

Service Attachment (SA) for Managed IT Services

For ALL Managed IT 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:

SCOPE – MONITORING AND SUPPORT SERVICES

Remote Support

In connection with the Services listed in detail on your Quote for Managed IT Services, Client is entitled to the Services to be performed within the scope of this Service Attachment.

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

- **Bronze Level Support** shall be available from 8 AM to 5 PM CST, Monday – Friday, excluding Provider’s observed holidays. No After-hours support will be available with this coverage plan.
- **Silver Level Support** shall be available from 8 AM to 5 PM CST, Monday – Friday, excluding Provider’s observed holidays. After-hours remote support is available for Priority 1 or 2 (defined in SLO’s) from 7:00 AM to 6:00 PM CST, Monday – Friday.
- **Gold Level Support** shall be available from 8 AM to 5 PM CST, Monday – Friday, excluding Provider’s observed holidays. After-hours remote support is available 24x7x365.

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

Unless otherwise agreed in writing, any remote support provided outside of the Coverage parameters listed above will be considered billable to the Client at Provider’s current rates for hourly support.

Service Requests – General Support Structure

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

Global Onsite Support

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

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

Any dispatch to Client locations within the Standard Coverage Area will follow the following parameters:

- **Bronze Support** shall not be included in this agreement and subject to additional billings at Provider's current rates for travel, mileage, per-diem, and hourly support.
- **Silver Support** shall not be included in this agreement and subject to additional billings at Provider's current rates for travel, mileage, per-diem, and hourly support.
- **Gold Support** shall be included in this agreement at no additional charge.

Any dispatch to Client locations outside of the Standard Coverage Area will be billed at Provider's current rates for travel, mileage, per-diem, and hourly support.

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

Client Point of Contact

Client shall assign a technical Point of Contact ("POC"), which shall be the primary interface between Provider and/or Provider's resources responsible for service delivery.

In-Scope Equipment

Provider can provide onsite troubleshooting and equipment installation, equipment removal, and/or equipment replacement services on the following elements within Client's infrastructure, including servers, desktops, notebooks, tablets, printers, network equipment, and other standard devices.

Provider will not provide support, repair, or maintenance services for the following:

- Equipment and infrastructure that is not owned by Client as a part of this agreement.
- Warranty or repair services on behalf of any manufacturer as a part of this agreement.

Travel

All travel to Client's locations within the Standard Coverage Area is included in this agreement. All travel outside of the Standard Coverage Area is billable to Client at provider's at-then travel and mileage rates. Any travel requiring airfare, hotel and other applicable expenses will be invoiced to Client at cost plus ten percent (10%).

Hours of Coverage

Standard Business Hours are defined as Monday through Friday, 8:00 AM to 5:00 PM Central Standard Time (CST). Any remote or onsite support services outside of the Standard Business Hours will depend on resource availability and the level of support in which the Client is subscribing.

Response Time

Onsite Support SLO begins when an onsite dispatch is deemed appropriate by Provider. Onsite response time is the time between when Provider dispatches a Field Technician to an affected site or two (2) hours after the initial call is made to Provider’s dispatch team (the earlier of these shall be deemed the “Onsite Response Time Starting Point”) and when the Field Technician arrives onsite.

The response time between dispatch and arrival onsite can be impacted by the distance from the Client’s site, traffic conditions, accidents, or any other reasonable delays. The response time could also be delayed depending on the availability of the nearest Field Technician with the proper skills to begin troubleshooting.

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

Provider and Client establish the following response time goals:

Response Time Goals	Standard Business Hours / Arrival Onsite		Non-Standard Business Hours / Arrival Onsite	
	Call Received M-F, 8 AM – 3 PM CST	Call Received M-F, 3 PM – 8 AM CST	Call Received M-F, 8 AM – 3 PM CST	Call Received M-F, 3 PM – 8 AM CST
Scheduled	2BD	3BD	N/A	N/A
NBD	NBD	2BD	Commercially Reasonable Effort	Commercially Reasonable Effort
SBD (8-Hour)	8 Business Hours	8 Hours after the start of the next business day	Commercially Reasonable Effort	Commercially Reasonable Effort
4-Hour	4 Business Hours	4 Hours after the start of the next business day	Commercially Reasonable Effort	Commercially Reasonable Effort

Table Definitions: “NBD” is Next Business Day. “SBD” is Same Business Day. “2BD” is within the next two business days.

Dispatch Process

Provider shall receive a dispatch request for onsite Field Technician support from the Client’s POC (or otherwise agreed). The Dispatch Request shall be properly submitted by (a) emailing the helpdesk via support@cyberonesol.com and obtaining a ticket number, (b) calling the helpdesk via (866) 998-7691 and obtaining a ticket number, or (c) by using the Support Portal located at <https://cyberonesol.com> and obtaining a ticket number.

When delivered by Client, the dispatch request shall at a minimum identify the facility name, local contact, address, telephone number, nature of the problem, and any special request or other more specific information (i.e., any special skills required, test equipment, unusual site needs, etc.). Client’s POC shall select an onsite response time based on

service needs. Provider shall keep up to date the internal trouble ticket based upon any information provided, including any updates that are communicated after the initial request.

Field Technician Assignment

Provider shall identify a Field Technician for dispatch. Once the Field Technician has acknowledged the assignment, Provider shall contact the Client's POC and provide the Field Technician personnel's name, phone number and Estimated Time of Arrival ("ETA") to the associated site.

Dispatch Monitoring

Throughout the performance of the dispatch, Provider will be available to Client's POC to answer the POC's questions regarding the progress of the dispatched resource(s).

Technical Escalation

Provider will coordinate with the Field Consultant for onsite direction and assistance with technical issues and questions. Provider shall facilitate technical assistance at the request of Client's POC or the Field Technician.

Call Closure

Provider's Field Technician shall contact Provider to confirm repair and, if requested by Client, Provider will request a release from the site by Client's POC. The POC will send an email notification to Provider verifying that release was granted and the time that it occurred.

Client Responsibilities

Site Access

Provider shall contact Client and ask for free and open access to the site so that problems are expeditiously resolved. If necessary, Client shall arrange for facility management personnel to be available to support Provider's staff arrival outside of Standard Business Hours.

Equipment Access

Provider shall work with its Client to ensure that free and open access to equipment. It shall not be the responsibility of the Provider's staff to move boxes, equipment, furniture and so forth to gain access to the equipment.

Site Hazards

Client, but only to the extent of its actual knowledge thereof, shall inform Provider or the relevant Provider staff of all environment factors affecting a site (i.e., asbestos and other hazardous materials, unexposed high voltage wiring, etc.) of which it is then currently aware, and shall attempt to have the Client ensure that such factors are readily revealed to Provider's staff prior to performing service.

Resource Descriptions

Helpdesk Technician: A standard technician used for Tier 1 Support.

Systems Engineer: An advanced technician which includes Tier 1 Support and Tier 2 Support.

Sr. Systems Engineer: An advanced network technician who performs Tier 3 Support.

Key Assumptions

Helpdesk Technician Skills: PC Work and minor cabling. Can take instructions and work with preconfigured devices.

Advanced Technicians Skills: Ability to work under minimal supervision with significant skills related to job-specific responsibilities. Ability to address tactical break/fix situations and is proactive in identifying technical needs. Able to provide network, server and additional device support.

Other skill levels are available upon request. All staff will be English speaking.

Market Rates

Market rates for Global On-Site Support may fluctuate during the term of the Agreement. Current rates are \$150 per hour.

Support Escalation Procedures

Client can call into the main Provider support number at any time to request a management review of their current support request.

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

New PC Setups

Provider new PC setup services covers up to 3 PC builds per calendar month. Larger deployments are outside the scope of this agreement and shall be billed at \$300 per unit, plus shipping.

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

Machines that are delivered to Client locations within a 60-mile radius of Provider NOC are considered to be within Provider's Standard Coverage Area and will not incur any shipping charges. All shipping charges for deliveries outside of the Standard Coverage Area will be billable to Client.

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

Existing PC Moves

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

Standard Coverage Area includes dispatched on-site support to Client locations within a 60-mile radius of a Provider Network Operations Center (NOC). All other dispatched onsite support is billable to Client and required to be mutually approved between Provider and Client.

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

Rebuilds of Existing PCs

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

Microsoft 365 – Data Loss Preventions (DLP)

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

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

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

Client is responsible for policy development and providing classification and labeling of critical data.

Microsoft 365 – Multi Factor Authentication (MFA)

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

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

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

Microsoft 365 - Conditional Access / Geo Fencing

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

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

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

Client is responsible for policy development as required.

Microsoft 365 - E-mail Encryption

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

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

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

Client is responsible for policy development as required.

Web Security and Content Filtering

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

Client is responsible for policy development as required.

Backups

Using Provider approved data-backup solution owned by or licensed to Client, Provider will: (i) Work with Client to develop backup strategy; (ii) Create and modify backup jobs as per Client request; (iii) Monitor the status of all scheduled and on-demand backup jobs; (iv) Troubleshoot failed backups; (v) Notify Client by email of any repetitive backup failures and corrective actions being taken; (vi) Remotely perform Client-requested restore operations to recover deleted files and corrupted files from backups; (vii) Perform a monthly restore test (requires Provider approved solution).

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

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

Maintenance Windows

Server patch maintenance windows will be established between the Client and Provider during the onboarding process. Custom maintenance windows with pilot and general population groupings and specific days/times are allowed based on Client preference. If a custom maintenance window is not required, server maintenance windows will be every Sunday from 12:00 AM to 5:00 AM.

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

Workstation patch maintenance windows begin at 5:00 AM every Wednesday. Once the workstations maintenance window begins, Client's users will receive a pop-up window in their system tray that notifies them that patches are available for their machine. Client's users are allowed to postpone the installation of the patches in four-hour increments up to 24 hours. At the end of the 24-hour grace period the necessary patches will be applied.

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

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

Client Obligations

Backup Jobs

Client agrees to procure the necessary hardware and software to adequately protect their environment. Client agrees that reviewing backup status is a shared responsibility and shall review server backup status via the provided portal to ensure that all required servers are being backup up as per Client's desired backup strategy.

Embedded Remote Hands

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

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

Server Upgrades or Repair

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

Software Licensing and Media

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.

Minor On-Site Tasks

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

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.

Network Change Coordination

Significant Changes to Client's Network

Client will notify Provider via email of all significant proposed network changes and will provide Provider with at least thirty (30) days advance notice to provide opportunity to comment and follow-up regarding proposed changes.

Research Regarding Network Changes

Evaluation of network change requests sometimes will require significant research, design, and testing by Provider. These types of requests are not covered by this Service Attachment and will be billed at Provider's then-current rates for time and materials.

Suitability of Existing Environment

Minimum Standard 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:

Client equipment must be maintained under manufacturer's warranty or maintenance contract or is in proper 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 assume equipment is under manufacturer's warranty or maintenance contracts or is in working order.

Provider in its reasonable opinion and support by manufacturer information, may designate certain equipment or software as obsolete, defective or end of life (EOL) and therefore exclude it from coverage and performance metrics under this Agreement. This includes, but is not limited to, specific operating system builds/versions that are end of life and no longer supported by the manufacturer as shown below:

- All servers with Operating Systems must be running current version and have all of the latest Critical Updates installed and be patched within 30 days of the last patch.
- All Desktop PCs 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.

The environment must have a current licensed, vendor-supported hardware firewall between the internal network and the internet.

There must be an outside IP address assigned to a network device, allowing VPN access.

Client must implement / maintain a Provider approved email security system with advanced email protection, and inbox monitoring. Client must also implement / maintain a Provider approved email training and testing program.

Client is required to have Provider approved Multi-factor Authentication (MFA) for all VPN users.

Client is required to have all critical backed up using a Provider approved backup and disaster recovery plan.

Client is required to have Multi-factor Authentication (MFA) for all Office 365 users and admins.

The environment must have Provider approved, current licensed and vendor-supported networking equipment including, but not limited to, Local Area Network (LAN) switches, aggregation switches, access points.

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

Exclusions

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

Aged Hardware

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

Manufacturer Warranty

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

Alterations and Modifications

Service and repair made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Client's staff or anyone other than Provider.

Problems Resulting from Client Hardware Malfunction

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

Client Resource Problems

There are problems resulting from Client's resources that are not under Provider management or control.

Client Personnel Problems

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

Scheduled Maintenance

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

Network Changes

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

Task Reprioritization

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

Force Majeure

Problems resulting from a Force Majeure Event as described in the Master Services Agreement.

Agreed Temporary Exclusions

Any temporary exclusion Provider may request, subject to Client's approval, to implement changes in applications, environments, conversions or systems software.

Client Actions or Criminal Activity

Problems resulting from Client actions or inactions that were contrary to Provider's reasonable recommendations. Provider recommends all Clients purchase their own Cyber Security Insurance Policy to cover any actions or inactions by Client's staff leading to criminal activity. Provider is not responsible for criminal acts that result from actions, inactions, of Client or third parties; including but not limited to hackers, phishers, crypto-locker, ransomware and any network or computing environment subject to ransom including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, viruses and similar mechanisms that cause the execution or transmission of malicious code or similar occurrences. Any costs or fees to rebuild or services machines are provided and sold separately by Provider.

Client Responsibilities

Problems resulting from Client's failure to fulfill any responsibilities or obligations under our agreements.

Client Resolutions

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

Factors Beyond Provider's Control

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

Internet Connectivity Loss or Loss of Power

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

Problem Ticket Management

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

Projects or Costs Outside Scope

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

Examples Include:

- Physical Office Turn-Ups / Moves / Decommissioning
- Internet Circuit Turn-Ups / Moves / Decommissioning
- Acquisition / Divestiture Support
- Environment Rebuilds
- Major Software Version Upgrades
- Server Consolidation – Server consolidations or disk space management activities that is estimated to exceed more than 4 manhours.
- Email Migrations

Software Maintenance

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

Programming Modifications

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

Software and Web Development

Software and web development related work.

Printer Hardware Repair

Printer hardware repair and maintenance.

Dispatch and/or Support of Home Network

Dispatch to Client Homes or the Support of Home Network infrastructure.

Home / Personal Equipment

Home or personal equipment is not covered under this Service Attachment.

Power Supply

Uninterruptable power supply (UPS) devices.

Third-party Vendor Disputes

The management or involvement with disputes or charges with any third-party vendor, other than issues relating to the technical services.

Replacement Software

Implementation of new or replacement software.

Relocation / Satellite Office

Office relocation/satellite office setup.

Equipment Refresh

Equipment Refresh.

Term and Termination

Term

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

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. EXISTING BILL RATE WILL INCUR A 5% INCREASE AT EACH ANNUAL RENEWAL.

CLIENT MAY CANCEL AN AUTOMATIC RENEWAL BY CONTACTING PROVIDER AT: <https://cyberonesol.com/contact-us>

Month-to-Month Services

If the Quote specified 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 Service at the end of the calendar month in which such written notice is received by the other party.

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 fail 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 if the Client violates a third-party end user license agreement regarding provided software. Provider may suspend Services upon fifteen (15) days if Client's action or inaction hinders 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.

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.

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