

Service Attachment (SA) for Endpoint Detection and Response Services



SA - EDR_V1.2 REVISED 8/31/2021

This Service Attachment for Endpoint Detection and Response Services (SA-EDR) 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," OR "Customer"). Collectively, these two entities are known as the "Parties". The Service Attachment, the Quote, and the Master Services Agreement form the Agreement between the Parties.

The Parties further agree as follows:

1. SCOPE – SA-EDR SERVICES

Service Description

In connection with the Services listed in detail in your Quote for Endpoint Detection and Response ("EDR") Services, Customers are entitled to the use of all services to be performed within the scope of this Service Attachment.

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- a. Remote Telephone Support shall be available 24 x 7 x 365.
- b. Remote Email Support shall be available 24 x 7 x 365.

Centre will undertake problem management as soon as we become aware of an incident. All activity related to a given incident will be formally documented by Centre staff within Centre's Service/Ticket Management system. This will include all updates during the troubleshooting process up to final resolution. If a root cause can be determined it will be documented in the service ticket as well.

EDR is a managed service that provides real-time monitoring of potential threats to Customer systems, with the following standard services capabilities and modules (the "EDR Services"):

Standard Maintenance and Support

Customer acknowledges and agrees to the standard maintenance and support terms and conditions found in the Services Catalogue at: <https://contracts.esentire.com/esentire-services-catalogue/>

MDR Services

Provider acknowledges and agrees to the General MDR Services Responsibilities found in the Services Catalogue at <https://contracts.esentire.com/esentire-services-catalogue/managed-detection-and-response-mdr-services/>

esENDPOINT Prevent, Detect and Respond

As described in the Services Catalogue at: <https://contracts.esentire.com/esentire-services-catalogue/managed-detection-and-response-mdr-services/>

Maintenance Windows

Hardware firmware upgrades are performed only where necessary to resolve a specific issue or to address a critical vulnerability.

Service Provider reserves the right to deploy out of band emergency patches outside of established maintenance windows, with no advance notice, if deemed necessary and appropriate. If out of band patches are applied Centre will notify Customer as soon as possible.

Safety and Security Recommendations

Provider may make recommendations regarding safety and security related to Customer's network and practices. If Customer fails to adopt or implement the recommended protocols, Customer is responsible for any and all damages related to regulatory, security, privacy, or data protection, including but not limited to fines, data breach notification, malware or ransomware costs, restoration, forensic investigation, restoring backups, or any other costs or damages related to Customer's refusal to implement the recommended protocols.

2. NETWORK CHANGE COORDINATION

Significant Changes to Customer's Network

You will notify us via email of all significant proposed network changes and will provide us with at least thirty (30) days advance notice to provide opportunity to comment and follow-up regarding 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 our then-current rates for time and materials.

3. SUITABILITY OF EXISTING ENVIRONMENT

Minimum Standards Required for Services

Customer 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:

Customer equipment must be maintained under manufacturer's warranty or maintenance contract or is in proper working order. Provider is not responsible for Customer 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 assume 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 or software as obsolete, defective or end of life (EOL) and therefore exclude it from coverage and performance metrics under this Agreement. This includes, but is not limited to, specific operating system builds/versions that are end of life and no longer supported by the manufacturer as shown below:

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. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
5. There must be an outside IP address assigned to a network device, allowing VPN access.

Costs required to bring Customer's environment up to these Minimum Standards are not included in this Agreement and shall be incurred and paid by Customer.

4. EXCLUSIONS

We are not responsible for failures to provide Services that are caused by the existence of any of the following conditions or otherwise that occur during any period of time in which any of the following conditions exist:

Customer Actions or Criminal Activity

Problems resulting from your actions or inactions that were contrary to our reasonable recommendations are covered in the MSA in Section 12.

Customer Responsibilities

Problems resulting from your failure to fulfill any responsibilities or obligations under our agreements.

Customer Resolution

Provider's ability to resolve problems due to Customer re-prioritizing Provider's recommendations.

Factors Beyond Provider's Control

Delays or downtime due to any factor outside of Provider's reasonable control.

Internet Connectivity Loss or Loss of Power

Loss of Internet connectivity or power at your location for any reason.

5. TERM AND TERMINATION

Term

This Service Attachment is effective on the Service Start Date identified in the Quote. Unless properly terminated by either party, this Service Attachment will remain in effect through the end of the term specified on the Quote (the "Initial Term"). Term, Renewal, and Termination are defined in the MSA and are hereby incorporated into this SA-EDR.

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