Effective May 2, 2023. This Service Attachment for Cloud and Hosting Services supersedes and replaces all prior versions.

Service Attachment for Cloud and Hosting Services

This Service Attachment is between Provider (sometimes referred to as "we," "us," or "our"), and the Client found on the applicable Order (sometimes referred to as "you," or "your") and, together with the Order, Master Services Agreement, Schedule of Services, and other relevant Service Attachments forms the Agreement between the parties.

The parties further agree as follows:

Provider will deliver only the Services itemized in the Services section of the Order. The following is a list of available Managed Services. Additional Services may be added only by entering into a new Order including those Services.

LICENSE TO ACCESS SERVICES | RESTRICTIONS

License

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

Public Cloud:

If Client's Order includes Public Cloud Services, Provider will:

- Move Client's data to a cloud computing platform.
- Allow Client to have access to data via virtual desktop from Client's own devices or devices provided by Provider.
- Manage the cloud environment for Client.

Hybrid Cloud:

If Client's Order includes Hybrid Cloud Services, Provider will:

- Move some of Client's data to a cloud computing platform, and upon Client's request, place a server on premises at Client's location. Any Client data being moved shall be agreed to by the parties in writing prior to moving with specific instructions as to identify which data will be moved, managed, or unmanaged by Provider. Any Client data being moved or managed shall be specifically identified as to the location of the data on a particular server. Any Client data not being moved, or that is not specifically identified by Client will be considered not managed. Provider shall not be responsible for the identification, classification, or location of the data. Client is solely responsible for its data up to the outermost point of Provider's firewall with the public internet (the "Demarcation

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Point"). Once data has been identified, classified, its final location determined, and moved past the Demarcation Point, Provider shall then become responsible for Client data.
- Manage the cloud environment for client.
- Provide hardware that will be owned by Provider and will be licensed using an appropriate license agreement.

Private Cloud or Software Subscriptions:

If Client's Order includes Private Cloud or Software Subscriptions, Provider will:

- Maintain all Client's data on premise at Client's location or in Provider's datacenter.
- Manage the cloud environment and software subscriptions for Client.
- Provide unmanaged cloud environment and software subscriptions for Client.
- Provide hardware that will be owned by Provider and will be licensed using an appropriate license agreement.

Third-Party Cloud & SaaS Vendors:

If Client's Order includes Third-Party Cloud or software-as-a-service, Provider will:

- Provide, install and support the Third-Party Cloud or software-as-a-service vendors listed on the Order, including but not limited to Microsoft. 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 applicable third-party cloud or software-as-a-service vendor's agreement regarding terms of use, which Client and Provider agree has been provided by Provider to Client. Client agrees to be bound by any applicable third-party cloud or software-as-a-service vendor's agreements regarding terms of use or end user licensing, and Client understands that any applicable agreement regarding terms of use or end user licensing is subject to change by any Third-Party vendor or software-as-a-service provider without notice.
- Install anti-malware software of Provider's choosing for each Device covered by this Attachment. 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, programs 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.
- Install remote access and remote monitoring and management 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.

Software

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

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minimum system requirements, maintain licensed status, maintain third-party vendor support, and maintain third-party maintenance.

User Credentials

In connection with such access, Provider or any third-party service provider may issue user credentials allowing Client's users to access the Services. All user credentials are Provider Confidential Information, as defined in the Master Services Agreement. Client shall not share Provider user credentials with any third party without Provider's prior written consent. User credentials may be distributed to authorized employees to access the Services, but no credentials may be transferred to or shared with a third party without our written approval. Provider reserves the right to require that you change Client's users' passwords at any time, with reasonable notice. All user credentials will automatically expire at the end of the Term.

Restrictions

As between the parties, Provider retains all right, title, and interest in and to the Services and their various components, along with all intellectual property rights associated therewith. Other than as expressly set forth in this Service Attachment, no license or other rights in or to the Services are granted to you, and all such licenses and rights are hereby expressly reserved. In addition, Client shall not:

- Modify, copy, or create derivative works based on the Services or on any Provider Materials;
- Create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on your own intranet(s) or otherwise for your own internal business purposes;
- Distribute or allow others to distribute any copies of any Provider Materials or any part thereof to any third party;
- Rent, sell, lease, or otherwise provide any third party with access to the Services or to any Provider Materials, or to any copy or part thereof, or use the Services or any Provider Materials for the benefit of a third party; or
- Remove, modify, or obscure any copyright, trademark, or other proprietary-rights notices that are contained in or on any Provider Materials.
- Reverse engineer, decompile, or disassemble the Provider Materials, except to the extent that such activity is expressly permitted by applicable law.

For purposes of this Service Attachment, "Provider Materials" means any text, graphical content, techniques, methods, designs, software, hardware, source code, data (including Reference Data), passwords, APIs, documentation, or any improvement or upgrade thereto, that is used by or on our behalf to provide the Services.

Third-Party Service Providers

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

Provider, and not those third parties, will provide any and all technical support related to the Services, including support related to those third-party components. However, under certain circumstances, pursuant to the terms of applicable third-party license or services agreements,

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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.

Client understands and agrees that third-party services will be warranted only by the Third-Party Service Provider and only as and to the extent set forth in such provider's license agreement, and that Provider will not be responsible, and makes no warranty, with respect to third-party services other than that which is expressly contained in the applicable Third-Party Services Provider's agreements.

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

Within thirty (30) days of the termination of this Agreement, Provider shall remove, or cause to be removed, all copies of Client's Services and/or Provider Materials from the Client's devices, or otherwise render the software, the Services, and/or the Provider Materials permanently unusable. Furthermore, Provider shall require that Client return or destroy all copies of the software, the Services, and/or the Provider Materials that it received. Client shall reasonably cooperate and assist, as needed, with all such activities.

No High-Risk Use

Client acknowledges that the Services are not fault-tolerant and are not guaranteed to be error-free or to operate uninterrupted. You shall not use the Services in any application or situation where the Services' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High-Risk Use"). High-Risk Use does not include utilization of the Services for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. Client agrees to indemnify and hold harmless Provider from any third-party claim arising out of Client's use of the Services in connection with any High-Risk Use.

No Illegal Use

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

Restorable Backup

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

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: management of the

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Services by individuals trained in the Services you have selected, and phone and e-mail support.

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

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

Maintenance Windows

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

Warranty

Provider warrants that the Services will perform materially in accordance with any documentation for the Services supplied by Provider. All such documentation is incorporated as a part of this Service Attachment. Provider reserves the right at any time to modify the documentation by supplying substitute documentation, at which time such substitute documentation will supersede and replace in its entirety any documentation previously supplied. However, Provider further warrants that the functionality of the Services will not materially decrease from that available as of the Service Start Date.

HOWEVER, PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF YOUR PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. WE HAVE NO OBLIGATION TO PROVIDE SECURITY OTHER THAN AS STATED IN THIS SERVICE ATTACHMENT.

IN ADDITION, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT CONVEYS NO WARRANTIES, EXPRESS OR IMPLIED, BY ANY THIRD-PARTY VENDORS OF SOFTWARE PRODUCTS MADE AVAILABLE TO CLIENT BY PROVIDER AND THAT THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL ARISING FROM THE SERVICES.

ACCEPTABLE USE AND LIABILITY

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Acceptable Use

Client shall comply with all policies for acceptable use of the Services, as described in Provider's Acceptable Use Policy. Provider's policies for acceptable use of the Services are incorporated by reference as a part of this Service Attachment. Provider reserves the right at any time to modify the policies, at which time the modified acceptable use 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. Although Provider may host any software solution Services or Client Data, it does not relieve Client of its responsibility or obligation to indemnify Provider pursuant to the terms of the Master Services Agreement and this Service Attachment.

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 Master Services Agreement ("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 will conduct a monthly inventory of the number of users, devices, or networks connected or connecting to the Services, based on the Service units identified in the attached (the "Service Units").

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

Under no circumstances during the Initial Term may the total number of Service Units decrease to less than the number of Service Units indicated on the first month's invoice for Services. Provider's invoices 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 changes to the number of Service Units, 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. If any rates previously charged under this Service Attachment will have increased more than 10% over the rates charged during the last 12 months, Provider shall give Client thirty (30) days' written notice of the increase.

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Thereafter, Client may terminate this Service Attachment without incurring any additional charges or penalties, if any, that it ordinarily would incur for such termination.

TERM AND TERMINATION

Term

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

Renewal

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

Month-to-Month Services

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

Early Termination by Client With Cause

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

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

Early Termination by Client Without Cause

If Client has satisfied all of its obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, Client may terminate this Service Attachment without cause during the Initial Term upon sixty (60) days’ advance, written notice, provided that Client pays Provider a termination fee equal to fifty percent (50%) 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 Order then in effect.

Termination by Provider

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Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment immediately for illegal Client conduct. Provider may suspend the Services upon ten (10) days' notice if Client violates a third-party's end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days' notice if Client's action or inaction hinders Provider from providing the contracted Services.

Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Attachment, (ii) the Fees under any Project Services Attachment or Statement of Work for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then-prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consents to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.

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