments (not required) 8

14. Consumables 8

15. Travel Expenses 8

16. Out of Scope Services..... 8

a. Land Line Phone System support 8

b. Network cabling 8

c. Website support 8

d. Firewall Log review 8

e. Compliance or Certifications Requests (HIPPA / PCI) 8

21. Assumptions and Client Responsibilities 9

22. Commitment 11

ADDENDUM A..... 13



Section A: **Scope of Managed Services**

Mitech One LLC will **Host and maintain (2) VM server and (0) individual employee workstations** with helpdesk support and onsite support. Infrastructure Managed Services is a broad term that can encompass multiple areas within your organization. As we have discussed, your goal is to allow **Mitech One** to manage certain key elements of your infrastructure. The following activities are included in the monthly fee described in the Pricing section of this SOW.

1. Monitor and Maintain (2) hosted virtualized servers
2. (2) Kaseya / Acronis back-ups (include 1 day full / 6 days differential / 30-day retention)
 - a. 48–72-hour server recovery time per instance
3. On-call Remote Support as needed.
4. Migration of data (2) hosted servers

The services listed above will also involve the following activities:

1. Help Desk Support (Remote)

- a. Users will have access to M1 help desk
- b. Email and Telephone Support
- c. Monitoring, Updates and reporting
- d. Help Desk Ticket tracking

2. Help Desk Support (Onsite)

- a. Same day response on emergencies
- b. High end solutions with standard or above standard results
- c. Knowledge of your network by an authorized engineer
- d. Help Desk Ticket tracking

Section B: **Deliverables**

Mitech One will deliver monitoring services which includes **(2) Hosted Server and (0) individual employee workstations**. If needed, Mitech One will also assist client with direction of technology that best suits needs and application.

1. Strategic Infrastructure Planning

As your business evolves there may be additional infrastructure required to support that growth. These discussions occur on a periodic basis and are the framework for ensuring that your IT infrastructure can support your business's growth. This service involves periodic meetings or calls to discuss the following topics and recommended changes to your infrastructure to support the needs of your business.

- a) Strategic issues facing your company that require infrastructure support
- b) Help desk tickets resolved during the period
- c) Device Monitoring Analysis
- d) Any incidents, breaches, unscheduled down-time, unscheduled system unavailability, or any failure to comply with the service level agreement



2. Monitoring

Mitech One will utilize technology to monitor devices in the scope of this agreement 24 x 7, real-time, as they happen. By proactively monitoring your environment we are able to head off many issues before they cause work stoppage or interruption.

Mitech One will establish thresholds for each device it agrees to monitor using appropriate practices for the Device, Operating System, applications or Database residing on the given device. Specific areas of responsibility include:

- a) Hardware Availability
- b) Internet Connectivity
- c) Firewall Performance
- d) Server Performance
- e) Failover/Clustering and Hyper-V Monitoring
- f) Network Backup Completion
- g) Anti-Virus Threat Detection
- h) Service Availability
- i) Database Status

3. Server Administration

This service manages your physical and virtual (if applicable) servers are managed on an ongoing basis to enhance uptime and meet the SLA's defined below. Specific areas of responsibility include:

- a) The Server is running and performing within expected guidelines
- b) Processor utilization is within acceptable guidelines
- c) Drive arrays are operating in an optimal manner
- d) The Server has ample storage capacity
- e) Memory utilization is within acceptable limits
- f) Network utilization is within acceptable limits
- g) Any serious errors in the Windows logs are addressed
- h) Confirm adequate data protection defined by **Mitech One's** acceptable backup strategies
- i) Confirm backups are completing as scheduled
- j) Perform regularly scheduled test restores to validate backup data



- k) Install operating system security updates, patches and service packs
- l) Apply applicable application service packs and patches

4. Active Directory Administration (not required)

This service ensures that your Active Directory environment is managed on an ongoing basis. Please see Appendix 1 for a complete list of Active Directory environments included in this scope of services. Specific areas of responsibility include:

- a) Adding, Editing and Removing Users & Security Groups
- b) Create and update Group Policy Objects as appropriate
- c) Maintain Trust relationships with Trusted Domains
- d) Confirm Replication is successfully taking place at an appropriate interval and operating as efficiently as possible

5. Network Administration (not required)

This service manages your network environment on an ongoing basis. Specific areas of responsibility include:

- a) Routers
- b) Switches
- c) Wireless Routers

6. Firewall Administration (not required)

This service manages your firewall environment on an ongoing basis. Specific areas of responsibility include:

- a) Firewall rule review
- b) Firewall rule updates
- c) Installation of available firmware (if required)

7. Virus Control Software Management

This service provides review of your devices for appropriate virus control software in place. **Mitech One** will monitor the existing Antivirus software, provided by **Mitech1**. Mitech One Does not provide any representation or warranty as to the efficiency of any Antivirus software program.

8. Backup Management

This service monitors your critical data is backed up appropriately. A service window will be established to perform backups. Specific areas of responsibility include:

- a) Backup jobs run and complete within acceptable guidelines



- b) Establish a multigenerational backup procedure that meets the requirements of your company
- c) Backup Testing will be performed on a periodic basis upon client request.

9. Server Patch Management

Microsoft provides server updates on the second Tuesday of each month. This service manages and facilitates your servers are patched in a timely manner. Following the release of new patches, they are evaluated, and then applied to your production environment according to a mutually agreed upon weekly maintenance window. Please note, patching only covers incremental patches of software, it does not include major version upgrades. Patching is only for Microsoft server products; it does not include third party products. Specific areas of responsibility include:

- a) Device configuration backup
- b) Patch Installation
- c) Restarting of the device to ensure it starts as expected
- d) Application of the roll back if the device does not behave as expected

10. SAN Administration (not required)

This service ensures that your SAN environment is managed on an ongoing basis to maximize uptime and meets the SLA's defined below. Specific areas of responsibility include:

- a) Provisioning new Volumes and LUN's
- b) Ensure Fiber Channel Zoning is provisioned correctly and all LUNs are masked to the appropriate host group
- c) Install appropriate scheduled firmware updates to SAN controllers and Expansion Shelves
- d) Ensure Disk Arrays are operating within acceptable thresholds
- e) Make recommendations for the procurement of additional disk space as appropriate

11. SQL Server Administration (not required)

This service ensures that your SQL Server environment(s) are operating efficiently. Specific areas of responsibility include:

- a) Ensure SQL Server is running and servicing calls
- b) All monitored databases are online
- c) The appropriate SQL Server services are running
- d) Backup jobs are running properly



12. Third Party Application Support and Upgrades

Your business utilizes certain software that is outside the domain expertise of our team. At your request, we will endeavor to work with you and the vendor to support, apply patches and upgrade the software as requested.

13. New Site Deployments (not required)

Business expansion that requires additional physical locations also require the planning, setup and deployment of devices required to support that new location.

14. Consumables

Any new Server, Network Device and Software, replacement parts, network upgrades and associated services are not offered as part of this SLA.

15. Travel Expenses

Any expenses related to travel will be billed. These expenses may include: airfare, etc., out-of-town costs (hotels, meal allowances, long distance, etc.), travel costs (mileage driven by our consultants in getting to your location which exceeds their normal commute to/from our office).

16. Out of Scope Services

There are several additional components of an organization's IT Infrastructure that will require setup and/or maintenance on a periodic basis. The following list of services **(a thru e)** will not be provided to "Client". "Client" should make arrangements with third party providers for this service. Support services required or requested outside the scope of this agreement may not be exchanged for days or services within this agreement.

a. Land Line Phone System support

Mitech One does not support land line based or VOIP phone systems. These systems must be supported by either the client or a third party provider.

b. Network cabling

This includes office space rewiring, patch cables, etc.

c. Website support

Mitech One does not host or support public websites.

d. Firewall Log review

Mitech One can recommend third party providers for this service upon request.

e. Compliance or Certifications Requests (HIPPA / PCI)

Mitech One can recommend third party providers for these types of services upon request.



21. Assumptions and Client Responsibilities

The assumptions and Client responsibilities outlined below are an integral part of the SOW and the Services to be provided hereunder, and they are critical to the success of the project. Client agrees to comply with the following responsibilities:

- 1. Client Team Point of Contact** – This allows us to gather and relay information, setup emergency after hours contact options, and deliver the monthly Managed Services reports.
- 2. Advance Notice of Server/Device Reboot** - "Client" agrees to notify **Mitech One** when "Client" or other third party chooses to reboot a device. This notification must be provided at least 60 minutes in advance. This will allow **Mitech One** to suspend monitoring, and avoid unnecessary alerts.
- 3. Remote Access** - This Agreement and support services herein are contingent on "Client" permission of **Mitech One** having secure remote access into "Client" network. **Mitech One** will create network support accounts for monitoring and troubleshooting purposes. The passwords for these accounts are highly sensitive and will not be revealed to the Company.
- 4. Supported Operating Systems** – This contract only covers supported Microsoft Operating Systems for desktops and servers.
- 5. Supported Mobile Devices** – Mobile devices will only be supported if the device supports the version of Exchange implemented for the customer but only with 'commercially reasonable effort' expectation or result.
- 6. Third Party Support** - "Client" will maintain active Third Party vendor support contracts should **Mitech One** need to leverage vendor support for such devices or applications. **Mitech One** will support such Third Party applications and devices on a 'commercially reasonable effort' basis. Any Third Party support costs ("pay per incident" support) remains the responsibility of "Client"
- 7. Internet Access for Remote Users** – Remote users who cannot get internet access while travelling can contact **Mitech One** for assistance. This assistance will be provided on a "best effort" basis.
- 8. Maintenance Windows** – **Mitech One** and Company will mutually agree to standard operating times and maintenance windows.
- 9. Virus Control** – The existing Antivirus, provided by "Client or Mitech One", will be deployed across the entire environment. To avoid conflicts, no other virus control products should be utilized.
- 10. Periodic reboots** – periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. **Mitech One's** support services within this agreement are predicated upon the "Client" support and commitment to providing time/scheduling for network device reboots with its staff and/or users support. **Mitech One** will provide "Client" with reasonable prior written notice of the need for any reboots and **Mitech One** will do its best to schedule periodic reboots on a date and time that causes the least interference with "Client" normal business operations.
- 11. Consumables** – all hardware and or/software purchases are outside the scope of this agreement.



12. On Site Visits – any on-site visits require a representative of the company to be available at the customer location unless agreed to, and approved by “Client and **Mitech One**”.

13. Spare Desktop Equipment – to facilitate quicker turn around on desktop issues, we suggest that one or more spare desktops be kept in reserve by “Client” should a machine need to be completely rebuilt.

Without limiting the generality of the foregoing, Mitech One’s performance of its Services may be dependent on Client’s timely and effective response to Mitech One’s inquiries or document requests and/or the quality or accuracy of data or records provided to Mitech One. The failure of Client to respond to Mitech One’s inquiries or document requests in a timely manner, to comply with one or more of the foregoing 15 enumerated items, and/or provide usable data or records may result in Mitech One being unable to provide timely Services, delay Mitech One’s production of any deliverables, and/or Mitech One otherwise being unable to adequately perform all or some of the Services or complete the engagement. If

Mitech One is unable to perform all or some of the Services or complete the engagement due to Client’s failure to respond to Mitech One’s inquiries or document requests in a timely manner, or to otherwise comply with the foregoing requirements, Client shall nonetheless remain obligated to compensate Mitech One pursuant to the terms set forth in Section C herein.

VI. Support Hours, Mechanisms and Response SLA

1. Support Hours

Mitech One’s standard support hours are 9AM to 5 PM Eastern Time, Monday thru Friday, excluding Holidays. These holidays will be communicated in advance. Support is available 24/7/365 for Emergency / business critical issues.

2. Support Requests

The following services are designed to operate as a first point of contact for technical support requests. When the need for technical support arises, clients have the following options for submitting or tracking issues:

1. Phone – Support requests can be made by telephone (954-689-2488 x101) to the Help Desk to speak with the Dispatcher to report the problem. All support requests are logged into **Mitech One’s** service database for tracking and follow-up purposes. The Help Desk will attempt to resolve basic issues. Support requests placed afterhours or of an urgent nature should be called into the toll free number above.

2. Email – Support requests can be made by email (**support@mitech1.com**) to the Help Desk. All email requests are logged into **Mitech One’s** ticketing database for tracking and follow-up purposes. The Help Desk will attempt to resolve basic issues.

3. Online - Support requests can be entered directly into the **Mitech One** ticketing portal. Please note - Urgent or afterhours support should be called into our main number to avoid delays.

4. On-site support – in most instances on-site support (either during or after the Support Hours defined in Addendum A) can be provided as needed so long as reasonable advanced notice is provided (minimum of 2 days).

Severity Rankings and Response Times (See Addendum A)



The Client representatives will contact the Help Desk for all support requests via one of the mechanisms noted above. The Help Desk team will create a support request in the **Mitech One** ticketing system and assign a priority. Due to the different reasons why a customer may call the Help Desk for support, **Mitech One** has structured a response plan to address the most critical issues first. When the Client representative opens a support request, they should indicate the priority of the request by using the severity type described below. The Help Desk will assign the actual priority on the ticket. **Mitech One** will meet the initial call response times as set forth below.

22. Commitment

1. Period of Service (See Master Service Agreement)

This SOW shall be effective as of the date of this SOW executed by "Client" and shall be for an initial term of **six (6) months** unless sooner terminated in accordance with the terms hereof, or the Master Service Agreement. "

2. Continuance / Automatic Renewal

This SOW shall renew automatically at the end of the then current term for a period of **six months (6)** unless Mitech One or the Client delivers written notice to the other at least **30 days** prior to the end of the then current term that it is electing not to renew this SOW. Any non-renewal or termination of this SOW shall not otherwise effect the Master Services Agreement except to the extent expressly provided therein.

Section C: Fee, Invoicing and Schedule

The Fee for the labor services and software/equipment is listed. Mitech One will submit invoices according to the below schedule:

Location	Vendor	Model	Quantity	Est Cost	Ext Cost	Specifications
Las Vegas (Data Center)						
Monthly Office Service & Maintenance						
Host and Support VM Servers	Mitech1	N/A	2	\$500.00	\$1,000.00	
Acronis Digital Backup	Mitech1	Acronis	2	\$150.00	\$300.00	4 weeks Retention
Anti Virus	Mitech1	Bitdefender	2	\$30.00	\$60.00	
Monthly Total					\$1,360.00	

*Monthly charges are billed based on amount of servers, workstations / laptops being managed at any given time. Additional computers are added and billed the following month after deployment. *There are no additional expenses anticipated in the performance of this SOW. Should any expenses be required, Mitech One will obtain Client's prior approval.



Section D: **Change Control**

Mitech One or Client can request a change order at any time during the scope of the Services provided under this SOW. Changes to the Services include anything that has a material effect on the scope, fee, deliverables or duration of Services or Deliverables hereunder. Mitech One, working with the Client, will evaluate each change order request as they are submitted. This Statement of Work will be amended to reflect mutually accepted changes to the scope of the Services. Both Mitech One and Client must agree to all aspects of the change order request before this Statement of Work is amended.

Section E: **Acceptance**

Signatures below indicate Client acceptance of the scope, definition of Services to be provided by Mitech One and the terms and conditions provided in the Master Services Agreement, which, except as expressly modified by this SOW, shall govern performance of the Services. Based upon this acceptance, Mitech One will assign resources to this project and begin work.

*Such acceptance indicates the intention of the **National Senior Insurance, Inc. et al.** (Client) to have work begin, to render payment as required and acceptance of the terms of this SOW.*

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written on [June 24, 2022]

National Senior Insurance, Inc. et al.

DocuSigned by:
Daniel J. Stermer
C50A9A6A96814B0...

AUTHORIZED SIGNATURE

Daniel J. Stermer

TITLE Corporate Monitor

MITECH ONE, LLC.

DocuSigned by:
David M Baruch
B8789158465C47F...

AUTHORIZED SIGNATURE

David M Baruch

TITLE Managing Partner



ADDENDUM A Schedule

Support Descriptions

Guidelines for Support request turnaround

Ticket Severity

Severity level indicates the relative impact of an issue on a client's systems or business processes. Support uses the following severity level definitions to classify all support requests:

1. Severity 1 (Critical- 30 minute response time):

- a. A mission critical service is down and no workaround is immediately available.
- b. The server crashes, corrupts data or there is a significant risk of loss or corruption.
- c. A crucial component is not functioning, resulting in the halt of all server and services /operations and critical business impact.

-Note #1: The issue affects a significant number of end-users. No workaround or immediate solution is available.

-Note #2: For Severity 1 and 2 cases it is required to provide consistent updates and information.

-Note #3: For Severity 1 case, if any help from third party vendor is required, it will be provided during their business hours.

2. Severity 2 (High – 2 hour response time):

- a. A client is unable to use an entire component or business-critical feature as described in the documentation and the issue affects a significant number of users.
- b. A significant performance degradation of the control panel or other crucial service (mail/shared hosting/etc.) that causes a high impact on business operations for a significant number of customers.
- c. The issue does not affect existing end users and causes impact only to provisioning of services to a significant number of new end users/clients.
- d. Incorrect/undocumented functionality of components that is preventing mission critical service launch into production.

Note #1: The issue should be reproducible at the moment of ticket creation, so investigation can be performed right after the issue is reported.

Note #2: For Severity 2 cases, if any help from a third party team is required, it will be provided during their business hours.



3. Severity 3 (Normal- 24 hour – 48 hour response time)

- a. A client is able to use desktop; however, there is a non-critical loss of functionality.

Issue affects some, but not all of the users (inability to manage a single account, domain, database particular subscriptions fails, or an order or task failing to complete).

- b. Functionality of some components is impaired, but allows the users to continue using their computer workstations.
- c. Issue is not always reproducible or the issue is intermittent.
- d. Issue is reported for the **development environment** and does not impact the delivery of service.

4. Severity 4 (Low- 48 hour-96 hour response time)

- a. A stable solution or workaround for the issue is provided and the Support Team continues to investigate for the root cause.
- b. A customer is able to use the software; however some minor problems may exist that do not impact delivery of service.
- c. A minor cosmetic issue or general usage questions.
- d. Requests for information about software usage.
- e. Enhancement requests or recommendation for a future product improvement.
- f. Missing or erroneous documentation.

This SOW is valid for 30 days from time of receipt after which this SOW shall become null and void

EXHIBIT “B”

(Proposed Order)

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.
D/B/A SEEMAN HOLTZ,
MARSHAL SEEMAN,
CENTURION INSURANCE SERVICES GROUP, LLC,
BRIAN J. SCHWARTZ,
EMERALD ASSETS 2018, LLC,
INTEGRITY ASSETS 2016, LLC,
INTERGRITY ASSETS, LLC,
PARA LONGEVITY 2014-5, LLC,
PARA LONGEVITY 2015-3, LLC,
PARA LONGEVITY 2015-5, LLC,
PARA LONGEVITY 2016-3, LLC,
PARA LONGEVITY 2016-5, LLC,
PARA LONGEVITY 2018-3, LLC,
PARA LONGEVITY 2018-5, LLC,
PARA LONGEVITY 2019-3, LLC,
PARA LONGEVITY 2019-5, LLC,
PARA LONGEVITY 2019-6, LLC,
PARA LONGEVITY VI, LLC,
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,
VALENTINO GLOBAL HOLDINGS, LLC,
AMERITONIAN ENTERPRISES, LLC,
SEEMAN-HOLTZ CONSULTING CORP.,
CENTURION ISG Holdings, LLC,
CENTURION ISG Holdings II, LLC,
CENTURION ISG (Europe) Limited,
CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP, LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,
SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,
SHPC HOLDINGS I, LLC,

Relief Defendants.

**ORDER GRANTING CORPORATE MONITOR, DANIEL J. STERMER'S MOTION
FOR APPROVAL OF EMPLOYMENT OF MITECH ONE LLC, TO PROVIDE
INFORMATION TECHNOLOGY SUPPORT AND SERVICES,
EFFECTIVE AS OF JUNE 24, 2022**

THIS CAUSE came before the Court on August ____, 2022, upon the *Corporate Monitor*, Daniel J. Stermer's Motion for Approval of Employment of Mitech One LLC, to Provide Information Technology Support and Services, Effective as of June 24, 2022 (the "Motion") filed by the Court-appointed Corporate Monitor Daniel J. Stermer ("Corporate Monitor"). The Motion seeks to retain Mitech One LLC ("Mitech"), on an exclusive basis, to provide information technology support and services to the Corporate Monitor in this case, pursuant to the terms of the Agreement¹ and SOW attached to the Motion as Composite Exhibit "A". The Court, having considered the Motion, the Agreement and SOW, having reviewed the Court file, and being otherwise fully advised in the premises, it is hereupon,

ORDERED AND ADJUDGED that:

1. The Motion is hereby **GRANTED**.
2. The Corporate Monitor is authorized to retain Mitech, on an exclusive basis, effective as of June 24, 2022, to provide the Services to the Corporate Monitor, pursuant to the terms of the Agreement and SOW attached to the Motion as Composite Exhibit "A".
3. The Corporate Monitor is further authorized to enter into any additional Statement of Work with Mitech One LLC, if needed.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed in the Motion.

4. Compensation paid to Mitech shall be in accordance with the rates set forth in the Agreement, SOW or any additional Statement of Work entered into between the Corporate Monitor and Mitech.

DONE AND ORDERED in Chambers at West Palm Beach, Florida this ____ day of _____, 2022.

BRADLEY HARPER
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor

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