

Service Attachment (SA) for Secure Managed Services



SA-SMS V1.9 REVISED 9/20/2021

This Service Attachment for Secure Managed Services ("SA-SMS") 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 - MONITORING AND SUPPORT SERVICES

Remote Support

In connection with the Services listed in detail in your Quote for Centre Assist Secure Managed 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:

- Remote Telephone Support shall be available 24 x 7 x 365.
- Remote Email Support shall be available 24 x 7 x 365.
- Specific response times are set forth in the SLO.

Centre will address identified issues 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.

Service Requests General Support Structure

- **Tier 1 Support** - All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and hardware / software troubleshooting is initiated.
- **Tier 2 Support** - All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware / software issues can be provided by more experienced Consultants.
- **Tier 3 Support / Vendor** - Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, or Vendor support personnel, where more complex support on hardware / software issues can be provided.

Response Time Goals for Remote Support

Centre and Customer agree to the response time goals set forth in the SLO.

Global On-site Support (For Dispatch outside 60-mile NOC Radius)

Scope

Centre shall provide Field Services throughout Customer's locations. Centre will receive a request for dispatch from Customer, or other appropriate source, and then respond according to the needs of the Customer, to troubleshoot and repair problems on-site that arise in the "field" wherever that may be based on a 7x24 time frame with the response times defined in the Response Time Goals Table below on page 2. Centre shall utilize its partner(s) worldwide certified network of IT professionals for these services. field consultants will be chosen for support based upon availability to perform the work, distance to the site where the work will be performed, and/or any unique skills or tools that may be required to perform unique or specific tasks associated with the task assigned.

Centre's Standard Coverage Area is defined as the area within a sixty-mile (60) radius of any Centre Network Operations Center (NOC).

Any dispatch to Customer locations within the Standard Coverage Area is included in this agreement.

All other dispatched on-site support that is outside the Standard Coverage Area is billable to Customer.

Any dispatch within, or outside of, the Standard Coverage Area requires mutual approval between Centre and Customer.

Customer Point of Contact ("POC")

Customer shall assign a technical Point of Contact ("POC"), which shall be the primary interface with Centre and/or partner resources responsible for service delivery.

Geographic Coverage / Dispatch Rates

Centre shall provide Field Services for locations as defined in Exhibit A. Countries not listed will be evaluated upon request of Customer.

In Scope Equipment

Centre can provide on-site troubleshooting and equipment installation, removal or replacement services for the following elements within Customer's site(s) infrastructure, including servers, desktops, notebooks, tablets, printers, network equipment, CCTV, cameras, cabling, digital signage and other standard devices.

Centre will not provide maintenance services for the following:

- Equipment and infrastructure that is not owned by Customer
- Warranty repair services on the behalf of any manufacturer as part of this Agreement

Travel

All travel to Customer locations within the Standard Coverage Area is included in this agreement.

All travel outside the Standard Coverage Area is billable to Customer.

Travel requiring airfare, hotel and other expenses will be invoiced to Customer at cost plus 10%.

Hours of Coverage

Centre can provide field services seven (7) days per week;

Standard Business Hours is defined as Monday - Friday, 8:00 A.M. to 5:00 P.M., local (Site) time.

Response Time

On-Site Support SLO begins when an on-site dispatch is deemed appropriate by Centre.

On-site response time is the time between when Centre dispatches a field technician to an affected site or two (2) hours after the initial call is made to Centre's dispatch team (the earlier of these shall be deemed the "On-site Response Time Starting Point") and when the Field Technician actually arrives on-site.

Response time can be impacted by the distance from the affected site to the nearest available field technician with the proper skills to resolve the problem.

The Response Time Goals set forth in this document for Global On-Site Dispatch are aspirational in nature and Centre does not promise or guarantee service within such time frames. Under no circumstances shall the aforementioned goals form the basis for any claim or breach of the Agreement.

Normal and Install, Move, Add and/or Change (“IMAC”)

Centre and Customer agree to the following Normal and IMAC on-site Response Time goals:

Response Time Goals [†]	Std Bus Hrs Arrival On-Site		Out of Std Bus Hrs Arrival On-Site	
	Call Rcvd M-F 8am-3pm Site Time	Call Rcvd M-F 3pm-8am Site Time	Call Rcvd M-F 8am-3pm Site Time	Call Rcvd M-F 3pm-8am Site Time
Requested Response Time	Call Rcvd M-F 8am-3pm Site Time	Call Rcvd M-F 3pm-8am Site Time	Call Rcvd M-F 8am-3pm Site Time	Call Rcvd M-F 3pm-8am Site Time
Scheduled	2BD	3BD	NA	NA
NBD	NBD	2BD	Commercially Reasonable Effort	Commercially Reasonable Effort
Same Business Day (8Hr)	8 Bus Hrs	8 Hrs after start of next calendar day	Commercially Reasonable Effort	Commercially Reasonable Effort
4 Hour	4 Bus Hrs	4 Hrs after start of next calendar day	Commercially Reasonable Effort	Commercially Reasonable Effort

[†] - Stated Response Times represent a service goal and not a guarantee. Provider’s ability to implement a solution to a reported problem may depend on input or information from Customer or from third parties beyond its control, including Customer’s IT vendors. Response Times are not the same as Resolution Times. Resolution Times vary based upon an incident’s specific facts and circumstances.

Dispatch Process

Dispatch Request: Centre shall receive a dispatch request from the Customer’s POC (or otherwise as agreed). The Dispatch Request will be in the form of an email, web-based form submittal or in the form of a telephone call to Centre’s NOC seven (7) days per week twenty-four (24) hours per day.

When delivered by Customer, the dispatch request shall at a minimum identify the facility name, local contact, address, telephone number, nature of the problem, and any special request or other more specific information (i.e., any special skills required, test equipment, unusual site needs, etc.). Customer’s POC shall select an on-site response time based on service needs. Centre shall create an internal trouble ticket based upon the information contained in the dispatch request. Centre shall acknowledge the dispatch request with a response containing the internally assigned trouble ticket number.

- **Field Technician Assignment:** Centre shall identify a Field Technician for the dispatch. Once the Field Technician has acknowledged the assignment, Centre shall contact Customer’s POC and provide the Field Technician personnel’s name, mobile telephone number, and Estimated Time of Arrival (“ETA”) to the associated site.
- **Dispatch Monitoring:** Throughout the performance of the dispatch, Centre will be available to Customer’s POC to answer the POC’s questions regarding the progress of the dispatched resource(s).
- **Technical Escalation:** Centre will coordinate with the Field Consultant for on-site direction and assistance with technical issues and questions. Centre shall facilitate technical assistance at the request of Customer’s POC or the Field Technician.
- **Call Closure:** Centre’s Field Consultant shall contact Centre to confirm repair and, if requested by Customer, Centre will request a release from the site by Customer’s POC. The POC will send an email notification to Centre verifying that release was granted and the time that it occurred.

Customer Responsibilities

- **Site access:** Centre shall contact Customer and ask for free and open access to the site in order that problems are expeditiously resolved. If necessary, Customer shall arrange for facility management personnel to be available to support Field Consultant arrival outside of Standard Business Hours.
- **Equipment Access:** Centre shall work with its Customers to ensure that free and open access to equipment. It shall not be the responsibility of the Field Consultant to move boxes, equipment, and so forth to gain access to the equipment.
- **Site Hazards:** Customer, but only to the extent of its actual knowledge thereof, shall inform Centre or the relevant Field Consultant of all environmental factors affecting a site (i.e., asbestos and other hazardous materials, unexposed high voltage wiring, etc.) of which it is then currently aware, and shall attempt to have the Customer ensure that such factors are readily revealed to a Field Consultant prior to performing service.

Resource Descriptions

- **Associate Consultant:** A standard technician used for Tier 1 Support.
- **Consultant:** An advanced technician which includes Tier 1 Support.
- **Technical Consultant:** A standard network technician performing Tier 2 Support.
- **Sr. Technical Consultant:** An advanced network technician who performs Tier 3 Support.

Key Assumptions

- **Field Consultant skills:** PC work and minor cabling. Can take instructions and work with preconfigured devices.
- **Advanced Technician skills:** Ability to work under minimal supervision with significant skills related to job- specific responsibilities. Ability to address tactical break/fix situations and is proactive in identifying technical needs. Able to provide network, server and additional device support.

Other skill levels are available upon request.

English speaking dispatch and project coordination.

Market Rates

Market rates for Global On-Site Support may fluctuate during the term of the Agreement. Current rates are found in your quote as Exhibit A.

Support Escalation Procedures

Customers can call into the main Centre support number at any time to request a CA Management review of their current support request.

CA Management will review the request to: (i) Make sure the troubleshooting process has not stalled; (ii) Make sure the troubleshooting process is on the correct path; (iii) Provide technical assistance and guidance to the currently assigned technician; and (iv) Make sure the request is assigned to the appropriate support tier and determine if an escalation is necessary.

New PC Setups / Existing Moves / Rebuild PCs

- **New PC Setups:** Centre Assist new PC setup service covers up to 3 PC builds per calendar month. Larger deployments are outside the scope of this agreement and shall be billed at \$300 per unit, plus shipping.

All new machines must be custom factory imaged or sent to an approved Centre build room facility for initial build and processing. Once initial build is complete, the machine will be sent to the appropriate location for data migration and final delivery/setup to the end user.

Machines that are delivered to Customer locations within a 60-mile radius of a Centre NOC are considered to be within Centre’s Standard Coverage Area will not incur any shipping charges. All shipping charges

for deliveries outside of the Standard Coverage Area will be billable to Customer.

Machines that are not purchased from Centre and processed by a Centre approved factory imaging or build facility, shall be treated as Added Products and will be subject to a \$300 certification fee as per the terms of the MSA. Purchasing consumer grade hardware is not recommended due to higher support costs over the life of the device. Enterprise class devices have longer, more stable production cycles, and are much more cost effective when factoring in Total Cost of Ownership (TCO).

- **Existing PC Moves:**

This agreement covers up to 3 existing PC moves per calendar month within the Coverage Area. Larger move activities, or moves outside of the Standard Coverage Area, are outside the scope of this agreement and are priced, and delivered, separately.

Standard Coverage Area includes dispatched on-site support to Customer locations within a 60-mile radius of a Centre Network Operations Center (NOC). All other dispatched on-site support is billable to Customer and requires mutual approval between Centre and Customer.

Any infrastructure additions or modifications required to support the move of the PCs are outside the scope of this agreement and are priced, and delivered, separately.

- **Rebuilds of Existing PCs:**

Rebuilds of an individual PC due to end user error / downloads / software installations are included in the service.

Microsoft 365 - Data Loss Prevention (DLP):

DLP service management is limited to services within the Azure AD / Office365 platform.

Customer must secure the appropriate 365 licensing level to enable DLP services.

Centre can provide quotes to bring licensing up to the required levels.

Customer is responsible for policy development and providing classification and labelling of critical data.

Microsoft 365 - Multi Factor Authentication (MFA):

MFA service management is limited to services within the Azure AD / Office365 platform.

Customer must secure the appropriate 365 licensing level to enable MFA services.

Centre can provide quotes to bring licensing up to the required levels.

Microsoft 365 - Conditional Access / Geo Fencing:

Geo Fencing service management is limited to services within the Azure AD / Office365 platform.

Customer must secure the appropriate 365 licensing level to enable Geo Fencing services.

Centre can provide quotes to bring licensing up to the required levels.

Customer is responsible for policy development as required.

Microsoft 365 - E-mail Encryption:

E-mail Encryption service management is limited to services within the Azure AD / Office365 platform.

Customer must secure the appropriate 365 licensing level to enable e-mail encryption services.

Centre can provide quotes to bring licensing up to the required levels.

Customer is responsible for policy development as required.

Web Security and Content Filtering

Centre will establish baseline security policies to protect against common security threats including, but not limited to, malware, botnets, malicious sites and ransomware. Provider, through its third-party vendors will make its best effort to ensure the security of Customer's information through third-party security software ("Security Software"). Customer designates Provider as its agent to provide the Service to Customer, and to enter into any third-party relationship to provide the Service to Customer. Use of this Service is subject to the applicable third-party vendor agreements regarding terms of use, which Customer and Provider agree has been provided by Provider to Customer. Customer acknowledges that third-party vendors and their licensors own all intellectual property rights in and to the Security Software. Customer will not engage in or authorize any activity that is inconsistent with such ownership. Customer acknowledges and agrees to be bound by any applicable third-party vendor's agreements regarding terms of use or end user licensing terms, and Customer understands that any applicable agreement regarding terms of use or end user licensing is subject to change by any third-party vendor or licensor without notice. It is Customer's responsibility to know Customer's rights and obligations when using any third-party vendor or licensor's software solution.

Customer is responsible for policy development as required.

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.

Maintenance Windows

Server patch maintenance windows will be established between the Customer and Centre during the onboarding process. Custom maintenance windows with pilot and general population groupings and specific days/times are allowed based on Customer preference. If a custom maintenance window is not required, server maintenance windows will be every Sunday from 12:00am to 3:00am.

Routine server / Microsoft application maintenance and upgrades will occur during the established maintenance window, and some applications, systems or devices may be unavailable or non-responsive during such times.

Workstation patch maintenance windows begin at 9:00am every Wednesday. Once the workstation maintenance window begins, Customer's users will receive a pop-up window in their system tray that notifies them that patches are available for their machine. Customer's users are allowed to postpone the installation of the patches in one hour increments up to 24 hours. At the end of the 24-hour grace period the necessary patches will be applied.

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.

2. CUSTOMER OBLIGATIONS

Backup Jobs

Customer agrees to procure the necessary hardware and software to adequately protect their environment.

Customer agrees that reviewing backup status is a shared responsibility and shall review server backup status via the provided CMAC portal to ensure that all required servers are being backed up as per Customer's desired backup strategy.

Embedded Remote Hands

Centre may occasionally ask you, or someone you designate, to perform simple on-site tasks including but not limited to:

- Cycling power on devices that have stopped responding
- Point of contact for shipping and receiving of devices

Server Upgrades or Repair

We will authorize all server upgrades or repairs. You agree not to perform any of these actions without providing at least thirty (30) days advance notice.

Software Licensing and 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 Customer access licenses, if any, for the software products installed on your computers.

Minor On-Site Tasks

Provider may occasionally request Customer staff to perform simple on-site tasks. Customer shall comply with all reasonable requests.

Server Upgrades or Repair

Provider will authorize the conduct of all server upgrades or repair. Customer shall not perform any of these actions without Provider notification.

Security and Regulatory Recommendations

Although it is under no obligation to do so; from time to time, Provider may make recommendations regarding regulatory compliance, safety and security related to Customer's network and practices (e.g., multi-factored authentication). 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.

3. 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.

4. 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.

5. 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:

Aged Hardware

Hardware which is no longer under either a manufacturer or third-party extended warranty covering hardware problems.

Manufacturer Warranty

Services related to parts, equipment or software not covered by vendor/manufacturer warranty or support.

Alterations and Modifications

Service and repair 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 Customer's employees or anyone other than Provider.

Problems Resulting from Customer Hardware Malfunction

There is a defect or malfunction in any hardware or software that adversely affects Provider's ability to perform the Services.

Customer Resource Problems

There are problems resulting from your resources that are not under our management or control.

Customer Personnel Problems

Provider's ability to resolve issues is due to problems with Customer's personnel not under Provider's control.

Scheduled Maintenance

Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.

Network Changes

Changes you may have made to the networking environment that were not communicated to or approved by us.

Task Reprioritization

Problems or failures related to a prioritization or reprioritization of tasks by Customer.

Force Majeure

Problems resulting from a Force Majeure Event as described in the MSA. See MSA Section 21.

Agreed Temporary Exclusions

Any temporary exclusion we may request, subject to your approval, to implement changes in applications, environments, conversions or system software.

Customer Actions or Criminal Activity

See MSA 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.

Problem Ticket Management

The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Customer reports the desktop malfunction or issue to Provider.

Projects or Costs Outside Scope

Short-term initiatives including those which involve a significant expansion of the current environment, collectively known as "Upgrades" or "Projects" which may or may not include the parts, equipment, shipping charges, software, licensing, software renewal/upgrade fees or costs thereof of any kind. Any and all costs of third-party vendor or manufacturer support or incident fees or the cost of additional facilities, equipment, replacement parts, software or service contract.

Examples include:

- Physical Office Turn-Ups / Moves / Decommissioning
- Internet Circuit Turn-Ups / Moves / Decommissioning
- Acquisition / Divestiture Support
- Environment Rebuilds

- Major Software Version Upgrades
- Server Consolidation – Server consolidation or disk space management activities that are estimated to exceed more than 4 manhours.
- Email Migrations

Software Maintenance

Maintenance of Applications software packages, whether acquired from Provider or any other source.

Programming Modifications

Programming (modification of software code) and program (software) maintenance.

Software and Web Development

Software and web development related work.

Printer Hardware Repair

Printer hardware repair and maintenance.

Dispatch and/or Support of Home Networks

Dispatch to Customer Homes or the Support of Home Network Infrastructure.

Home / Personal Equipment

Home or personal equipment is not covered under this Agreement.

Power Supply

Uninterruptable power supply (UPS) devices.

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.

Replacement Software

Implementation of new or replacement software.

Relocation / Satellite Office

Office relocation/satellite office setup.

Equipment Refresh

Equipment refresh.

6. 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-SMS.

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