

Effective December 10, 2024. This Service Attachment for Managed Services supersedes and replaces all prior versions.

### **Service Attachment for Managed Services**

These Terms & Conditions (“Terms”) apply to Client purchases from Provider of Services, as well as licenses for software, hardware, support and maintenance services, and/or subscription services. Together with the Order and Master Services Agreement forms the Agreement between the parties the terms to which the parties agree to be bound. Except as otherwise stated therein, subsequently ordered Services shall be made a part of and subject to these Terms. In the event of any conflict between an Order and these Terms, the terms of the Order will prevail over these Terms.

The parties further agree as follows:

#### **SERVICES**

Provider will deliver only the Services itemized in the Services section of the Order. Additional Services may be added only by entering into a new Order including those Services.

#### **Help Desk Support:**

Helpdesk is available during normal business hours. After-hours support is intended for critical systems outages. After-hours support may incur additional charges as defined by the Order.

#### **On-site Support:**

It is Provider’s intention to provide remote support whenever possible. On-site support is available once it is determined by Provider that the support cannot be provided remotely. Typically, this will be due to hardware issues or network connectivity issues.

#### **User Credentials**

In connection with such access, Provider or any third-party service provider may issue user credentials allowing Client’s users to access the Services (“User Credentials”). All User Credentials are Provider Confidential Information, as defined in the Master Services Agreement. Client shall not share Provider User Credentials with any third party without Provider’s 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. Provider reserves the right to require that you change Client’s users’ passwords at any time, with reasonable notice. All User Credentials will automatically expire at the end of the Term.

#### **License**

Provider hereby grants Client the right to access and use only those software solutions and other information technology Services specified on the Order during the Term. Those Services may be hosted on servers operated by one or more third parties.

## **License 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, Client 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 Service Providers**

Some components of the Services may be provided through or licensed from Third-Party Service Providers, including but not limited to third-party software, products or services.

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. Client consents to such disclosures.

Client understands and agrees that third-party services will be warranted only by the Third-Party Service 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 services other than that which is expressly contained in the applicable Third-Party Services Provider's agreements.

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**

Client acknowledges 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 Services specified on an applicable Order 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 Order during the Term. Client shall, and does hereby, hold Provider harmless in the event of any damage to any system and applications software.

## **ADDITIONAL CLIENT OBLIGATIONS**

### **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.

### **Network and Service Site Changes**

Client agrees that Client will inform Provider, prior to Client making any modification, installation, or other change related to the network by individuals not employed or contracted by Provider. Client will be billed the full cost, at Provider's then-prevailing hourly rate, to remediate and restore the network to a state prior to change.

Any unauthorized access or service conducted on the network without the explicit consent of Provider, will not be covered by the Service Fee.

Provider shall be obligated to provide service only: (a) at the site(s) identified in the Order and (b) on client systems in the Remote Monitoring Management ("RMM") platform. If Client desires

to relocate, add or remove locations, Client shall give appropriate notice to Provider of Client's intention to relocate in advance. Provider reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by Client. Such right includes the right to refuse service at the relocation and/or new site.

### **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.

### **Authorized Contact(s).**

Client understands and agrees that Provider will be entitled to rely on any directions or consent provided to Provider by any of Client Authorized Contacts, as indicated in an applicable Order. If no Authorized Contact is identified in an Order then the Client authorized contact ("Authorized Contact") will be the person(s) who signed the Order. If Client desires to change Authorized Contact(s), please notify Provider of such changes in writing.

### **Regulatory Compliance**

The services may be based on a national standard, including but not limited to the NIST Cybersecurity Framework available at <https://www.nist.gov/cyberframework> ("NIST") (or another National Standard). However, unless otherwise specified in an Order, Provider does not provide any National Standard/Law/Regulation compliance services to Client. Unless otherwise agreed to in an Order, Provider does not provide comprehensive compliance solutions, nor does the Provider offer opinions regarding regulatory compliance which should be directed to a professional in that particular field or Client's legal department or counsel.

### **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 Client's network and practices (e.g., multi-factored authentication). If Client fails to adopt or implement the recommended protocols, Client 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 Client's refusal to implement the recommended protocols.

### **Facilities and Access**

Client shall provide adequate workspace, heat, light, air conditioning, ventilation, electric current and outlets, internet and remote access for use by Provider's representatives.

Client shall supply Provider with full access to the systems in order to affect the necessary monitoring and/or supplemental services.

Provider reserves the right to suspend or terminate any Services in its sole discretion, if conditions at the service site pose a health or safety threat to any of Provider's representatives.

It is the responsibility of Client to promptly notify MSP of any events/incidents that may impact the services defined within this Agreement and/or any supplemental service needs.

Client shall not allow any third party to access, modify, or otherwise login to its network or any asset managed by Provider.

## **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 ("Minimum Standards"):

- All servers must be running a supported version of its operating system with the latest recommended patches and updates.
- All desktop PC's and notebooks/laptops must be running a supported version of its operating system with the latest recommended patches and updates.
- 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.
- Provider must have exclusive administrative credentials to Client's network.
- There must be an outside static IP address assigned to a network device, allowing secured VPN access.

All costs required to bring Client's environment up to these minimum standards are not included in this Service Attachment.

If Client's environment fails to satisfy the above requirements at any time during the Service term, Provider may suspend further delivery of the Services and/or terminate this Service Attachment upon five (5) business days' advance, written notice.

## **EXCLUSIONS**

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

- 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's gross negligence or willful misconduct that adversely affects Provider's ability to perform the Services.
- 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 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 identified in the relevant Order.
- Excluded Computers - Unless otherwise specified in an Order, any endpoint that is not reporting to Provider's RMM tool.

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

- Suspended Account – Provider is not responsible for providing services during any time period in which Client's account is suspended for non-payment.
- 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 the battery, electricity, power-protective equipment or uninterruptable power supply (UPS) malfunctions and renders Provider unable to connect to the network or troubleshoot the device in question.
- Third-Party Criminal Activity - Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network

environment subject to ransom. Client agrees to pay ransom or hold provider harmless for any activity effecting network security on your environment related to third-party criminal activity. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.

- Malware - Provider is not responsible for any harm that may be caused by Client's access to third party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, malware, viruses and similar mechanisms. Any costs or fees to rebuild or service machines may be provided and sold separately by Provider.
- Onboarding. Client acknowledges and agrees that Provider will have no responsibility for any claims or losses until Provider has had a reasonable opportunity to conduct a review of the current systems and to provide Client with its recommendations, Client has accepted, and Provider has completed implementation and onboarding. Further, Provider shall have no liability for claims including incurred but not reported preceding the Full Services Effective Date. (Defined as the moment onboarding engineer hands off to managed services team and system and RMM is fully deployed.)

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 otherwise agreed to in an Order.
- Software and Web Development - Any Services requiring software and web development work.
- Excluded Computers — Unless otherwise specified in an Order, any endpoint that is not reporting to Provider's RMM tool.
- Remote Computers - Home or remote computers that are not included in the relevant Order.
- Replacement Software – Implementation of new or replacement software.
- Relocation / Satellite Office – Office relocation/satellite office setup.
- Equipment Refresh – Any non-workstation equipment refreshes.
- Consumables - Cost of consumables, replacement parts, hardware, software, network upgrades.

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.
- Any services not identified on the Order.

#### **RIGHT TO ACT AS AGENT AND SITE PREPARATION**

- Client designates Provider to act as agent for Client in ordering necessary services or entering trouble tickets from phone service carriers and internet access providers, whenever applicable. Client agrees to (a) furnish and install all conduit, raceway or low smoke cable and to create all holes and wireways through concrete, plaster, metal floors, walls or ceilings which may be required for the installation of the Equipment, (b) provide all commercial AC power circuits required for the operation of the Equipment, (c) pay for all electrical current necessary for the operation of the Equipment and (d) provide a suitable space for the operation of the Equipment consistent with the recommendations of the manufacturer, including, but not limited to, providing a dry and dust-free environment. Provider shall have no duty, responsibility or obligation to make any structural alterations or adjustments to the premises to install the Equipment. Client shall provide Provider with reasonable access to the premises during Provider's working hours and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical power and protection of the Equipment from theft during installation. Provider is not responsible for restoring Client's premises to its original condition upon removal or relocation of any or all of the Equipment.

#### **VOIP CUTOVER DATE AND ACCEPTANCE**

The Service Start Date outlined in the Order for installed Equipment is only an approximate date. **IN NO EVENT SHALL VENDOR BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE EQUIPMENT.**

#### **VOIP CONSULTANT**

In the event that Client is represented by a consultant, Provider may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Client training and directories.

#### **VOIP SERVICE LIMITATIONS AND RESTRICTIONS**

##### Emergency Calls

When you dial 911, your call is routed from the Provider network to the Public Safety Answering Point (PSAP) or local emergency service personnel using the address that you provided to us. You acknowledge and understand that when you dial 911 from Provider devices or Provider-provisioned devices, your call will be routed to the general or administrative telephone number for the PSAP or local emergency service provider, and will not necessarily be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Rogue 911 calls are subject \$500 fee per call. "Rogue 911 call" means any call placed to 911 through Provider from an unregistered Anii (Caller ID). To avoid Rouge 911 charges please ensure that any call uses a registered Anii and correct address is provided.



### Service Interruptions

Emergency Calling Service dialing does not function without power and an active Internet connection. Should there be an interruption in the power supply, the Service and Emergency Calling Service dialing will not function until power is restored. A power failure or disruption may require you to reset or reconfigure affected equipment before using the Service or Emergency Calling Service dialing. In addition, if there is a Service outage for ANY reason – including suspension of your account as a result of billing issues – such outage will prevent ALL Service, including Emergency Calling Service dialing. PROVIDER IS NOT RESPONSIBLE OR LIABLE FOR ANY EVENTS OR OUTCOMES DURING A SUSPENSION OF SERVICE PERIOD.

### Contact Information

The address you provided to Provider is the address that is applied to your Service for Emergency Calling Service dialing. Should you need to change this address, you must contact us immediately. It may take up to three business days to effectuate a change of address or update of an address. Failure to provide the current and correct physical address and location of Equipment will result in any Emergency Calling Service communication you may make being routed to the wrong local emergency service provider. In addition, it may not possible to transmit identification of your phone number or the address that you have listed to the PSAP and local emergency personnel for your area when you use Emergency Calling Service dialing. You may need to state the nature of your emergency promptly and clearly, including your location, as PSAP personnel will NOT have all of this information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this agreement.

### Phone Number and Location Changes

If you change your primary phone number, you will not be able to change your Emergency Calling Service address for seventy-two (72) hours. During that time, any Emergency Calling Service calls that you may make will be routed using the address that was in Provider's records before you changed your phone number. Emergency Calling Service dialing does not function properly or may not function at all if you take Equipment with you away from the address or physical location that you have designated.

### Business Use of Service and Equipment

You shall not resell or transfer the Services or Equipment to any other person or entity for any purpose without Provider's express, written permission.

### International Services

Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit your ability use the Services. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies. You are responsible for all Service charges.

### Foreign Carrier Acts or Omissions

We are not liable for acts or omissions of other carriers or foreign telecommunications administrations.

International calls are priced on the basis of the country and city codes you dial. We are not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

#### Collect Call and Operator Services

We do not offer collect call or operator services via this Service.

#### Additional Restrictions

- You shall not use any Provider VoIP service: (1) for any unlawful purpose; (2) for making telephone calls that use automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audiotext services; or (3) for international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.
- We may (1) deny, for any lawful reason, your request for Service, or (2) limit or allocate the facilities available to or used by any Service, if necessary, to manage our network in an efficient manner; to meet reasonable service expectations; to furnish service to existing and future customers based on forecasted customer requirements; or for any other lawful reason.
- We may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever we deem it necessary to take such action to prevent (1) the unlawful use of Services; (2) nonpayment for Services; (3) the use of the Services in violation of this agreement; or (4) network blockage or the degradation of service furnished to you or to other Provider customers.

#### **VOIP INDEMNIFICATION**

In addition to your indemnification obligations in the MSA, Client shall defend, indemnify, and hold harmless Provider, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this agreement, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, Client, any third party, or user of the Service relating to the absence, failure or outage of the Service, including Emergency Calling Service dialing and/or inability of you or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.

#### **PROVIDER OBLIGATIONS**

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

#### **Data Security and Privacy**

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

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

### **Maintenance Windows**

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

### **WARRANTY**

- Provider warrants that the Services will be performed materially in accordance with the service documentation previously provided for the Services in a professional and workmanlike manner.
- The online documentation for the Services is incorporated as a part of this Service Attachment. We reserve the right at any time to modify the online documentation. However, we further warrant that the functionality of the Services will not materially decrease from that available as of the Service Start Date.
- **HOWEVER, PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF YOUR PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. WE HAVE NO OBLIGATION TO PROVIDE SECURITY OTHER THAN AS STATED IN THIS SERVICE ATTACHMENT. WHILE THE SERVICES ARE DESIGNED TO IMPROVE THE PROBABILITY OF THE PROTECTION AND RECOVERY OF INFORMATION COMPARED TO THE CLIENT'S CURRENT METHODS EMPLOYED, PROVIDER MAKES NO CLAIMS OR WARRANTIES THAT DATA BACK-UPS AND DATA / SERVER / DESKTOP RECOVERIES USING THE SERVICES WILL BE ERROR FREE OR THAT ALL RECOVERIES CAN BE PERFORMED WITHIN A CERTAIN TIME FRAME.**
- **IN ADDITION, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT CONVEYS NO WARRANTIES, EXPRESS OR IMPLIED, BY ANY THIRD-PARTY VENDORS OF SOFTWARE PRODUCTS MADE AVAILABLE TO CLIENT BY PROVIDER AND THAT THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.**

### **SERVICE FEES**

### **TERM AND TERMINATION**

#### **Term**

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

### **Renewal**

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

### **Month-to-Month Services**

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

### **Early Termination by Client With Cause**

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

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

### **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 all concessions or discounts provided plus 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 hinder 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 Order 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 make reasonable accommodations to transfer Client's account to Client or Client's new managed service provider or other authorized agent (the "Onboarding Provider"). Client shall indemnify and hold harmless Provider, its Subcontractors and their respective directors, officers, employees, consultants and agents for any claims or losses resulting from the activities of Client or the Onboarding Provider during the transition period from Provider to the Onboarding 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 Provider's Services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consent 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.