Service Attachment (SA) for Managed Cloud Services

For ALL Managed Cloud Services Subscribers – Revised 05/01/2022

This Managed IT Service Attachment is between Cyber One Solutions, LLC. a Texas Limited Liability Company (sometimes referred to as "we," "us," "our," "Partner," OR "Provider"), and the Client found on the applicable Quote (sometimes referred to as "you," "your," "Customer," OR "Client") and, together with the Quote and relevant Master Services Agreements forms the agreement between the parties.

The parties further agree as follows:

LICENSING

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

REMOTE ACCESS, MONITORING AND MANAGEMENT

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

SCOPE – SERVICE DESCRIPTIONS

MANAGED COLO SERVICES

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

- **Dedicated Hosted Servers**
  o Provider maintains latest hardware platform and hardware updates,
  o Proactive Managed of Dedicated Compute Nodes,
  o Proactive Monitoring of Dedicated Compute Nodes,
  o Replacement of Defective Hardware,
  o Troubleshooting Compute Nodes,
  o Firmware Updates,
  o Change Managed Policies Control Environment,
  o Redundant Storage and Network Fabrics,
  o Does Not Include Windows Server OS licenses for Hosted VMs.
- **Virtual Servers / Computer Instances**
  o Monitoring of CPU, RAM and Storage Performance,
  o Expansion of Resources (CPU, RAM and Storage),
  o High Availability of Configuration for Optimal Uptime,
  o Performance Recommendations,
  o Shutdown/Reboot Capabilities.
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- **Hosted Primary Storage**
    - o Redundant Storage Fabrics for Optimal Uptime/Availability,
    - o Troubleshooting Storage Performance Issues,
    - o Proactive monitoring of disk latency/throughput,
    - o Migration of data from one tier of storage to another,
    - o Provisioning of new storage volumes,
    - o Expansion of existing storage volumes,
    - o Monitoring Uptime of Storage Subsystems.
- **Network Services**
    - o Distributed Denial of Service Mitigation on Secure Bandwidth,
    - o Routing Changes and Troubleshooting,
    - o Layer 2 and Layer 3 Network Troubleshooting,
    - o VPN (site to Site and Client Access) Troubleshooting,
    - o MPLS Configuration and Troubleshooting,
    - o Point to Point Ethernet Configuration and Troubleshooting,
    - o Port Group Configuration
    - o VLAN/VRF Configuration,
    - o Tenant Segregation/Isolation,
    - o Cross Connect Provisioning and Ordering.
- **Web/Application Load Balancing/Application Delivery Controller**
    - o High Availability Configuration and Troubleshooting,
    - o Configuration of Virtual Ips and Server Pools,
    - o SSL Offloading Configuration and Troubleshooting,
    - o Application Publishing Acceleration and Redundancy.

BANDWIDTH

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

- **Hosting Bandwidth per MBPS**
    - o Bandwidth provided from the Cyber One Solutions COLO/Hosting facility. Internet Bandwidth is bonded across four (4) separate carriers with redundant uplink for complete redundancy.
- **DDOS Protection**
    - o Datacenter to Public Cloud Transport Bandwidth – Redundant,
    - o Bandwidth allocation in MBPS for DC to Public Cloud Transport,
    - o Up to 1Gbps of attack mitigation.
- **ExpressRoute for Private Cloud**
    - o Azure ExpressRoute virtual cross connect via Microsoft MPLS,
    - o Redundant virtual connections to Azure ExpressRoute,
    - o Layer 2 VLAN segregation,
    - o Routing to tenant subnet,
    - o Troubleshooting,
    - o Excludes Firewall between Tenant Subnet and Public Cloud,

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- o   Up to 1Gbps connectivity.

PUBLIC CLOUD

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

- **Microsoft Azure Billing**

  Microsoft Azure Cloud Monthly Usage May Include the following:

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

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

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BACKUP AS A SERVICE, ("BaaS"/"CBaaS"/"BDR")

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

- **Backup as a Service (Private Cloud)**
    o Monthly Backup report including storage usage,
    o Backup alert monitoring and escalation,
    o Standard backup job troubleshooting,
    o Backup job optimization,
    o Data encryption in-flight,
    o Data encryption cloud repository,
    o Source server troubleshooting is done only with a Managed IT Services agreement for the source device,
    o Random restore testing.
- **Backup as a Service (On-Premise)**
    o Includes Acronis licensing and Cloud Storage Entitlement,
    o Daily backup alerts,
    o Monthly backup report including storage usage,
    o Backup alert monitoring and escalation,
    o Standard backup job troubleshooting,
    o On-premise backup server infrastructure patches and updates,
    o Data encryption on-premise repository,
    o Data encryption in-flight
    o Data encryption cloud repository,
    o Source server troubleshooting is done only with a Managed IT Services agreement for the source device,
    o Random restore testing.

Services for BDR exclude the manager of the source machine or endpoint target unless source is under a Managed IT Services Agreement.

- **Backup as a Service – Acronis Cyber Cloud Repository**

    Consumption or Workload based on amount of storage consumed per GB or number of protected workloads.

    o Any amount of retention time,
    o Any number of recovery points,
    o Used for Acronis Cyber Cloud only,
    o Excludes Hosted VMs VMWare and Hyper0V only supported,

DISASTER RECOVERY AS A SERVICE, ("DRaaS"/"BDR")

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

- **Replication Support**
    o Replication job setup,
    o Replication job troubleshooting,

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- o   Replication sync monitoring,
- o   Support for bi-annual failover test,
- o   Failover documentation manual/runbook,
- o   Support for disaster failover,
- o   Per Protected Virtual Machine,
- o   Require VMware vCenter or vSphere at source protected site,
- o   Excludes Computer, Network or Storage Resources.

COLOCATION (CAGE, RACK, POWER AND CONNECTIVITY)

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

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

Colocation (Per Rack Unit)

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

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

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

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

PRODUCTIVITY TOOLS

Provider will install and support Microsoft Office 365 on each Device covered by this Attachment. Client designates Provider as its agent to provide the Service to Client, and to enter into any third-party relationship to provide the Service to Client. Use of this software is subject to the Microsoft Cloud Agreement, which Client and Provider agree has been provided or is accessible to Client. Client agrees to be bound by the Microsoft Cloud Agreement and/or Microsoft's End User License Agreement and understands that the Microsoft Cloud Agreement and/or Microsoft's End User License Agreement is subject to change by Microsoft without notice. Provider will provide and install anti-virus software of Provider's choosing for each Device covered by this attachment at an additional monthly fee per Device. While Provider will make reasonable effort to ensure Client Devices and Client's network are safe from viruses, malware, bugs, hacking, phishing schemes or defective or malicious files, program or links ("Harmful Content"), of any kind whether now known or hereinafter invented, Provider does not guarantee that Client computers or network cannot be infected by Harmful Content. Where this does happen, Provider will provide commercially reasonable Services to mitigate the Harmful Content. Additional Services will be available upon mutual agreement of the parties.

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

- **Office 365 Enterprise E3 (Standard), (Standard Support)**
    o Exchange Online,
    o SharePoint Online,
    o SfB Online,
    o Unlimited OneDrive for Business Storage,
    o Office ProPlus.

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

- **Office 365 Business Premium (Standard Suite)**
    o Exchange Online,
    o SharePoint Online,
    o SfB Online,
    o Unlimited OneDrive for Business Storage.

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

- **Office 365 Business Standard (Standard Suite)**
    o Exchange Online,
    o SharePoint Online,
    o SfB Online,
    o Unlimited OneDrive for Business Storage.

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

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USER CREDENTIALS

In connection with such access, we or any third-party service provider may issue user credentials allowing your users to access the Services. All user credentials are Provider Confidential Information, as defined in the Master Services Agreement. You shall not share Provider user credentials with any third party without prior written consent from Provider. 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 written approval from Provider. Provider reserves the right to require that Client changes users' passwords at any time, with reasonable notice. All user credentials will automatically expire at the end of the Term.

RESTRICTIONS

As between the parties, Provider retains all right, title and interest in and to the Services and their various components, along with all intellectual property rights associated therewith. Other than as expressly set forth in this Service Attachment, no license or other rights in or to the Services are granted to Client, and all such licenses and rights are hereby expressly reserved. In addition, Client or Client's employees or associates 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 other 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 part 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,
- 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 on Provider's behalf to provide the Services.

THIRD-PARTY PROVIDERS

Some components of the Services or the Provider Materials may be provided through or licensed from third parties, including but not limited to third-party software, products or services ("Third-Party Materials"). Your use of all such Third-Party Materials is subject to the terms of this Service Attachment. Provider, and not those third parties, will provide any and all technical support related to the Services, including support related to those third-party components. However, under certain circumstances, pursuant to the terms of applicable third-party license or service agreements, Provider may be obligated to provide certain information to those third parties regarding the Services and/or regarding your identity. You consent to such disclosures. Where practicable, Provider will make available to Client, for Client's review, links to or copies of license agreements relating to Third-Party Materials, including their warranties and restrictions. Client understands and agrees that Third-Party Materials will be warranted only by the third-party provider and only as and to the extent set forth in such provider's license agreement, and that Provider will not be responsible,

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and makes no warranty, with respect to Third-Party Materials. Furthermore, Provider accepts no responsibility for service failures, data loss, service interruption, third-party service providers, or Third-Party Materials.

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

Within thirty (30) days of the termination of this Agreement, Provider shall remove, or cause to be removed, all copies of the Client's Services and/or Provider Materials from the Client's devices, or otherwise ender 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. Client 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 server physical or environmental damaged ("High Risk Use"). High Risk Use does not include utilization of the Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. Client agrees to indemnify and hold harmless Provider from any third-party claim arising out of Client's use of the Services in connection with any High Risk Use.

NO ILLEGAL USE

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

RESTORABLE BACKUP

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

SUPPORT SERVICES

In connection with the Services that are within the scope of this Service Attachment, we will provide to your designated administrator(s), technical contacts or users (1) management of the Services by individuals trained in the Service you have selected, and (2) phone and e-mail support 24 hours per day, 7 days per week, 365 days per year. Additional fees, or hourly support charges, may be incurred when applicable to any and all support service requests.

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BACKUPS

Using any data-backup solutions owned by or licensed to Client, Provider will: (1) work with customer to develop backup strategy; (2) Create and modify backup jobs as per customer request; (3) Monitor the status of all scheduled and on-demand backup jobs; (4) Troubleshoot failed backups; (5) Notify Customer by email of any repetitive backup failures and corrective actions being taken; (6) Remotely perform Client-requested restore operations to recover deleted files and corrupted files from backups; (7) Contact Client should user intervention be required, such as cycling of tapes into or out of tape drives, or cycling external drives offsite, etc.; (8) Perform a monthly restore test (Requires Cyber One Solutions managed and support BDR solution).

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

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

PROVIDER OBLIGATIONS AND WARRANTY

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

DATA SECURITY AND PRIVACY

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

As between Provider and Client, all Client Data is owned exclusively by Client. Client Data constitutes Confidential Information subject to the terms of the MSA. Provider may access Client's User accounts, including Client Data, solely to respond to service or technical problems or otherwise at Client's request.

MAINTENANCE WINDOWS

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

WARRANTY

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

HOWEVER, WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINSTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN THE 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 WARRANTED THAT DATA BACKUP-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.

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IN ADDITION, CLIENT ACKNOLWEDGES 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 ALL LAIBILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

ACCEPTABLE USE AND LIABILITY

ACCEPTABLE USE

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

CLIENT LIABILITY

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

IP ADDRESS OWNERSHIP

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

DOMAIN NAMES

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

CLIENT OPERATING ENVIRONMENT

Unless otherwise agreed in writing by the parties, Client must ensure the availability of Client's network, IP WAN connection, and all component systems to be backup up by the Provider backup Service.

In addition, unless otherwise agreed in writing by the parties, Client also must define appropriate backup sets and schedules for those systems to be backed up before Provider may commence delivery of Services under this Attachment. Provider cannot and does not guarantee to successfully back up all open files.

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Unless otherwise specifically agreed by the parties, Provider is not obligated to perform any data restore operations under this Attachment.

CONFIDENTIALITY AND DATA SECURITY

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

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

ADDITONAL CLIENT OBLIGATIONS

HARDWARE REQUIREMENT

Client equipment must be maintained under manufacturers warranty or maintenance contract or is in working order. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufacturers warranty or maintenance contract or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

MINOR ON-SITE TASKS

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

SERVER UPGRADES OR REPAIR

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 Client's computers or servers.

SUITABILITY OF EXISTING ENVIRONMENT

MINIMUM STANDARDS REQUIRED FOR SERVICES

Client represents, warrants and agrees that its existing environment meets the following requirements or will obtain upgrades to its existing environment to meet the following requirements within ten (10) days of the Quote Acceptance Date ("Minimum Standards"):

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- 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.
- 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.
- All server and desktop software must be genuine, licensed and vendor supported.
- All wireless data traffic in the environment must be securely encrypted.
- Provider may deliver on-site Equipment in order to meet service requirements, as needed.
- Client's network environment must be configured with centralized authentication services such as Microsoft Active Directory or Radius services.

SERVICE FEES

SETUP FEE

Prior to the delivery of the Services, Provider will charge a Setup Fee in order to deploy and configure the Services under this Service Attachment. Provider will identify the Setup Fee in an initial invoice, and Client shall pay the Setup Fee, as set forth in the MSA. Provider shall have no obligation to continue with the delivery of any Services under this Service Attachment until it receives payment for the Setup Fee.

SERVICE FEE

Provider monthly will conduct an inventory of the number of users, devices or network connected or connecting to the Services, based on the Service units identified in the attached Quote (the "Quantity").

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

Under no circumstances during the Initial Term (defined below) may the total Quantity decrease to less than the Quantity indicated on the first month's invoice for Services. Provider's invoice will be based on at least that number, notwithstanding any actual decreases in those numbers. Client shall pay all such charges as set forth in the MSA.

ADJUSTMENTS TO SERVICE FEE RATES

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

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TERM AND TERMINATION

TERM

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

RENEWAL

"Renewal" means the extension of any Initial Term specified on a Quote for an additional twelve (12) month period following the expiration of the Initial Term, or in the case of a subsequent Renewal, a Renewal term. This Service Attachment will renew automatically upon the expiration of the Initial Term or a Renewal term unless one party provides written notice to the other party of its intent to terminate at least sixty (60) days prior to the expiration of the Initial Term or of the then-current Renewal Term.

MONTH-TO-MONTH SERVICES

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

EARLY TERMINATION BY CLIENT WITH CAUSE
Client may terminate this agreement for cause following sixty (60) days' advance, written noticed delivered to Provider upon the occurrent of any of the following:
-    Provider fails to fulfill in any material respect their obligations under this agreement and fails to cure such failure within thirty (30) days following receipt of Client written notice.
-    Provider terminates or suspends business operations (unless succeeded by a permitted assignee under this agreement)

EARLY TERMINATION BY CLIENT WITHOUT CAUSE

If an initial Term is specified in the Quote, and if Client has satisfied all of the 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 Term upon sixty (60) days advance, written notice, provided that Client pays Provider a termination fee equal to one hundred percent (100%) of the recurring Monthly Service Fees remaining to be paid from the effective termination date through the end of the Initial Term, based on the prices identified on the Quote then in effect.

Client may terminate this Service Attachment without cause following the Initial Term upon one hundred eighty (180) days advance, written notice, without paying an early termination fee.

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 for less than ninety (90) for illegal Client conduct. Provider may suspend the services upon ten (10) days of the Client violates a third-parties end user license agreement

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regarding provided software. Provider may suspend Services upon fifteen (15) days if Client's action or inaction hinder Provider from providing the contracted Services. Provider may suspend Services upon five (5) days if Client's billing account contains past-due invoices.

EFFECT OF TERMINATION

As long as Client is current with payment of: (i) The Fees under this Agreement, and/or (ii) any Project Services Attachment or Statement of Work for Off-Boarding, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider the actual costs of delivering any such assistance. Terminations 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 the Client's devices, and Client hereby consents to such uninstall procedures.

In addition, upon request by Client, Provider will make available to Client a copy of Client Data in exchange for a data-copy fee specified in the attached Fee Schedule, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either part 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.

This area has been intentionally left blank.

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