

August 25, 2015

Cecile deJongh, Manager  
Southern Trust Company, Inc.  
6100 Red Hook Qtr Ste B3  
St. Thomas, VI 00802

Dear Ms. de Jongh:

The purpose of this Letter of Agreement is to outline the scope of the information technology services that T's Computer Services ("TCS") will perform for Southern Trust Company, Inc. and LSJE (STC/LSJE)

**Services to be Rendered**

TCS agrees to provide the following services for STC:

- (i) Maintenance, service, upgrades, and repairs of Wireless Links (Dragonwave & Redline).
- (ii) Maintenance, service, upgrades, and repairs, of the Access Points ("AP"), Zone Directors and Backup UPS.
- (iii) 72-hour replacement of parts on the APs (2 extra APs will be on hand at all times) Zone Directors and Backup UPS.
- (iv) Maintenance of the Director and Wireless Link
- (v) Provide monthly time logs for hours spent monitoring the STC service, logs to be submitted monthly.
- (vi) Provide monthly time logs for hours spent (including a description of work performed) monitoring the service at LSJE and visits to LSJE to be submitted monthly.
- (vii) TSC will respond to all requests for service within two (2) hours of the request being made.
- (viii) Other services reasonably requested from time to time.

**Fee**

Services will be performed for a monthly fee of \$3,500.00.

**Additional Fees**

Any additional services not specified under "Services to be Rendered" above will be charged at an hourly rate basis at TCS's standard hourly rate of \$45 per hour.

**Agreement Term**

The term of this Agreement shall commence on September 1, 2015 and end on August 31, 2016.

**Payment Terms**

\$3,500 will be paid to TCS at the time of signing of this Letter of Agreement. \$3,500 will be paid on the 1<sup>st</sup> of each month, there after for the remaining term of the contract. A grace period of 5 days will be allowed, a \$10.00 a day charge will be assessed after the 6<sup>th</sup> of each month until payment is received.

**Confidentiality**

TCS and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of TCS, or divulge, disclose, or communicate in any manner, any information that is proprietary to STC/LSJE. TCS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. Upon termination of this Agreement, TCS will return to STC/LSJE all records, notes, documentation and other items that were used, created, or controlled by TCS during the term of this Agreement. Terrence Rabsatt, the owner of TCS, heretofore has executed Confidentiality Agreements with each of STC and LSJE, and nothing provided herein shall be deemed to or shall limit or curtail or otherwise change any of Mr. Rabsatt's obligations under the provisions of such Confidentiality Agreements, which Confidentiality Agreements shall remain in full force and effect.

**Termination**

Both parties may terminate this Agreement at any time by providing each other with ten (10) days prior written notice without any further obligation or compensation.

Sincerely,

Mr. Terrence Rabsatt, Owner  
T's Computer Services  
P.O. Box 10627,  
St. Thomas, U.S. Virgin Islands 00801.

Date \_\_\_\_\_

Acknowledged: \_\_\_\_\_  
Cecile deJongh. Manager, STC

Date: \_\_\_\_\_