



Managed/Co-Managed IT, Cloud, and Voice Service Terms and Conditions

Revised: May 16, 2023

WHEREAS, Company (**ProSource Technology Solutions, LLC d/b/a “ProSource”**) is engaged in the business of providing a full range of information technology security, consulting services, and solutions; and WHEREAS, Customer desires to retain Company to perform information technology services and functions; and NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows to the definitions, features, and service descriptions contained herein:

1. MANAGED/CO-MANAGED IT SERVICES

Service Features and Descriptions

A. Managed IT Services:

- 1) **Security and Protection Services:** Company shall provide for a) all covered business locations: network infrastructure security, uptime monitoring, Domain Naming System (DNS) management; b) all covered business workstations and servers: managed remote support agent, managed business antivirus (AV) or endpoint detection and response (EDR) product, local backup monitoring and remediation activity, operating system patching, and (if subscribed), Security Operations Center and Security Incident and Event Management (SOC/SIEM) services; c) all covered users (employees and contracted staff of Customer): security awareness training, managed MFA security services, managed zero-trust password vault, and (with required productivity software subscription) offsite backup protection of user data. For each commercial business office location, Company will provide a premise remote management device or backup appliance in cases of premise Customer server(s) to provide backup protection (up to 4TB) of critical Customer data. Critical system monitoring services are provided 24x7 with regular operating system patching activity occurring no less than once monthly.
- 2) **Strategic IT Services:** Company shall provide fractional virtual Chief Information Officer (vCIO) services consisting of consulting, development, and alignment of IT services to support Customer business objectives to improve outcomes. As these services are sensitive and strategic in nature, Customer is expected to provide information and top-level executive interaction to ensure the development and successful execution of a cohesive IT strategy. All standardization, alignment, projects, and support services provided follow this strategic framework. Business outcomes, staff productivity, and system performance is directly attributed to Customer engagement at this level. Scheduled strategic reviews twice annually are recommended or more frequently as business conditions dictate. Additionally, Company shall provide account management services to ensure execution of the developed IT strategy remains aligned, within expected performance objectives, and produces desirable results. Account management meetings are critical to mutual success and provide valuable insight and feedback. These meetings are recommended quarterly or more frequently if desired.
- 3) **Support Services:** Company shall provide a managed remote, priority-based Service Level Agreement (SLA) to all covered business locations, workstations, servers and users (identified during initial onboard period), governed by minimum standards and fair-use practices, for ALL general break/fix and Install/Move/Add/Change activity (as defined in Service Element Definitions) on a scheduled or requested interval by the Customer. Services include server system performance, backup and restore of server systems/file structures, network and server management, spare IT equipment inventory management, computer imaging and deployment, and emergency support (as defined below). On-site support needs are determined solely by Company based on technical requirements and for the greatest benefit to Customer at an hourly or project rate as noted during service commencement. Support requests are submitted via email or through telephone to the Company service desk via contact information provided at commencement.

- 4) **Minimum Standards:** An onboarding assessment and strategic service review after commencement with Company is required to inform Customer of current security posture and to assist with establishing minimum technology standards aligned to meet short and long-term business objectives (IT Strategy). The Customer must endeavor to meet and maintain standards based on the Minimum Operating Environment Requirements with regularly scheduled Customer reviews. Failure to meet these standards increases support costs, dramatically affects security protections, and raises liability for the Customer. If remediation of standard deficits cannot be completed within a reasonable timeline established with the Customer, Company reserves the right to reduce or eliminate support for the affected user or asset until the asset can be replaced or either are brought into compliance. Customer shall assume all security liability for failure to meet minimum standards.

1) Minimum Operating Environment Requirements:

- a) All workstations and servers must be running a fully supported professional operating system (vendor supported with active security updates).
- b) All physical servers must have an active hardware service contract with on-site support.
- c) All workstation and server hardware must be less than 6 years old and support trusted platform module (TPM) 1.2 or higher for device encryption.
- d) All workstation and server software must be genuine, licensed, and supported.
- e) All workstation and server systems must have a currently licensed, up-to-date, and vendor-supported commercial antivirus solution.
- f) Customer shall maintain all necessary licenses, permits, rights, consents, registrations, approvals, and titles necessary for any software, hardware or applications in use for the business.
- g) Customer shall subscribe each covered user to an appropriate Microsoft (365) productivity product that permits data security alignment, standards, and support.
- h) Customer shall designate Company as “Partner of Record” and sole manager for Customer productivity suite.
- i) All passwords must meet NIST 800-171 guidelines for length and complexity.
- j) Access to all sensitive data sources must have multi-factor authentication (MFA) protections where possible.
- k) All system credentials (passwords) may only be stored in an encrypted, MFA secured system.
- l) All sensitive Company data must be encrypted in transit and at rest on any Company assets.
- m) Each covered user must be enrolled and active in a security training and education (awareness) program.
- n) All business-critical data must be backed up off-site and monitored with notifications on exceptions or failures.
- o) All business office locations with internet must have a currently licensed and supported hardware firewall with enabled security services.
- p) All network traffic must be properly segmented to prevent comingling of disparate data types (voice, data, IoT, wireless, etc.)
- q) All wireless data traffic must be encrypted.
- r) All line of business (LOB) applications deemed critical for operational function shall have active application support agreements.

B. Co-Managed IT Services:

- 1) **Security and Protection Services:** Company shall provide network security, uptime monitoring, local backup monitoring and remediation activity, and, if subscribed, managed remote support agents for all covered business workstation and server endpoints, managed business antivirus (AV) or endpoint detection and response (EDR) product, and operating system patching governed by retainer limits. Critical system monitoring services are provided 24x7 with regular patching activity on workstations and servers occurring no less than monthly.

- 2) **Support Services:** Company shall provide managed remote, escalated priority-based Service Level Agreement (SLA) to all covered business locations (identified during initial onboard window), governed by retainer limits and fair-use practices, for ALL general break/fix and Install/Move/Add/Change activity (as defined in Service Element Definitions) on a scheduled or requested interval by the Customer. Support services include server system performance, backup and restore of server systems/file structures, network and server management, computer imaging and deployment, and emergency support (as defined below). On-site support needs are determined solely by Company based on technical requirements and for the greatest benefit to Customer at an hourly or project rate as noted during service commencement. Support requests are submitted via email or through telephone to the Company service desk via contact information provided at commencement.

C. Time and Data Reporting:

- 1) **Time Recording:** All project and non-project work (including automated solutions) are recorded in 15-minute increments for remote work and 60-minute increments for on-site work during Company's regular business hours. All Project SOW's or SQ's will specify any variations of time accounting and service charge increments accordingly.
- 2) **Employee Census/Endpoint Adjustments:** Customer may be requested to provide active user (employee and contractor/vendor) information for which support is required, to assist with the reconciliation of Company provided services for accurate billing of covered users. Customer must provide this data within 5 business days after Company has made request. Security and system standardization activity will naturally align user census reporting to active, licensed users in the Microsoft 365 platform. This data will be used (once subscriptions are aligned for all covered users) to replace Customer provided census data and serve to reconcile appropriate productivity suite licensing. *Users requesting support which are not present in either census medium may not receive support until appropriate onboarding and licensing is completed.* Additionally, all covered workstation and server accounting will be provided through centralized reporting of remote agents installed on each endpoint. Endpoints with no reported connectivity after 90 consecutive days will be dropped from support and invoicing up to agreement limits. All data used for billing of services is subject to review at any time upon request.

2. CLOUD SERVICES

Service Features and Descriptions

- A. **ProSource Stratus:** Company shall provide a shared QuickBooks™ application instance for use with Customer provided data. The application interface may be accessed via HTML web browser or by Company provided software client. All instance resources provided are physically shared amongst tenants on the same virtual server with Customer data logically separated and privately secured. Customer is required to provide a QuickBooks desktop license to Company for Customer use. All QuickBooks licensing utilized in QuickBooks Shared Hosting must fall within the product support lifecycle by the manufacturer. Company shall manage all product updates for QuickBooks application instances.
 - 1) **Product Add-Ons:** Customer may request optional add-on modules that work in conjunction with a Stratus application instance. Each add-on may bear an additional monthly charge per Customer user per month. Each Add-on must be provided to Company for installation or update. Customer is responsible for providing notifications for any updates required.
- B. **ProSource Alto:** Customers subscribed to a ProSource Alto plan will operate in a dedicated resource virtual desktop interface (VDI). The number and types of users that may be included in a cloud subscription will depend on the specific need of the Customer and are detailed in the Service Quote (SQ).
 - 1) **Standard User** – Each standard user is granted access to the server with up to:
One (1) vCPU core

Two (2) GB of RAM
Twenty (20) GB of Tier 1 Hybrid Storage

2) Power User - Each power user is granted access to the server with up to:

Two (2) vCPU core
Four (4) GB of RAM
Fifty (50) GB of Tier 1 Hybrid Storage

3) Performance User - Each performance user is granted access to the server with up to:

Four (4) vCPU core
Eight (8) GB of RAM
One Hundred (100) GB of Tier 1 Hybrid Storage

- C. ProSource Cirrus/laaS:** Customers that are subscribed to a ProSource Cirrus/IAAS (Infrastructure as a Service) plan will operate in a dedicated resource VDI. Consumption for this service is component based with discrete pricing per virtual processing core, virtual ram per gigabyte, and physical disk storage consumed, aligned to Customer resource requirements and Platform Performance Standards. Per user pricing is provided on a tiered scale based on the number of users needed.

Support and Standards

- D. Support Services:** Company shall provide a managed remote, priority-based Service Level Agreement (SLA) to all provided environments and users, governed by Platform Performance Standards (PPS) and fair-use practices, for ALL general break/fix and Install/Move/Add/Change activity (as defined in Service Element Definitions) on a scheduled or requested interval by the Customer. Services include environment system performance, security monitoring, backup and restore of system and files, password and access trouble, limited application troubleshooting, and emergency support (as defined in Service Element Definitions). On-site support is NOT provided for these services. Support requests are submitted via email or through telephone to the Company service desk via contact information provided at commencement.
- E. Platform Performance Standards (PPS):** Company provides a high-performance computing platform with appropriate resourcing standards. Company, at its sole discretion, may adjust resourcing to maintain adequate performance per product vendor guidelines and to provide for optimal Customer experience. At no time shall any tier of ProSource Stratus, Alto, or Cirrus resourcing be permitted to exceed 90% CPU utilization for a 5-minute interval more than 3 times in a single business day, or 90% RAM utilization for a 2-hour interval more than 3 times in a single business day, or 85% per disk storage consumption in a single business day. Additional Customer usage and requirements can impact performance and may require additional resource costs to maintain performance standards.
- F. Resource Additions:** Customer acknowledges that additional resourcing may be added to meet PPS or application requirements without prior Customer approval. Notifications are provided to Customer that such additions are required and will be made with proper billing adjustments. Customer further acknowledges that Company is not obligated to provide support services related to Customer environment if remediation of the environment to meet PPS is not performed.
- G. Endpoint Security and Backup Services:** Company provides managed intrusion prevention, firewall security, business anti-virus or endpoint detection and response, and operating system patching for all cloud environments. All Customer data receives full backups for 14 days. All cloud environments are monitored 24x7 to ensure optimal performance and availability.
- H. Data and Account Security:** Company provides secure access to Customer data through recognized industry encryption standards. Customer data may NOT be encrypted-at-rest on shared or dedicated VDI instance storage unless expressly subscribed. Multi-factor authentication is **required** for all Customer-access accounts for enhanced security and account sharing is NOT permitted in any way. Registration of MFA/2FA is provided through a third-party service and requires private Customer registration details (security questions and personally identifiable information (PII)) that is stored securely and only reviewed to validate Customer identity for access in forgotten



credential situations. Registration with this service is required for all Company cloud services. Customer is advised to provide a named compliance officer for communication with Company on any security practices.

Customer Obligations

- I. **Acceptable Use:** Customer is forbidden to use any Company cloud service to conduct any illegal operation or be a party to terrorism, malware, virus, or (D)DoS attacks. Company reserves the right to limit, throttle or terminate services provided to Customer to ensure fair standards of use and to meet strict security guidelines to ensure Customer data safety. Fair use standards represent industry acceptable practices that, in general terms, are intended to provide the benefits for which the Customer is subscribed without causing burden, penalty, degradation, or security violation to Company or any other Customer by the subscribed Customer.
- J. **Data Protection:** Company uses industry best practices to ensure Customer data safety through malware and virus detection and intrusion prevention systems. Customer must ensure that reasonable safeguards consistent with industry data handling are employed to protect Customer data. Company shall not be responsible for Customer data loss due to malicious events or service impacts as a result of Customer security practices.
- K. **Application Licensing and Validation:** Customer may bring a valid application license for use in the Company cloud environment. Any license provided by the Customer must be validated by the Company licensing team with proof of ownership provided by the Customer. Each application provided for cloud services must be licensed (according to end user licensing agreement for manufacturer), designed to operate in the Company cloud environment, meet strict security and operating system requirements, and have an active application support agreement. Any application or license not meeting this validation criteria may not be used under the BYOL feature. Certain application licenses required by the Customer may be obtained by Company upon request through an approved SQ from sales@getprosource.com.

Service Limitations

- L. **Printing and Scanning:** Although most printers and scanners are compatible with Customer cloud environment, Company cannot guarantee that Customer printers and scanners will work in Customer cloud environment. Company recommends that Customer use TWAIN compliant scanners and cloud-ready printers. Company discourages the use of non-networked printers and scanners for use in Customer cloud environment. In some instances, Customer may need third party software for printers and/or scanners to fully function properly across the cloud desktop connection, which can be purchased at Customer's sole expense without guarantee that such software will work. Company cannot guarantee that all functions (including paper bin, duplex, or color selections) will be fully functional. Company does offer Professional Services for an hourly fee to assist Customer with issues with printer(s) and scanner(s) in Customer's cloud environment. If purchased, such services, will be governed by a separate SQ/SOW.
- M. **Maintenance:** Company has an established regular maintenance window from 10pm to 5am EST each evening for scheduled activity. Any Customer service affecting activity will be communicated in advance with planned commencement and conclusion times. Emergent maintenance activity will be scheduled, as circumstances allow, except when addressing a critical system failure or security problem affecting multiple Customers or services. Specific Customer-requested activity isolated to a single Customer environment may be scheduled to meet Customer requirements. Regular security and vulnerability patching will occur during this window at least monthly or as needed based on release schedules without specific advanced communication.

3. VOICE SERVICES

Service Features and Descriptions

- A. **Voice (VoIP) Calling:** Company provides a limited or unlimited telephone voice over IP (VoIP) service (as subscribed) that connects a Customer using a software or hardware telephony endpoint to another telephony endpoint, using internet services provided by Customer, at a specific destination. Features of the service are



described as indicated in the SQ. Limitations to the service may be imposed or exist for some international calling destinations based on calling rates, government restrictions, criminal activity, or Customer preference. Customer acknowledges in some cases (and described under Service Limitations), telephony calls may not be completed due to technical or physical limitations of Public Switched Telephone Network (PSTN) availability, carrier interconnect or other factors beyond Company control.

- B. Facsimile (Fax) Services:** Company provides a limited or unlimited facsimile over IP (FoIP) service (as subscribed) that connects a Customer using a software (email client) or hardware device to another fax endpoint at a specific destination using internet services provided by Customer. Features of the service are described as indicated in the SQ. Limitations to the service may be imposed or exist for some international calling destinations based on calling rates, government restrictions, criminal activity, or Customer preference. Customer acknowledges in some cases (and described under Service Limitations), fax calls may not be completed due to technical or physical limitations of Public Switched Telephone Network (PSTN) availability, carrier interconnect or other factors beyond Company control.
- C. E911/Location Services:** Enhanced 911 services are provided at no additional cost to Customer; however, VoIP service works differently than traditional telephone services and as such, the ability to complete 911 calls are affected by internet availability and other factors beyond the control of Company. By using this service, Customer agrees to hold Company harmless for any problems associated with completing emergency calls and circumstances arising from this inability. All 911 calls completed are provided to a local/regional Public Service Answering Point (PSAP) carrier within the address area provided by Customer at engagement (business address). Customer has responsibility to notify Company of any service address changes so proper 911 address information can be provided to the local emergency agency. Invalid addresses provided to local agencies carry penalties that will be assessed to Customer if improper address is on file.
- D. Number Portability:** Upon engagement and receipt of a Letter of Authorization, all Customer telephone numbers requiring portability will be released to Company carriers for porting and service is in effect with the standard cancellation policy (Term). Number portability timeframes are governed by the “losing” carrier and may be extended. Customer is responsible for proper notification/cancellation of services with former provider AFTER service has been established and all number porting has completed. Company shall have no liability for Customer contracts with alternate providers or any expenses to terminate or discontinue prior services.

Service Limitations

- E. Quality of Service:** There are numerous variables that affect VoIP services and reliability. Client network and Internet Service Provider (ISP) performance are key contributors to service effectiveness and impairment. ProSource may provide recommendations to client for network equipment, configuration, and management techniques to improve service reliability. ProSource liability shall be limited to the cost of monthly service provided. Under no circumstance shall ProSource be liable for business revenue loss, directly, or indirectly from the provision of this service.
- F. Connectivity:** Customer Wide Area Network (WAN) must consistently have 20MB/s of Coaxial or 10MB/s of Fiber Bandwidth. DSL or Dial-Up service is not supported for Company voice services. Round trip time (RTT) to the Company data center should be under 100ms for optimal voice service performance.
- G. High Risk Use Prohibited:** THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. CUSTOMER SHALL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.

4. GENERAL PROVISIONS

- A. Master Service Agreement Controls:** Unless stated otherwise in a SQ, SOW, CO or other agreement between the parties, parties' relationship is governed by, and these service terms are subject to, incorporate, and incorporated into, the MASTER SERVICES AGREEMENT General Terms and Conditions executed between the parties.
- B. Updates:** All Terms and Conditions contained in this document are subject to change from time to time with a 30-day written notice to affected parties and are expressly governed by Company MASTER SERVICES AGREEMENT (incorporated herein). A copy of the Master Services Agreement and any changes to this document may be obtained and referenced in correspondence (electronic or otherwise) by email to: billing@getprosource.com or telephone number: 888-948-7767, option 3 during regular business hours. Any changes posted to Terms and Conditions are deemed to be accepted by Customer with continued use of services beyond the effective date of change.
- C. Fair Use:** Company provides high-quality managed IT, cloud and voice services and support per covered user, cloud environment, workstation, and server. Company carefully tracks usage and support trends to ensure reasonable industry guidelines are maintained and standards are followed. Customer has a responsibility to ensure each user consumes the provided services in a manner consistent with job responsibilities. Company provides limited computer usage training and no specific application support (best effort). Excessive use of support resources for "How To", Customer application specific questions, administrative training, or excessive workstation repair (more than 3 per month) are NOT included services or considered standard support in nature.
- D. Service Element Definitions**
- 1) **Break/Fix:** General Break/Fix (B/F) items consist of a malfunction or non-function of a computer or network element inclusive of error messages, virus/malware, connected peripheral problems, internet access, login and password problems, file and directory access, print services, and hardware failures for previously operational production systems. **BREAK/FIX Qualification:** If the computer/system was working and now is no longer working, it is considered Break/Fix.
 - 2) **Install/Move/Add/Change:** Install/Move/Add/Change (IMAC) are non-break/fix related requests inclusive of but not limited to installation of new equipment or software, new users, changes to current users, hardware and software upgrades, infrastructure additions and upgrades, or changes to any system that is in a functional state but requires a service be performed so it can function or behave differently.
 - 3) **Project:** A project is special type of IMAC defined as work outside of day-to-day general Break/Fix and maintenance including, but not limited to the following: office relocations, planned software and hardware additions, renovations, expansions, reconfigurations, network infrastructure upgrades or additions, server hardware installations or additions, wiring/cabling services or ANY IMAC activity impacting 5 or more persons as part of the same activity.
 - 4) **Emergency:** Emergencies are defined as an event that causes grave impact or harm to an entire business unit or operating entity for which there is no reasonable workaround. Emergencies must cause significant impact financially or operationally to more than one person in a Customer group to qualify for emergency service under SLA.
- E. Support and Service Levels**
- 1) **Service Level Agreement (SLA):** Company shall provide the following priority-based Service Level for all services with the following **response times**:
 - a) **P1** – Emergent (B/F) – 2 Business Hour Response (Break/Fix Only)
 - b) **P2** – Standard (B/F) – 4 Business Hour Response (Break/Fix Only)
 - c) **P3** – Low (IMAC) – 3 Business Day Response (IMAC Only)
 - d) **No Service Level (Non-SL)** - Questions/Research are not included and billed at Company's hourly rate.

- 2) **Standard Support:** Company shall respond to Customer's service request during regular business hours **Monday – Friday, 8am to 5pm EST, excluding US national holidays**. Support will be based on Customer details provided and Company qualification at the prescribed SLA Priority level set. Support engagement is provided through email and telephone support through the Company service desk via contact information provided at commencement. Standard Customer email requests received after 1:00 PM EST may not be handled until the next business day.

Qualifications:

- a) **Managed/Co-Managed IT:** General Break/Fix, IMAC, non-project requests. APPLICATION SUPPORT IS PROVIDED AS BEST EFFORT with diagnosis for vendor escalation. Customer is advised to maintain an application support agreement from the application vendor. Any on-site requirement is evaluated remotely and carefully based on Customer impact, and at Company discretion, is scheduled, dispatched, and billed at the appropriate on-site rate.
 - b) **Cloud Services:** Environment performance, availability, access/security (password/MFA), application errors (diagnosis for vendor escalations), and data backup and restoration services. APPLICATION SUPPORT IS PROVIDED AS BEST EFFORT with diagnosis for vendor escalation. Customer is advised to maintain an application support agreement from the application vendor.
 - c) **Voice Services:** Service connectivity, call quality, access/security (password/MFA), new additions or deletions, single number call forwarding, and customer portal access. SIGNIFICANT CALL-ROUTING, FUNCTIONAL OR PROGRAMMING CHANGES ARE NOT CONSIDERED SUPPORT and require a professional services engagement.
- 3) **Emergent Support:** For qualified Emergency events, Company shall respond to Customer's emergent request 24h x 7d within the Emergent(P1) response time after receiving proper notification. *All emergent support requests MUST be telephoned into the Company service desk for proper notification* and, if after 5pm EST Monday – Friday or anytime on Saturday or Sunday, after-hours support is available with qualification criteria for _____ specific _____ services.
- 4) **After-Hours Support:** After-hours support is provided **Monday – Friday 5pm EST – 8am EST and the entirety of Saturday and Sunday, including US national holidays** for qualified events. All after-hours service requests MUST be telephoned into the Company Service Desk for proper notification. For after-hours assistance, a message MUST be left on the Company emergency support voicemail (888-948-7767, Option 5) with specific qualifying details along with the Customer business name, employee contact name and return telephone number. A Company Engineer will receive this information, qualify the support event, and make appropriate contact. Company shall be solely responsible for determining event qualification.

Qualifications:

- a) **Managed/Co-Managed IT:** Emergent Support Only. If on-site service is required, it will be scheduled for the next business day or as soon as practicable (at the appropriate on-site rate).
- b) **Cloud Services:** Access related problems (password or MFA), hung sessions, extreme performance problems, and general availability). APPLICATION SUPPORT IS NOT PROVIDED after-hours.
- c) **Voice Services:** Emergent Support Only.

F. Service Guarantees

- 1) **Worry Free Guarantee:** All Company voice and fax services come with 30-day Worry Free Guarantee (WFG). WFG begins on service commencement for 30 consecutive days for each service type subscribed (voice or fax). If customer cancels service within the first 30 days (in writing), the selected term is voided, and service is discontinued. Any new hardware purchased for the installation may be refunded within 10 business days minus a 20% restocking fee provided all items are in original packaging and in sellable condition. If any products are leased, Customer shall be responsible for all lease termination requirements with lease agency. Customer is responsible for all usage accrued during usage period and for all voice and IT related services

and charges for establishing alternate services.

- 2) **Support:** Company will guarantee the SLA response time for all qualified service requests. Qualification requires a Company service team member to triage each service request for completeness, impact, and accuracy before assignment to the appropriate SLA category. Customer disagreement arising with an SLA classification may be escalated through the Company service desk for resolution. For credit qualifying events, Company will provide a service credit equal to five percent (5%) of the monthly fee for each sixty (60) minutes of missed service levels calculated during a calendar month, up to fifty percent (50%) of the monthly fee for the affected service(s).
- 3) **Network:** Company will guarantee that Company data center network will be available 99.9% of the time in each month, excluding Maintenance. The data center network means the portion of the network extending from, but not including the data center common carrier facilities to the inbound port on the Company border router and includes Company managed switches, routers, firewalls and cabling. Company will provide a service credit of five percent (5%) of the monthly fee for each sixty (60) minutes of unplanned network downtime calculated during a calendar month, up to fifty percent (50%) of the Customer monthly fee for the affected service(s).
- 4) **Service Platform:** Company will guarantee the availability of the service platform 99% of the time in each calendar month, excluding Maintenance. Customer will receive a credit of five percent (5%) of the monthly fee per additional sixty (60) minutes of downtime calculated beyond the service availability, up to fifty percent (50%) of Customer monthly fee for the affected service. This guarantee excludes customer requested services, application reconfigurations, installations, and patching.
- 5) **Measurement of Time Period:** For the purpose of determining credit calculations, time periods will be measured from the time stamp generated by our alert management system or our ticketing system, whichever is first, until network availability is restored to the affected service in non-maintenance conditions. Customer may open a support ticket to document the start time for a support request or incident or may contact us by telephone during support hours and Company will open a ticket. If Customer contacts by telephone, there may be a delay between the time of the call and the time we open a ticket.

G. Service Credits and Exclusions

- 1) **Cumulative Credit Limit:** Notwithstanding anything in this Agreement to the contrary, the maximum total credit for any calendar month for failure to meet Service Level Guarantees under this Agreement, including all guarantees, shall not exceed one hundred per cent (100%) of Customer monthly fee for the affected service. Credits that would be available but for this limitation will not be carried forward to future months. Service credits can only apply to outstanding or future invoices only and are forfeit upon termination of this Agreement. Company is not required to issue refunds or to make payments against such service credits under any circumstances. Service credits are Customer's sole remedy for any service failure.
- 2) **No Maintenance Credits:** Customer is NOT entitled to a credit for downtime or outages resulting from any scheduled Maintenance activity. For the purposes of the Service Level Guarantee, Maintenance shall mean a) Company scheduled maintenance windows during off peak hours in the time zone where the data center is located; b) Scheduled Customer maintenance—maintenance of Customer configuration requested by the Customer and scheduled with the Customer in advance (either on a case by case basis, or based on standing instructions), such as resource additions, hardware or software upgrades; c) Emergency maintenance—critical unforeseen maintenance needed for the security or performance of any configuration of Company's network and hosting systems.
- 3) **Extraordinary Events:** Customer is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, virus attacks, hacking attempts, acts of God or nature, or any other circumstances outside Company control.



- 4) Exclusions:** The following items are specifically excluded from this agreement and are billable at applicable hourly, vendor or project rates:
- a) Parts, equipment or software not covered by vendor/manufacturer warranty or support.
 - b) The cost of any needed parts, equipment, or shipping charges of any kind.
 - c) The cost of any software, licensing, or software renewal or upgrade fees of any kind.
 - d) The cost of any Customer third party vendor/manufacturer licensing, support, service or incident fees of any kind.
 - e) The cost to bring Customer's environment up to minimum standards required for services.
 - f) Direct application support for ANY hardware or software product not expressly included in Company provided services.
 - g) Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
 - h) Service and repair made necessary by the alteration or modification of equipment other than that authorized by service provider, including alterations, software installations or modifications of equipment made by Customer's employees, contractors or anyone other than Company.
- 5) Third Party Licensing:** Any third-party (software) licensing or product with an annual commitment (Microsoft 365, Adobe, or other subscriptions) provided and invoiced by Company requires payment in full or must be transferred as directed by Company prior to termination.

END OF TERMS AND CONDITIONS