Effective March 04, 2025. This Service Attachment for Managed Access Control Services supersedes and replaces all prior versions.

# Service Attachment for Managed Access Control 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 terms to which the parties agree to be bound.

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.

**MANAGED ACCESS CONTROL SERVICES**

Provider, through its third-party vendors will make its best effort to provide access control services for Client’s premises (“Services”). Client designates Provider as its agent to provide the Services to Client, and to enter into any third-party relationship to provide the Services to Client. Use of this Service is subject to the applicable third-party vendor agreements regarding terms of use. Client acknowledges that third-party vendors and their licensors own all intellectual property rights in and to the access control solutions and 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 or 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-party 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.

The Services to be performed for Client by Provider are set forth in the Order.

**MONITORING AND SUPPORT SERVICES**

Remote Coverage

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 Services by individuals trained in the Services you have selected.

Onsite Support

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In connection with the Services that are within the scope of this Service Attachment, upon request, Provider will deliver support Services onsite at your location, subject to the limitations identified in the Order. Client, as a managed care customer, will receive a special hourly rate for on-site and remote support and services that are not covered under this plan during our normal business hours.

Maintenance Windows

Unless otherwise agreed, daily maintenance windows will be performed outside of Provider's normal business hours. 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.

**PROBLEM MANAGEMENT SERVICES**

Provider will undertake problem management as soon as the Provider's monitoring staff becomes aware of an incident. All incidents, with status or resolution, will be documented by posting updates to the Problem (Incident) Ticket Tracking System assigned to Client ("Problem Tickets").

**ANNUAL REVIEWS**

An assessment of Client's environment and activity will be performed with the Client on an annual basis. A review of all support requests, network issues and changes will be reviewed.

**ADDITIONAL CLIENT OBLIGATIONS**

Hardware Equipment

Client equipment must be maintained under manufacturer's 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 manufactures warranty or maintenance contracts 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.

Project Coordination

Provider will coordinate with the appropriate contractors and Client representative to ensure the bellow are completed appropriately.

Client-Furnished Equipment

If Client is providing equipment (electronics, software, etc.) to Provider for installation, Client agrees to have equipment delivered to site or other agreed upon location in advance of commencement of work.

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Failure to provide equipment in a timely manner may result in delays to the project schedule and completion.

Worksite Responsibilities

- Provide access to the work site during agreed upon times for work to be performed during Provider's normal business hours.
- Ensure that during agreed-upon work times, client shall provide keys, ID badges, security clearance, parking, and access to loading docks as may be required by Provider.
- Clear the schedule in room(s) or office during these times so that Provider is not interrupted and forced to stop work prematurely. This includes Client personnel inquiring about the status or functionality of the project prior to the completion of the installation.
- Client understands that if work is stopped at their request that it may result in changes to project schedule or result in rescheduling of the project.
- Client shall inform Provider of any work areas where it has knowledge or reason to believe that facility may have hazardous materials such as Asbestos, Lead, or PCB's.

Electrical, Data, and Telecom Provisions

- Client acknowledges that Provider is not a certified electrician and will not provide any electrical wiring and/or connections.
- Client accepts responsibility to ensure Provider has sufficient power outlets as required for displays, screens, racks, furniture, lighting, and other equipment provided by contractor.
- Client also agrees to provide necessary data, CATV, CCTV, and/or Telecom connections required to connect to access control equipment as necessary.

Client's Designated Project Manager

- Prior to acceptance of the scope of work, Client will identify a project manager to be a liaison between Provider and Client's organization.
- Client agrees that it is in everyone's best interest if communication between the parties is channeled through the designated Provider project manager.
- Any changes requested by client shall be communicated via a written change order request by e-mail and said changes are not considered to be accepted until the designated Provider contact has responded in writing, and any price changes or changes to the scope of work have been signed by both parties.
- Client agrees that Provider installation personnel will NOT be asked to change or modify the project while they are working onsite. Provider installation personnel are NOT authorized to implement changes and have specifically been instructed not to do so.

**LIMITED INSTALLATION WARRANTY**

In addition to the Warranties in the MSA, Provider warrants access control solution installations for a period of one (1) year from the original invoice date. This warranty covers all items listed in the Order, and/or other equipment sold and installed by Provider as part of the original

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installation. The limited warranty covers parts, labor, and standard shipping required to return the system to proper working condition.

The limited warranty covers the following:

- Improper workmanship directly associated with the installation of equipment by Provider personnel
- Premature failure of equipment due to normal operation (as determined by Provider and/or the manufacturer)
- Labor to repair the system, components and parts in order to restore the system to original operating condition

The limited warranty does not cover the following:

- Consumable items such as cameras and batteries for remotes
- Ground loop problems caused by faulty or dirty power
- Camera issues such as dirty lens, alignment, focus, dust and/or heat build-up caused by dust
- Routine maintenance as recommended by the manufacturer or as conditions require
- Programming changes including, but not limited to, user interface (UI) changes, operation of preset controls (i.e., macros), and addition of buttons or pages to UI
- Firmware or software updates made available by the manufacturer after the original installation
- Requests for service due to operator error
- Service required as a result of negligence, misuse, or attempted repairs by anyone other than Provider or the manufacturer
- Connections or dis-connections made by others
- Removal or reinstallation of equipment
- Damage caused by lightning, electrical surges, brownouts, overloaded circuits, or acts of God

This Limited Installation Warranty begins at substantial completion of the Service. However, this warranty does not change or modify the manufacturer's warranty in any way. Consult the owner's manual for details about the manufacturer limited warranty.

**EXCLUSIONS**

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

- Expired Manufacturer Warranty or Support - Parts, equipment or software not covered by a current vendor/manufacturer warranty or support.
- Alterations and Modifications not authorized by Provider - Any repairs made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Provider.
- Hardware Malfunction – Anytime where there is a defect or malfunction in any hardware or software not caused by Provider that adversely affects Provider's ability to perform the Services.

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- Client Resource Problems – Anytime a problem occurs resulting from a Client resource that are not under Provider's management or control.
- Network Changes - Any changes Client may have made to the networking environment that were not communicated to or approved by Provider.
- Task Reprioritization - Any problems or failures related to a prioritization or reprioritization of tasks by Client.
- Force Majeure - Any problems resulting from a Force Majeure Event as described in the Master Services Agreement.
- Client Actions - Any problem resulting from Client actions or inactions that were contrary to our reasonable recommendations.
- Client Responsibilities - Any problems resulting from your failure to fulfill any responsibilities or obligations under our agreements.
- Internet Connectivity Loss - Any loss of internet connectivity that occurs at Client locations for any reason.
- Software Maintenance - Any maintenance of applications software packages are involved, whether acquired from Provider or any other source.
- Remote Computers - Home or remote computers that are not covered under the Agreement.

We are not responsible for failures to provide Services that occur during any period of time in which any of the following conditions exist:

- Problem Ticket Management - The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Client reports the desktop malfunction or issue to Provider.
- Power Supply Malfunction – Instances where an uninterruptable power supply (UPS) or power-protective equipment malfunctions and renders Provider unable to connect to the network or troubleshoot the device in question.
- Third-Party Criminal Activity - Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom. You agree to pay ransom or hold provider harmless for any activity effecting network security on your environment related to third-party criminal activity. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.
- Malware - Provider is not responsible for any harm that may be cause by Client's access to third party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, malware, viruses and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.
- Hardware Equipment - Client equipment must be maintained under manufactures 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

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liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

The following list of items are excluded from the scope of included Services, and may incur additional charges or require a separate billable project:

- Software Maintenance – Unusual work that results from a failed software patch or update that results in an interruption in Client's business, with the exception of Microsoft Windows updates and patches.
- Programming Modifications - Any programming (modification of software code) and program (software) maintenance occurs.
- Training - Any training service of any kind, unless specified in the Order.
- Software and Web Development - Any Services requiring software and web development work.
- Remote Computers -– Unless otherwise outlined in an Order, Home or remote computers that are not covered under the Agreement.
- Replacement Software – Implementation of new or replacement software.
- Relocation / Satellite Office – Office relocation/satellite office setup.
- Equipment Refresh – Any non-workstation equipment refreshes.

The following list of items are costs that are considered separate from the Service pricing:

- Costs Outside Scope of the Service – The cost of any parts, equipment, or shipping charges of any kind. The cost of any software, licensing, or software renewal or upgrade fees of any kind. The cost of any third-party vendor or manufacturer support or incident fees of any kind. The cost of additional facilities, equipment, replacement parts, software or service contract.

The following is a list of Services Provider does not perform:

- Printer Hardware Repair - Printer hardware repair or maintenance work.
- Third-party Vendor Disputes - The management or involvement with disputes or charges with any third-party vendor, other than issues relating to the technical services.

## 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

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NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO PROVIDER'S THEN-CURRENT TERMS AND CONDITIONS.

**Month-to-Month Services**

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

**Early Termination by Client With Cause**

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

- Provider fails to fulfill in any material respect its obligations under the Service Attachment and fails to cure such failure within thirty (30) days following Provider's receipt of Client's written notice.
- Provider terminates or suspends its business operations (unless succeeded by a permitted assignee under the 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 or a Renewal Term (the "Term") upon sixty (60) days' advance, written notice, provided that Client pays Provider a termination fee equal to all discounts and concessions provided, plus fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Term, based on the prices then in effect.

**Termination by Provider**

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

**Effect of Termination**

As long as Client is current with payment of: (i) the Fees under this Attachment, (ii) the Fees under any 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.

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Provider will immediately uninstall any affected software from Client's devices, and Client hereby consent to such uninstall procedures.

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

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

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

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