Effective June 7, 2024. This Service Attachment for Managed Services supersedes and replaces all prior versions.

Service Attachment for Managed Services

This Service Attachment is between Provider (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.

MANAGED SERVICES

To the extent ordered by Client, Provider will perform for Client the IT Infrastructure Monitoring and Management Services included below.

- Server Monitoring and Management:
  - Included items:
    - Alert monitoring and management of servers provided by our Network Operations Center
    - Periodic reporting and performance tuning
    - Prioritization of alerts to identify high priority incidents
    - Remote and on-site remediation services as needed
    - Microsoft Patch Management
    - Anti-Malware software & management
    - Backup software monitoring and management with daily reporting
    - Recovery of data via backup software as required
  - Excluded items:
    - Major hardware/software upgrades or replacements
    - New server installations
  - Requirements:
    - Servers must be under manufacturer's warranty or maintenance contract, and in working order
    - Change control procedures must always be followed
- Endpoint Monitoring and Management:
  - Included items:
    - Alert monitoring and management of endpoints
    - Prioritization of alerts to identify high priority incidents
    - Remote and on-site remediation services as needed
    - Periodic configuration backups
    - Periodic firmware updates as required by manufacturer

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        - Periodic reporting and performance tuning
    - Excluded items:
        - Hardware replacement
        - New hardware installations
    - Requirements:
        - Devices must be under manufacturer's warranty or maintenance contract and in working order
        - Change control procedures must always be followed
- Help Desk Services:
    - Included items:
        - Help Desk support via email, phone, portal, client application, and chat
        - Remote and on-site support during regular business hours
        - Ability to remotely control desktops to support employees
- Core Security Services
        - Monthly Microsoft Patch Management
        - Anti-malware software and management
        - Remote software installations
        - New/terminated employee setup and configuration

ADDITIONAL CLIENT OBLIGATIONS

Hardware Equipment

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

Software Media

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

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

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NETWORK CHANGE COORDINATION

Significant Changes to Client's Network

Client will notify Provider via email of all significant proposed network changes and will provide us with a reasonable opportunity to comment and follow-up regarding those proposed changes.

Research Regarding Network Changes

Evaluation of network change requests sometimes will require significant research, design, and testing by Provider. These types of requests are not covered by this Service Attachment and will be billed at Provider's then-current rates for time and materials.

SUITABILITY OF EXISTING ENVIRONMENT

Minimum Standards Required for Services

Client represents, warrants and agrees that its existing environment meets the following requirements or will obtain upgrades to its existing environment to meet the following requirements within thirty (30) days of the Effective Date ("Minimum Standards"):

- All servers with Microsoft Windows Operating Systems must be running a supported version of Windows Server, and have all of the latest Microsoft Service Packs and Critical Updates installed and be patched within 30 days of the last patch.
- All desktop PC's and notebooks/laptops with Microsoft Windows Operating Systems must be running a supported version of Windows and have all of the latest Microsoft Service Packs and Critical Updates installed and be patched within 30 days of the last patch.
- All server and desktop software must be genuine, licensed and vendor-supported.
- The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
- There must be an outside static IP address assigned to a network device, allowing RDP or VPN access.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement and shall be billed at Provider's then-current rates and paid by Client.

EXCLUSIONS

Provider is not responsible for failures to provide Services that are caused by the existence of any of the following conditions:

- Expired Manufacturer Warranty or Support - Parts, equipment, or software not covered by a current vendor/manufacturer warranty or support.
- Alterations and Modifications not authorized by Provider - Any repairs made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations, or modifications of equipment made by Client's employees or anyone other than Provider.
- Hardware or Software Malfunction – Any time there is a defect or malfunction in any hardware or software not caused by Provider that adversely affects Provider's ability to perform the Services.

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- Client Resource Problems – Any time a problem occurs resulting from a Client resource that is not under Provider's management or control.
- Network Changes - Any changes Client may have made to the networking environment that were not communicated to or approved by Provider.
- Task Reprioritization - Any problems or failures related to a prioritization or reprioritization of tasks by Client.
- Force Majeure - Any problems resulting from a Force Majeure Event as described in the Master Services Agreement.
- Client Actions - Any problem resulting from Client actions or inactions that were contrary to Provider's reasonable recommendations.
- Client Responsibilities - Any problems resulting from Client's failure to fulfill any responsibilities or obligations under the relevant Agreements.
- Internet Connectivity Loss - Any loss of internet connectivity that occurs at Client locations for any reason.
- Software Maintenance - Any maintenance of applications software packages, whether acquired from Provider or any other source.
- Remote Computers - Home or remote computers that are not covered under the relevant Agreements.

Provider is not responsible for failures to provide Services that occur during any period of time in which any of the following conditions exist:

- Problem Ticket Management - The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Client reports the desktop malfunction or issue to Provider.
- Power Supply Malfunction – Instances where an uninterruptable power supply (UPS) or other power-protective equipment malfunctions and renders Provider unable to connect to the network or troubleshoot the device in question.

The following list of items are excluded from the scope of included Services, and may incur additional charges or require a separate billable project:

- Software Maintenance – Unusual work that results from a failed software patch or update that results in an interruption in Client's business, with the exception of Microsoft Windows updates and patches.
- Programming Modifications - Any programming (modification of software code) and program (software) maintenance occurs.
- Training - Any training service of any kind, unless specified in an Order.
- Software and Web Development - Any Services requiring software and web development work.
- Remote Computers -– Unless otherwise specified in an Order, home or remote computers that are not covered under the Agreement.
- Replacement Software – Implementation of new or replacement software.
- Relocation/Satellite Office – Office relocation/satellite office setup.
- Equipment Refresh – Any equipment refreshes.

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The following list of items are costs that are considered separate from the Service pricing:

- Costs Outside Scope of the Service – The cost of any parts, equipment, or shipping charges of any kind. The cost of any software, licensing, or software renewal or upgrade fees of any kind. The cost of any third-party vendor or manufacturer support or incident fees of any kind. The cost of additional facilities, equipment, replacement parts, software, or service contract.

The following is a list of Services Provider does not perform:

- Printer Hardware Repair - Printer hardware repair or maintenance work.
- Third-Party Vendor Disputes - The management or involvement with disputes or charges with any third-party vendor, other than issues relating to the technical services.

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 of such written notice 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).

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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.

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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