Effective June 07, 2024. This Service Attachment for Backup and Disaster Recovery Services supersedes and replaces all prior versions.

Services Attachment for Backup and Disaster Recovery Services

This Service Attachment is between Hogan Technology, Inc. a Massachusetts company (sometimes referred to as "we," "us," or "our"), and the Client found on the applicable Order (sometimes referred to as "you," or "your,") and, together with the Order, Master Services Agreement, Schedule of Services, and other relevant Service Attachments, forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties further agree as follows:

Provider will deliver only the Services itemized in the Services section of the Order. The following is a list of available Managed Services. Additional Services may be added only by entering into a new Order including those Services.

DATA BACKUP AND RECOVERY SERVICE

To the extent ordered by Client, Provider will perform the following services related to backup and disaster recovery:

Local Backups

Description

Using Provider-Owned hardware and software (backup software), backups will be performed on a nightly basis.

Hardware and Software

- The Provider owns the hardware and software agents (backup software) used to perform the backups.

Provider responsibility

- If the Client subscribes to Monthly or Quarterly Server Maintenance, Provider will review the backups during Maintenance and notify the client of backup failures.

Client responsibility

- Notify the Provider of any failures
- If requested, perform simple on-site tasks (e.g., powering down and rebooting hardware).

In connection with the Services that are within the scope of this Service Attachment, we will provide to your designated administrator(s), technical contacts or users: management of the Services by individuals trained in the Services you have selected.

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Setup

Provider will install the Hardware and Application, schedule all backup routines, program appropriate alerts, and ensure a successful initial backup. For all optional plugin services, Provider similarly will install the plugin, set up the applicable schedules, and ensure a successful initial backup.

In the event Client has a large initial backup or limited Internet connectivity, Provider, at its discretion, can require a seed backup to be performed either before online backups can occur, upon any relevant, significant changes to the environment to be covered by the Services (including, without limitation, if new local storage is introduced), or whenever, in Client's or Provider's reasonable discretion, a new baseline backup must be saved. Seed backups are billed at the rate specified in the attached Order.

File Recovery Services

To the extent Ordered by Client, Provider will:

- Remotely perform Client-requested restore operations.
- Perform additional remote responsibilities to manage Client's backup drive and physical inventory.
- Facilitate the ordering of new backup drives as requested by Client.
- Provide remote administrative services as requested by Client.

CLIENT OPERATING ENVIRONMENT

Unless otherwise agreed in writing by the parties, Client must ensure the availability of Client's network, IP WAN connection, and all component systems to be backed up by the Provider backup Service.

In addition, unless otherwise agreed in writing by the parties, Client also must define appropriate backup sets and schedules for those systems to be backed up before Provider may commence delivery of Services under this Attachment. Provider cannot and does not guarantee to successfully back up all open files.

Unless otherwise specifically agreed by the parties, Provider is not obligated to perform any data forensic or restoration operations under this Attachment.

SERVICE FEES AND SUPPORTED DEVICES

Setup Fee

Prior to the delivery of the Services, Provider will charge a Setup Fee in order to connect to Client's environment and to deploy any software or hardware required in order to deliver the Services under this Service Attachment. Provider will identify the Setup Fee in an initial invoice, and Client shall pay the Setup Fee, as set forth in the MSA. Provider shall have no obligation to continue with the delivery of any Services under this Service Attachment until it receives payment for the Setup Fee.

Service Fee

Provider will conduct a monthly inventory of the environment to be covered by the Services and will determine (1) the total number of client installations and optional plugins covered within the

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scope of this Service Attachment (collectively, “Backup Units”), and (2) the volume, if any, of offsite data-storage capacity required to back up Client Data rounded to the nearest gigabyte.

If the number of Backup Units determined by Provider in any month is greater than the number of Backup Units determined at the beginning of the preceding month, Provider (1) will include in its next invoice charges for all additional Backup Units placed in service during the preceding month, and (2) will increase the number of Backup Units invoiced in future months, unless and until Provider determines that the number of Backup Units has decreased.

Client shall pay Service Fees specified in the Order. Any devices backed up via the Services must be limited to equipment accessed only by Client's employees, consultants, contractors, or agents who are authorized to use the Services. Client shall not allow any third parties to access any devices connecting to Services within the scope of this Service Attachment.

The fees to be charged will be based on actual number of Backup Units added to the scope of this Service Attachment, as directed by Client, and on the actual volume of any offsite data-storage capacity required to back up Client Data rounded to the nearest gigabyte, subject to a required monthly minimum of the greater of (1) 50 GB, or (2) the data volume identified in the first month’s invoice for Services. In addition, under no circumstances during the Term may the total number of Backup Units decrease to less than the number of Backup Units indicated on the Order. Provider’s invoices will be based on at least that number, notwithstanding any actual decreases in those numbers. Client shall pay all such charges as set forth in the MSA. The Fees for the Service are stated in the Order.

PROVIDER OBLIGATIONS AND WARRANTY

In addition to delivery of the Services, Provider accepts the following obligations under this Service Attachment:

Data Security and Privacy

In addition to its other confidentiality obligations under this Service Attachment, Provider shall not use, edit or disclose to any party other than Client any electronic data or information stored by Provider, or transmitted to Provider, using the Services (“Client Data”). Provider further shall maintain the security and integrity of any Client Data under Provider’s direct control, in accordance with any parameters described in this Service Attachment.

As between Provider and Client, all Client Data is owned exclusively by Client. Client Data constitutes Confidential Information subject to the terms of the MSA, and shall be returned to Client upon request, provided that Client is current in all payments, termination fees, and third-party service fees. Provider may access Client's User accounts, including Client Data, solely to respond to service or technical problems or otherwise at Client's request.

Maintenance Windows

Routine server and application maintenance and upgrades will occur during scheduled maintenance windows, and some applications, systems or devices may be unavailable or non-responsive during such times.

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Warranty

Provider warrants that the Services will be performed materially in accordance with the service documentation previously provided for the Services in a professional and workmanlike manner.

HOWEVER, PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF YOUR PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. WE HAVE NO OBLIGATION TO PROVIDE SECURITY OTHER THAN AS STATED IN THIS SERVICE ATTACHMENT. WHILE THE SERVICES ARE DESIGNED TO IMPROVE THE PROBABILITY OF THE PROTECTION AND RECOVERY OF INFORMATION COMPARED TO THE CLIENT'S CURRENT METHODS EMPLOYED, PROVIDER MAKES NO CLAIMS OR WARRANTIES THAT DATA BACK-UPS AND DATA / SERVER / DESKTOP RECOVERIES USING THE SERVICES WILL BE ERROR FREE OR THAT ALL RECOVERIES CAN BE PERFORMED WITHIN A CERTAIN TIME FRAME.

IN ADDITION, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT CONVEYS NO WARRANTIES, EXPRESS OR IMPLIED, BY ANY THIRD-PARTY VENDORS OF SOFTWARE PRODUCTS MADE AVAILABLE TO CLIENT BY PROVIDER AND THAT THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

ADDITIONAL CLIENT OBLIGATIONS

Hardware Equipment

Client equipment must be maintained under manufacturer's warranty or maintenance contract or is in working order. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufacturer's warranty or maintenance contracts or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

Minor On-Site Tasks

Provider may occasionally ask you to perform simple on-site tasks (e.g., powering down and rebooting a computer). Client agrees to cooperate with all reasonable requests.

Server Upgrades or Repair

Provider will authorize all server upgrades or repairs. Client agrees not to perform any of these actions without notifying Provider.

Software Media

Client shall obtain and supply all necessary software media with installation keys (if any) upon request.

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Except for any software provided by Provider in connection with the Services, you are solely responsible for obtaining all required software licenses, including all client access licenses, if any, for the software products installed on your computers.

TERM AND TERMINATION

Term

This Service Attachment is effective on the date specified on the Order (the “Service Start Date”). Unless properly terminated by either party, this Attachment will remain in effect through the end of the term specified on the Order (the "Initial Term").

Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO PROVIDER’S THEN-CURRENT TERMS AND CONDITIONS.

Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, then we will deliver those Services on a month-to-month basis. We will continue to do so until one party provides written notice to the other party of its intent to terminate those Services, in which case we will cease delivering those Services at the end of the next calendar month following receipt such written notice is received by the other party.

Early Termination by Client With Cause

Client may terminate this Service Attachment for cause following sixty (60) days’ advance, written notice delivered to Provider upon the occurrence of any of the following:

- Provider fails to fulfill in any material respect its obligations under the Service Attachment and fails to cure such failure within thirty (30) days following Provider’s receipt of Client’s written notice.
- Provider terminates or suspends its business operations (unless succeeded by a permitted assignee under the Agreement).

Early Termination by Client Without Cause

If Client has satisfied all of its obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, Client may terminate this Service Attachment without cause during the Initial or a Renewal Term (the “Term”) upon sixty (60) days’ advance, written notice, provided that Client pays Provider a termination fee equal to fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Term, based on the prices then in effect.

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Termination by Provider

Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment immediately for illegal or abusive Client conduct. Provider may suspend the Services upon ten (10) days' notice if Client violates a third-party's end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days' notice if Client's action or inaction hinders Provider from providing the contracted Services.

Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Attachment, (ii) the Fees under any Project Services Attachment or Statement of Work for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then-prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consents to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.

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