

# Service Attachment (SA) for Cloud Services



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This Service Attachment is between Centre Technologies, Inc. a Texas company (sometimes referred to as "Centre," "we," "us," "our," OR "Provider"), and the Customer found on the applicable Quote (sometimes referred to as "you," "your," "Customer," OR "Client") and, together with the Quote and Master Services Agreement forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties further agree as follows:

## LICENSING

All software used by Client or installed on Client's equipment must be genuine, licensed and vendor supported. Client agrees to provide proof of such licensing upon request. Client agrees to pay any additional fees, whether those fees are to provider or a third-party vendor, to meet minimum system requirements, maintain licensed status, maintain third-party vendor support, and maintain third-party maintenance.

## REMOTE ACCESS, MONITORING AND MANAGEMENT

Provider will install remote access and remote monitoring and management software on Client's Devices possibly other equipment at Client's office. Client grants permission to Provider to install any remote access or remote monitoring and management software deemed necessary by Provider.

## SCOPE - SERVICE DESCRIPTIONS

### Infrastructure as a Service ("IaaS")

The services include the following capabilities and are dependent upon the selection of specific use cases and Customer requirements for the particular product specified:

#### Dedicated Hosted Servers

- Centre maintains latest hardware platform and hardware updates
- Proactive Management of Dedicated Compute Nodes
- Proactive Monitoring of Dedicated Compute Nodes
- Replacement of Defective Hardware
- Troubleshooting Compute Nodes
- Firmware Updates
- Change Management Policies Control Environment
- Redundant Storage and Network Fabrics
- Includes Windows Server OS licenses for all Hosted VMs

#### Virtual Servers/Compute Instances

- Monitoring of CPU, RAM and Storage Performance
- Expansion of Resources (CPU, RAM and Storage)
- High Availability Configuration for Optimal Uptime
- Performance Recommendations
- Shutdown/Reboot Capabilities

#### Hosted Primary Storage

- Redundant Storage Fabrics for Optimal Uptime/Availability
- Troubleshooting Storage Performance Issues
- Proactive monitoring of disk latency/throughput
- Migration of data from one tier of storage to another
- Provisioning of new storage volumes
- Expansion of existing storage volumes
- Monitoring Uptime of Storage Subsystems

#### Network Services

- Distributed Denial of Service Mitigation on Secure Bandwidth.
- Routing Changes and Troubleshooting
- Layer 2 and Layer 3 Network Troubleshooting
- VPN (Site to Site and Client Access) Troubleshooting
- MPLS Configuration and Troubleshooting
- Point to Point Ethernet Configuration and Troubleshooting
- Port Group Configuration
- VLAN/VRF Configuration
- Tenant Segregation/Isolation
- Cross Connect Provisioning and Ordering

#### Web/Application Load Balancing/Application Delivery Controller

- High Availability Configuration and Troubleshooting
- Configuration of Virtual IPs and Server Pools
- SSL Offloading Configuration and Troubleshooting
- Application Publishing Acceleration and Redundancy

#### Citrix Provisioned Server Management

- Golden Image and Provisioning Management
- Citrix VA/VAD Server Support & Administration
- Performance Monitoring
- Event Log Monitoring
- Per Named User Licensing
- Published Applications Troubleshooting
- Includes Storefront and NetScaler Services with Citrix Cloud
- Workspace Environment Management services
- Requires Cloud Connectors in each Tenant

#### Bandwidth

The services include the following capabilities and are dependent upon the selection of specific use cases and Customer requirements for the particular product specified:

#### Hosting Bandwidth per Mbps

Bandwidth provided from the Centre Technologies Colo/Hosting facility. Internet Bandwidth is bonded across four (4) separate carriers with redundant uplinks for complete redundancy.

#### DDOS Protection

Datcenter to Public Cloud Transport Bandwidth - Redundant

- Bandwidth allocation in Mbps for DC to Public Cloud Transport
- Up to 10Gbps of attack mitigation

#### ExpressRoute for Private Cloud

- Azure ExpressRoute virtual cross connect via Microsoft MPLS
- Redundant virtual connections to Azure ExpressRoute
- Layer 2 VLAN segregation
- Routing to tenant subnet
- Troubleshooting
- Excludes Firewall between Tenant Subnet and Public Cloud
- Up to 10Gbps connectivity

## Public Cloud

The services include the following capabilities and are dependent upon the selection of specific use cases and Customer requirements for the particular product specified:

### Microsoft Azure Billing

Microsoft Azure Cloud Monthly Usage May Include the following:

- Virtual Machines
- Bandwidth
- Storage Capacity and I/O
- VPN Gateways/Firewalls
- SQL Database Instances
- Application Usage
- Containers

### Microsoft Azure Support

- Access to Focused Azure Support Team
- 24x7x365 Support
- User Management
- Virtual Machine/Instance Troubleshooting
- Windows Virtual Desktop Troubleshooting
- Storage Support and Troubleshooting
- Azure Blob Storage Support
- Azure Files Support
- Virtual Private Network Support
- ExpressRoute Support
- VNet and VNet Peering Support
- Firewall Support (Native/3rd Party)
- SD-WAN Support
- Load Balancing Support
- Network Gateway Support
- Network Security Group Support
- Azure DNS Support
- Azure Backup Support
- Azure Site Recovery Support
- Database/SQL/App Services Support
- Platform as a Service Support
  - Azure AD Support
  - Azure AD Connect Support

## Hosted IPC

The services include the following capabilities and are dependent upon the selection of specific use cases and Customer requirements for the particular product specified:

### IPC Hosted Trading System

- Turret setup
- Turret and speaker troubleshooting
- Turret button and line administration Adds and Changes
- Turret connectivity troubleshooting

## Backup as a Service, (“BaaS” or “CBaaS”)

The services include the following capabilities and are dependent upon the selection of specific use cases and Customer requirements for the particular product specified:

### Backup as a Service (Private Cloud)

- Monthly backup report including storage usage
- Backup alert monitoring and escalation
- Standard backup job troubleshooting
- Backup job optimization
- Data encryption in-flight
- Data encryption cloud repository
- Source server troubleshooting is done only with a managed service contract for the source server
- Random restore testing

## BaaS (On-Premise)

- Includes Veeam licensing and Cloud Connect Entitlement
- Daily backup alerts
- Monthly backup report including storage usage
- Backup alert monitoring and escalation
- Standard backup job troubleshooting
- On-premise backup server infrastructure patches and updates
- Data encryption on-premise repository
- Data encryption in-flight
- Data encryption cloud repository
- Source server troubleshooting is done only with a managed service contract for the source server
- Random restore testing

Services for BaaS exclude the management of the source machine or endpoint target unless source is under a managed service agreement

### Backup as a Service – Veeam Cloud Connect Repository

Consumption based on amount of storage consumed per GB

- Any amount of retention time
- Any number of recovery points
- Used for Cloud Connect only
- Excludes Hosted VMs VMWare and Hyper-V only supported
- Requires customer to have hypervisor licensing
- Local repository is required
- Local Veeam Backup and Recovery server required (separate service)

### Backup-as-a-Service to Hosted Environment (Asigra Platform)

- Priced Per Gb
- Software, Bandwidth & Storage
- Single Datacenter Protection

### Backup Appliance Onsite for Backup-as-a-Service

- Appliance monitoring
- Appliance upgrades
- Appliance troubleshooting
- Appliance hardware advanced replacement

## Disaster Recovery as a Service, (“DRaaS”)

The services include the following capabilities and are dependent upon the selection of specific use cases and Customer requirements for the particular product specified:

### Replication Support

- Replication job setup
- Replication job troubleshooting
- Replication sync monitoring
- Support for bi-annual failover test
- Failover documentation manual/runbook
- Support for disaster failover
- Per Protected Virtual Machine
- Requires VMware vCenter or vCloud Director at source protected site
- Excludes Compute, Network or Storage Resources

### Disaster Recovery as a Service, (“DRaaS”) for Datrium

- Recovering On-Demand into the Public Cloud (AWS)
- Point in time recovery from snapshots to mitigate Ransomware
- Consistent hardware platform to match production performance
- Configuration of data backup and replication to AWS storage
- Configuration and management of DR orchestration scripts
- Data Encryption In-Flight
- Data Encryption Cloud Repository
- Bi-Annual Recovery Testing at Recovery Site (AWS Cloud)
- Disaster Recovery Support Ongoing Advanced Troubleshooting
- Recovery Documentation "Runbook"
- Monitoring of backup/replication synchronization and alerting
- Monthly review of DR solution for any material changes in production environment
- Monthly DRaaS reports and DR posture reviewed

## Colocation (Cage, Rack, Power and Connectivity)

The services include the following capabilities and are dependent upon the selection of specific use cases and Customer requirements for the particular product specified:

- Choice of General Population Data Hall or Enclosed Cage
- Cage, Rack, Power, Connectivity Provisioning
- Cross Connect Provisioning and Troubleshooting
- Customer provides their own equipment and PDUs

### Colocation (Per Rack Unit)

- Includes redundant power distribution
- Includes shared rack space
- Access to equipment has to be escorted at all times

“Co-location Services” are defined as equipment that is the property of the Client while rack space, bandwidth, power, and Ethernet ports are rented from Provider on a monthly basis. The Provider offers unmanaged services on the co-located equipment which are subject to an hourly labor fee, which must be approved by Client prior to the services being provided. “Unmanaged Services” or “Smart Hands Services” are defined as remote hands-on services that are provided on a time and materials basis and recorded on a service ticket that can include any of the below.

- Issue/Re-issue datacenter access badges to facilities and cages limited to:
- Quarterly Report – Active Users Only
- Not responsible for Customer not letting us know if someone no longer has access
- Escort client’s customer and visitors in CyrusOne facilities
- Assist with uncrating equipment from boxes
- Rack/Unrack equipment as per customer instructions
- Cabinet install and decommission
- Install, maintain and troubleshoot cabling
- Setup or decommission circuit handoff at CyrusOne location
- Perform an on-demand inventory of customer specified equipment or items.
- Label customer equipment as described in the ticket details
- Replace hardware components with spares/upgrades
- Rotate tapes/exchange tapes
- Troubleshooting customer equipment using local KVM (Keyboard, Video and Mouse), enter commands according to detailed instructions and relay system responses
- Reboot/power cycle server, router or other equipment on site when required
- Inspection, acceptance, notification, and storage of incoming shipment

All services performed on the server come without warranty or guarantee. Client is responsible for supplying replacement parts, hot swappable hardware, and all required software media. Co-location Clients that utilize Provider have the option to participate in Managed Services. This participation is subject to the approval of Provider and will incur an additional monthly fee.

## Productivity Tools

Provider will install and support Microsoft Office 365 on each Device covered by this Attachment. Client designates Provider as its agent to provide the Service to Client, and to enter into any third-party relationship to provide the Service to Client. Use of this software is subject to the Microsoft Cloud Agreement, which Client and Provider agree has been provided by Provider to Client. Client agrees to be bound by the Microsoft Cloud Agreement and/or Microsoft’s End User License Agreement and understands that the Microsoft Cloud Agreement and/or Microsoft’s End User License Agreement is subject to change by Microsoft without notice: [<https://centretechnologies.com/agreements>]. Provider will provide and install anti-virus software of Provider’s choosing for each Device covered by this Attachment. While Provider will make reasonable effort to ensure Client Devices and Client’s network are safe from viruses, malware, bugs, hacking, phishing schemes or defective or malicious files, programs or links (“Harmful Content”), of any kind whether now known or hereinafter invented, Provider does not guarantee that Client computers or network cannot be infected by

Harmful Content. Where this does happen, Provider will provide commercially reasonable Services to mitigate the Harmful Content. Additional Services will be available upon mutual agreement of the parties.

The services include the following capabilities and are dependent upon the selection of specific use cases and Customer requirements for the particular product specified:

### Office 365 Enterprise E3 (Standard), (Standard Support)

- Exchange Online
- SharePoint Online
- SfB Online
- Unlimited OneDrive for Business Storage
- Office ProPlus

Application locally installed on up to 5 devices per user that can be used through remote desktop services.

### Office 365 Business Premium (Standard Suite)

- Exchange Online
- SharePoint Online
- SfB Online
- Unlimited OneDrive for Business Storage

Office Business applications locally installed on up to 5 devices per user.

### Exchange Online ATP (Standard Suite)

- Cloud-based email filtering service
- Protect your organization against unknown malware and viruses
- Provides robust zero-day protection
- Features to safeguard your organization from harmful links in real-time
- Rich reporting and URL trace capabilities
- Gives Admins insight into the kind of attacks happening in your organization.

### Microsoft M365 E3 (Standard Suite)

- Windows Enterprise
- Word
- Excel
- PowerPoint
- OneNote
- Access
- Outlook
- Exchange
- Microsoft Teams
- Microsoft StaffHub
- PowerApps and Flow
- Skype for Business
- Audio Conferencing
- Phone System
- SharePoint
- Yammer
- Microsoft Advanced Threat Analytics
- Windows Defender Antivirus
- Device Guard8
- Azure Active Directory Plan 1
- Windows Hello
- Credential Guard and Direct access8
- Microsoft Intune
- Windows Autopilot
- Fine Tuned User Experience & Windows Analytics
- Device Health
- Windows Information Protection
- BitLocker & Azure Information Protection P1
- Delve

## Centre Secure Microsoft 365 Business

- Centre Secure Microsoft Office 365 User License with Advanced Threat Protection
- Dynamic monthly licensing for Microsoft productivity and security tools backed by 24x7x365 unlimited partner support for productivity suite users, plus added security features (up to 300 users/qty).

## Productivity

- 50GB (Size Tailored to Requirements) Exchange Online Email Hosting
- 1TB OneDrive Cloud Storage
- Microsoft Teams Collaboration Platform
- SharePoint Online Intranet Platform
- Microsoft Flow Rules-Based Management
- Mobile Device Management (MDM)
- Multi-Device Install (up to 5 desktops + 5 tablets + 5 smartphones per user)
- Windows 10 Desktop OS Upgrade (Business)
- Windows Autopilot OS Deployment
- Microsoft Intune Access Controls

*\*See Centre Account Executive for complete list of features and inclusions.*

## Security

- Microsoft Advanced Threat Protection (Centre's exclusive "Secure by Default")
- Legal Compliance and Archiving
- Data Protection Encryption and Rights Management
- Windows Defender Anti-Virus Protections
- Azure Active Directory Premium (Limited)

*\*See your Centre Account Executive for complete list of features and inclusions.*

## User Credentials

In connection with such access, we or any third-party service provider may issue user credentials allowing your users to access the Services. All user credentials are Provider Confidential Information, as defined in the Master Services Agreement. You shall not share Provider user credentials with any third party without our prior written consent. User credentials may be distributed to authorized employees to access the Services, but no credentials may be transferred to or shared with a third party without our written approval. We reserve the right to require that you change your users' passwords at any time, with reasonable notice. All user credentials will automatically expire at the end of the Term.

## Restrictions

As between the parties, Provider retains all right, title and interest in and to the Services and their various components, along with all intellectual property rights associated therewith. Other than as expressly set forth in this Service Attachment, no license or other rights in or to the Services are granted to you, and all such licenses and rights are hereby expressly reserved. In addition, you shall not:

- Modify, copy or create derivative works based on the Services or on any Provider Materials;
- Create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on your own intranet(s) or otherwise for your own internal business purposes;
- Distribute or allow others to distribute any copies of any Provider Materials or any part thereof to any third party;
- Rent, sell, lease or otherwise provide any third party with access to the Services or to any Provider Materials, or to any copy or part thereof, or use the Services or any Provider Materials for the benefit of a third party; or
- Remove, modify or obscure any copyright, trademark or other proprietary-rights notices that are contained in or on any Provider Materials.

- Reverse engineer, decompile, or disassemble the Provider Materials, except to the extent that such activity is expressly permitted by applicable law.

For purposes of this Service Attachment, "Provider Materials" means any text, graphical content, techniques, methods, designs, software, hardware, source code, data (including Reference Data), passwords, APIs, documentation or any improvement or upgrade thereto, that is used by or on our behalf to provide the Services.

## Third-Party Providers

Some components of the Services or the Provider Materials may be provided through or licensed from third parties, including but not limited to third-party software, products or services ("Third-Party Materials"). Your use of all such Third-Party Materials is subject to the terms of this Service Attachment. Provider, and not those third parties, will provide any and all technical support related to the Services, including support related to those third-party components. However, under certain circumstances, pursuant to the terms of applicable third-party license or services agreements, Provider may be obligated to provide certain information to those third parties regarding the Services and/or regarding your identity. You consent to such disclosures. Where practicable, Provider will make available to Client, for Client's review, links to or copies of license agreements relating to Third Party Materials, including their warranties and restrictions. Client understands and agrees that it may contract directly with such third parties to receive their respective Third-Party Materials, and hereby authorizes Provider to accept such license terms on Client's behalf. Client understands and agrees that Third-Party Materials will be warranted only by the third-party provider and only as and to the extent set forth in such provider's license agreement, and that Provider will not be responsible, and makes no warranty, with respect to Third-Party Materials. Furthermore, Provider accepts no responsibility for service failures, data loss, service interruption, third-party service providers, or Third-Party Materials.

Third-party software publishers, including but not limited to, Microsoft will be intended third party beneficiaries of the Agreement, with the right to enforce provisions of the Agreement and to verify compliance. If any third-party software publisher believes in good faith that Client is not complying with its end-user terms and conditions ("End-User License"), Provider will cooperate in good faith with the third-party publisher to investigate and remedy the non-compliance.

Within thirty (30) days of the termination of this Agreement, Provider shall remove, or cause to be removed, all copies of Client's Services and/or Provider Materials from the Client's devices, or otherwise render the software, the Services and/or the Provider Materials permanently unusable. Furthermore, Provider shall require that Client return or destroy all copies of the software, the Services and/or the Provider Materials that it received. Client shall reasonably cooperate and assist, as needed, with all such activities.

## No High-Risk Use

You acknowledge that the Services are not fault-tolerant and are not guaranteed to be error-free or to operate uninterrupted. You shall not use the Services in any application or situation where the Services' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Services for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. Client agrees to indemnify and hold harmless Provider from any third-party claim arising out of Client's use of the Services in connection with any High Risk Use.

## No Illegal Use

Client shall not use the Services in any application or situation where the Services would be used for any illegal manner, for any unlawful purpose, or to violate the rights of others.

## Restorable Backup

Prior to installation, or accessing, or using any software-solution and other information technology services specified on an applicable Quote during the Term, Client shall create a full, complete, and restorable electronic backup of all systems which might be affected, in whole or in part, by the installation and/or maintenance of any software-solution and other information technology services specified on an applicable Quote during the Term. Client shall, and does hereby, hold Provider harmless in the event of any damage to any system and applications software.

## Support Services

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 (1) management of the Services by individuals trained in the Services you have selected, and (2) phone and e-mail support 24 hours per day, 7 days per week, 365 days per year.

## Backups

Using any data-backup solution owned by or licensed to Customer, Service Provider will: (i) Work with customer to develop backup strategy; (ii) Create and modify backup jobs as per customer request;

(iii) Monitor the status of all scheduled and on-demand backup jobs; (iv) Troubleshoot failed backups; (v) Notify Customer by email of any repetitive backup failures and corrective actions being taken; (vi) Remotely perform Customer-requested restore operations to recover deleted files and corrupted files from backups; (vii) Contact Customer should user intervention be required, such as cycling of tapes into or out of tape drives, or cycling external drives offsite, etc.; (viii) Perform a monthly restore test (requires C-Stack approved solution)

Service Provider shall not be held liable in the event of data loss. Including, but not limited to, backup software failure, backup selection, backup hardware failure, backup media failure, or backup system failure.

Backup & Recovery of device configurations requires feature compatibility native to target device.

## 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. 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

Unless otherwise agreed, daily maintenance windows will be from 6:00 PM to 8:00 AM (U.S. Central time). Routine server and application maintenance and upgrades will occur during maintenance windows, and some applications, systems or devices may be unavailable or non-responsive during such times.

### Warranty

Provider warrants that the Services will be performed in a professional and workmanlike manner.

**HOWEVER, WE DO 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 CUSTOMER BY PROVIDER AND THAT THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.**

## ACCEPTABLE USE AND LIABILITY

### Acceptable Use

Client shall comply with all policies for acceptable use of the Services, as described in the attached 'Acceptable Use Policy'. Provider's policies for acceptable use of the Services are incorporated as a part of this Service Attachment. Provider reserves the right at any time to modify the policies, at which time the modified acceptable use policies will supersede and replace in their entirety any prior acceptable use policies.

### Client Liability

You are solely responsible for damages resulting from your violation of this Service Attachment, and those damages will be subject to the obligations of indemnification set forth in the Master Services Agreement. Our hosting of any software solution Services or Client Data does not relieve you of your responsibility or your obligation to indemnify us pursuant to the terms of the Master Services Agreement and this Service Attachment.

### IP Address Ownership

If Provider assigns Client an Internet Protocol address for Client's use, the right to use that Internet Protocol address shall belong only to Provider and Client shall have no right to use that Internet Protocol address except as permitted by Provider in its sole discretion in connection with the Services, during the term of this Agreement. Provider shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Client by Provider, and Provider reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Provider allocation of IP addresses is limited by ARIN's policies. These policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. Provider may periodically review IP address usage, and if Provider finds that clients are using IP addresses where name-based hosting could be used, Provider will revoke authorization to use those IP addresses that could be used with name-based hosting.

### Domain Names

Client is responsible for its own domain names unless Provider is contracted to provide such services under separate agreements, including, but not limited to, domain name registration information, renewals, payments, conflicts and zone files. Client must have valid and current information on file with Client's domain name registrar for any domain hosted on the Provider Network.

## 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 restore operations under this Attachment.



## CONFIDENTIALITY AND DATA SECURITY

For confidentiality and security reasons, data transmitted is neither opened nor read by any of the Provider backup processes. Therefore, unless otherwise agreed by the parties, Client must ensure that data integrity, including virus checking, is maintained with respect to Client's own data.

**IMPORTANT: Upon installation of or access to the Software, Client must select encryption level and encryption keys. Provider will deliver the keys to Client and will endeavor to retain secure copies of those keys. However, loss of the encryption keys by Client may delay or prevent recovery of Client's backup data.**

## 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

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

### Server Upgrades or Repair

We will authorize all server upgrades or repairs. You agree not to perform any of these actions without notifying us.

### Software Media

You 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, 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.

## 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 ten (10) days of the Effective Date ("Minimum Standards"):

1. All servers with Operating Systems must be running current versions, and have all of the latest Critical Updates installed and be patched within 30 days of the last patch.
2. All desktop PC's and notebooks/laptops with Operating Systems must be running current versions of software, and have all of the latest Critical Updates installed and be patched within 30 days of the last patch.
3. All server and desktop software must be genuine, licensed and vendor-supported.
4. All wireless data traffic in the environment must be securely encrypted.
5. Provider may deliver on-site Equipment in order to meet service requirements, as needed.
6. Client's network environment must be configured with centralized authentication services such as Microsoft Active Directory or Radius services.

## SERVICE FEES

### Setup Fee

Prior to the delivery of the Services, Provider will charge a Setup Fee in order to deploy and configure 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 monthly will conduct an inventory of the number of users, devices or networks connected or connecting to the Services, based on the Service units identified in the attached Quote (the "Service Units").

If the number of Service Units determined by Provider in any month is greater than the number of Service Units determined at the beginning of the preceding month, Provider (1) will include in its next invoice charges for all Service Units added during the preceding month, and (2) will increase the number of Service Units invoiced in future months, unless and until Provider determines that the number of Service Units has decreased. Client shall pay Service Fees specified in the Fee Schedule for the number of Service Units identified in each invoice, as set forth in the MSA.

Under no circumstances during the Initial Term (defined below) may the total number of Service Units decrease to less than the number of Service Units indicated on the first month's invoice for Services. 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.

### Adjustments to Service Fee Rates

In addition to any fee increase resulting from changes to the number of Service Units, at any time after the parties sign this Service Attachment, Provider may deliver an updated Fee Schedule identifying any new or modified Service Fee Rates that it will begin charging for any Services provided to Client under this Service Attachment. Provider shall give Client no less than thirty (30) days' notice of any such Fee Schedule updates. Following its receipt of such notice, if any rates previously charged under this Service Attachment will have increased more than 5% over the rates charged during the last 12 months, then Client may terminate this Service Attachment without incurring any additional charges or penalties, if any, that it ordinarily would incur for such termination.

## TERM AND TERMINATION

### Term

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

### Renewal

"Renewal" means the extension of any Initial Term specified on a Quote 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.

### Month-to-Month Services

If the Quote 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 calendar month in which such written notice is received by the other party.

### Early Termination by Client With Cause

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

- We fail to fulfill in any material respect our obligations under this agreement and fail to cure such failure within thirty (30) days following our receipt of your written notice.
- We terminate or suspend our business operations (unless succeeded by a permitted assignee under this agreement)

### Early Termination by Client Without Cause

If you have satisfied all of your obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, you may terminate this Service Attachment without cause during the Initial Term upon sixty (60) days' advance, written notice, provided that you pay us a termination fee equal to one hundred percent (100%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Initial Term, based on the prices identified on the Quote.

You may terminate this Service Attachment without cause following the Initial Term during any Renewal term upon sixty (60) days' advance, written notice, without paying an early termination fee.

### Termination by Provider

We 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 for less than ninety (90) days for illegal Client conduct. Provider may suspend the Services upon ten (10) days if Client

violates a third-party end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days 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 Agreement, and/or (ii) any Project Services Attachment or Statement of Work for Off-Boarding, 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 the actual costs of delivering any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to Services supplied by Provider. Provider will immediately uninstall any affected software from your Client's devices, and Client hereby consents to such uninstall procedures.

In addition, upon request by Client, Provider will make available to Client a copy of Client Data in exchange for a data-copy fee specified in the attached Fee Schedule, 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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