

# **Services Guide**

**This Services Guide** contains provisions that define, clarify, and govern the scope of the services described in the quote that has been provided to you (the “Quote”), as well as the policies and procedures that we follow (and to which you agree) when we provide a service to you or facilitate a service for you. If you do not agree with the terms of this Services Guide, you should not sign the Quote and you must contact us for more information.

This Services Guide is our “owner’s manual” that generally describes all services provided or facilitated by Data Evolution, LLC (“Data Evolution,” “we,” “us,” or “our”); **however, only those services specifically described in the Quote will be facilitated and/or provided to you (collectively, the “Services”).**

This Services Guide is governed under our Master Services Agreement (“MSA”). You may locate our MSA through the link in your Quote or, if you want, we will send you a copy of the MSA for your records by email upon request. Capitalized terms in this Services Guide will have the same meaning as the capitalized terms in the MSA, unless otherwise indicated below.

**Activities or items that are not specifically described in the Quote will be out of scope and will not be included unless otherwise agreed to by us in writing.**

**Please read this Services Guide carefully and keep a copy for your records.**

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## Initial Audit / Diagnostic Services

In the Initial Audit/Diagnostic phase of our services, we audit your managed information technology environment (the “Environment”) to determine the readiness for, and compatibility with, ongoing managed services. Our auditing services may be comprised of some or all of the following:

- Audit to determine general Environment readiness and functional capability
- Review of hardware and software configurations
- Review of current vendor service / warranty agreements for Environment hardware and software
- Basic security vulnerability check
- Basic backup and file recovery solution audit
- Office telephone vendor service audit
- Asset inventory
- Email and website hosting audit
- Review Existing IT support processes
- Lab IT systems audit

If deficiencies are discovered during the auditing process (such as outdated equipment or unlicensed software), we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of the Services and provide you with options to correct the deficiencies. **Please note, unless otherwise expressly agreed by us in writing, auditing services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and we cannot guarantee that all issues will be detected during the auditing process.** Issues that are discovered in the Environment after the auditing process is completed may be addressed in one or more subsequent quotes.

## Onboarding Services

In the Onboarding phase of our services, we will prepare your IT environment for the monthly managed services described in the Quote. During this phase, we will work with your Authorized Contact(s) to review the information we need to prepare the targeted environment, and we **may** also:

- Uninstall any monitoring tools or other software installed by previous IT service providers.
- Compile a full inventory of all protected servers, workstations, and laptops.
- Uninstall any previous endpoint protection and install our managed security solutions (as indicated in the Quote).
- Install remote support access agents (*i.e.*, software agents) on each managed device to enable remote support.
- Configure Windows® patch management agent(s) and check for missing security updates.
- Uninstall unsafe applications or applications that are no longer necessary.
- Review firewall configuration and other network infrastructure devices.
- Review status of battery backup protection on all mission critical devices.
- Stabilize network and assure that all devices can securely access the file server.
- Review and document current server configuration and status.
- Determine existing business continuity strategy and status; prepare backup file recovery and incident response option for consideration.
- Review password policies and update user and device passwords.
- As applicable, make recommendations for changes that should be considered to the managed environment.

This list is subject to change if we determine, at our discretion, that different or additional onboarding activities are required.

If deficiencies are discovered during the onboarding process, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of our monthly managed services. **Please note, unless otherwise expressly stated in the Quote, onboarding-**

related services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and we cannot guarantee that all Issues will be detected during the onboarding process.

The duration of the onboarding process depends on many factors, many of which may be outside of our control—such as product availability/shortages, required third party vendor input, etc. As such, we can estimate, but cannot guarantee, the timing and duration of the onboarding process. We will keep you updated as the onboarding process progresses.

### Ongoing / Recurring Services

Ongoing/recurring services are services that are provided to you or facilitated for you on an ongoing basis and, unless otherwise indicated in a Quote, are billed to you monthly. Some ongoing/recurring services will begin with the commencement of onboarding services; others will begin when the onboarding process is completed. Please direct any questions about start or “go live” dates to your account manager.

<u>SERVICES</u>	<u>GENERAL DESCRIPTION</u>
<p><b>Proactive Support Services (Sentinel Service)</b></p>	<p>Implementation and facilitation of patching, alerting, notifications, and backup controls.</p> <ul style="list-style-type: none"> <li>• Software agents installed on covered servers and covered equipment (defined below) report status and IT-related events on a 24x7 basis; alerts are generated and responded to in accordance with the Service Levels described below.</li> <li>• Online status monitoring of key infrastructure systems alerting us to potential failures or outages</li> <li>• Server essential service monitoring, alerting us to server role-based service failures</li> <li>• Endpoint protection agent monitoring, alerting us to potential security vulnerabilities</li> <li>• Asset inventory and server information collection</li> </ul> <p>In addition to the above, our remote monitoring and management service will be provided as follows:</p> <ul style="list-style-type: none"> <li>○ <i>Alerts and notifications for events are classified using the industry standard of Severity vs Impact.</i></li> </ul>

- Alerts that are High Severity\High Impact are considered “Critical” will page our team or our on-call team, create a ticket, and will be handled as immediate response required.
- Alerts that have High Severity\Low Impact or Low Severity\High Impact are considered “Priority” and will create a ticket automatically and be reviewed during business hours for actions needed within 8 hours or NBD and be worked until completed.
- Alerts for Low Severity\Low Impact events are considered “Routine” and are logged for reporting purposes.

Updates & Patches: Patches are for Windows devices only.

- Remotely deploy updates (e.g., x.1 to x.2), as well as bug fixes and security updates as deemed necessary on all managed hardware.
- Perform minor hardware and software installations and upgrades of managed hardware.
- Perform minor installations (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete).
- Patch Windows desktop\laptop systems with security and critical updates monthly. These patches will not be optional; however, the end user may be prompted that a restart will be needed ed hardware.
- Patch Windows Server systems on a quarterly basis, these patches will be automated to take place after hours during each quarter.
- Zero-day patches will be evaluated by the MSP team to determine if Client systems are impacted.

Please note: We will keep all managed hardware and managed software current with critical patches and updates (“Patches”) as those Patches are generally released by the applicable manufacturers. Patches are developed by third-party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by

	<p>a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.</p> <p><b>Backup Retention:</b> Backed-up data will be retained for an infinite period unless otherwise stated in the Quote. This includes both on-premises and cloud backups.</p> <p><b>Backup Alerts:</b> Managed servers will be configured to inform of backup failures.</p> <p>Implementation and facilitation of a backup monitoring solution from our designated Third-Party Provider. Features include:</p> <ul style="list-style-type: none"> <li>• Configuration of notifications of backup solutions, if available.</li> <li>• Helping ensure adequate access to Client’s data in the event of loss of data or disruption of certain existing backup applications.</li> <li>• semi-annual test restore in which a random selection of data in the backup will be selected, restored, and verified, to test the integrity of the backup for backups that easily allow such a function. Additional test restores can be requested for an additional fee.</li> </ul> <p><b><i>*Data restores, system recoveries, additional test restores, troubleshooting, and remediation services are provided on a time and material basis; please read below for important details.</i></b></p>
<p><b>Managed IT Support Service</b></p>	<p>The Managed IT Support package provides all services listed in the Proactive Support Service (Sentinel Service) offering and services listed below.</p> <ul style="list-style-type: none"> <li>• Remote support provided during normal business hours for managed users.</li> <li>• Troubleshooting and remediation of issues arising from monitoring and alerting during normal business hours</li> <li>• Tiered-level support provides a smooth escalation process and helps to ensure effective solutions.</li> <li>• Basic administration of cloud and on-premises IT systems.</li> <li>• Asset inventory of enrolled systems</li> <li>• Hardware and Software Licensing Support</li> </ul>

	<p>Client Success Manager (CSM): The main point of contact for certain business-related IT issues and concerns.</p> <ul style="list-style-type: none"> <li>• Assist in the creation of information/data-related plans and budgets.</li> <li>• Provide strategic guidance and consultation across different technologies.</li> <li>• Create company-specific best standards and practices.</li> <li>• Provide education and recommendations for business technologies.</li> <li>• Participate in scheduled meetings to maintain goals.</li> <li>• Maintain technology documentation.</li> <li>• Assess and make recommendations for improving technology usage and services.</li> </ul> <p><b>Note:</b> workstation setups or replacements are not included in this package. Please see <a href="#">Workstation Setup - Fixed Fee</a> below for details.</p> <p><i>*Onsite, advanced engineering, and off-hours support services are provided on a time and material basis; please read below for important details.</i></p> <p><i>**Project work will be scoped and quoted and is not covered under any Managed Agreement.</i></p>
<p><b>Managed Security Awareness Training (End User)</b></p>	<p>Implementation and facilitation of a security awareness training solution from an industry-leading third-party solution provider.</p> <ul style="list-style-type: none"> <li>• Baseline testing to assess the phish-prone percentage of users; simulated phishing email campaigns designed to educate employees about security threats. (4 included)</li> <li>• Online, on-demand training videos (multi-lingual).</li> <li>• Enrolled employees must have client domain email address</li> <li>• Employees must not be notified that the campaign is active</li> <li>• POC will be provided a report with the results of campaigns</li> <li>• POC must request for training to be assigned</li> <li>• An annual commitment is required – implementation, facilitation, and any required licensing is included in the package.</li> </ul>



	<p>Please see <a href="#">Anti-Virus; Anti-Malware</a> and <a href="#">Breach / Cyber Security Incident Recovery</a> sections below for important details.</p>
<p><b>Workstation Setup – Fixed Fee</b></p>	<p>Fixed Fee Includes all labor charges for remote setup of new workstations or replacement of existing workstations.</p> <ul style="list-style-type: none"> <li>• Unbox and initial setup</li> <li>• Update system drivers and bios</li> <li>• Install current system updates and patches</li> <li>• Setup applications and user profile</li> <li>• Final configuration with end-user</li> </ul> <p>The following restrictions apply:</p> <ul style="list-style-type: none"> <li>• New/replacement computers must be business-grade machines (not home) from a major manufacturer like Dell, HPE, or Lenovo and under manufacturer warranty.</li> </ul> <p><b>Note:</b> Devices may be set up at MSPs office and shipped to the end-user or done remotely using remote access tools.</p> <p><b>** Shipping is not included</b></p> <p>Please see <a href="#">Client Owned Inventory Storage</a> section below for important details.</p>
<p><b>Software Licensing (applies to all software licensed by or through Data Evolution)</b></p>	<p>All software provided to you by or through Data Evolution is licensed, not sold, to you (“Software”). In addition to any Software-related requirements described in Data Evolution’s Master Services Agreement, Software may also be subject to end-user license agreements (EULAs), acceptable use policies (AUPs), and other restrictions, all of which must be strictly followed by you and any of your authorized users.</p> <p>When installing/implementing software licenses in the managed environment or as part of the Services, we may accept (and you agree that we may accept) any required EULAs or AUPs on your behalf. <b>You should assume that all Software has an applicable EULA and/or AUP to which your authorized users and you must adhere.</b> If you have any questions or require a copy of the EULA or AUP, please contact us.</p> <p><b>**Software details will be provided in a quote but are subject to the terms and conditions listed in this service guide.</b></p>
<p><b>Recurring Onsite IT Support</b></p>	<p>We will assign an onsite resource to a client at our clients request that is a recurring scheduled visit to perform general IT support work for the clients’ site.</p> <ul style="list-style-type: none"> <li>• Minimum is half day per week up to 5 full days per week (Monday-Friday).</li> </ul>

	<ul style="list-style-type: none"> <li>• Takes place during business hours</li> <li>• May have a commitment requirement</li> <li>• Discounts may apply to any active Managed Support Agreement based on commitment level and length.</li> </ul> <p><b>** Details of the arrangement will be outlined in a quote.</b></p>
<p><b>Time and Materials Support</b></p>	<p>Time and Materials support is used for general IT support and project performance.</p> <ul style="list-style-type: none"> <li>• Used for General IT support not covered by a managed agreement.</li> <li>• Used for Project work not included in a fixed fee</li> <li>• Client is invoiced for time on a hours basis in 15 minute increments</li> <li>• Unscheduled onsite minimum is 2 hours, remote minimum is 30 minutes.</li> <li>• Expenses and materials costs may apply.</li> </ul> <p><b>** See quote for any additional criteria and pricing.</b></p>

### Covered Environment

Managed Services will be applied to the number of devices indicated in the Quote (“Covered Hardware”). The list of Covered Hardware may be modified by mutual consent (email is sufficient for this purpose); however, we reserve the right to modify the list of Covered Hardware at any time if we discover devices that were not previously included in the list of Covered Hardware and which are receiving Services, or as necessary to accommodate changes to the quantity of Covered Hardware.

Unless otherwise stated in the Quote, Covered Devices will only include technology assets (such as computers, servers, and networking equipment) owned by the Client’s organization. As an accommodation, Data Evolution may provide guidance in connecting a personal device to the Client’s organization’s technology, but support of personal devices is generally not included in the Scope of Services.

If the Quote indicates that the Services are billed on a “per user” basis, then the Services will be provided for Business Devices used by the number of users indicated in the Quote. A “Business Device” is a device that (i) is owned or leased by Client and used primarily for business, (ii) is regularly connected to Client’s managed network, and (iii) has installed on it a software agent through which we (or our designated Third Party Providers) can monitor the device.

We will provide support for any software applications that are licensed through us. Such software (“Supported Software”) will be supported on a “best effort” basis only and any support required beyond Level 2-type support will be facilitated with the applicable software vendor/producer. Coverage for non-Supported Software is provided to you on a “best-effort” basis with no guarantee of remediation. Should our technicians provide you with advice concerning non-Supported Software, the provision of that advice should be viewed as an accommodation, not an obligation, to you.

If we are unable to remediate an issue with non-Supported Software, then MSP will contact the manufacturer/distributor of the software for further support if an active support agreement is in place. Please note: Manufacturers/distributors of such software may charge fees, some of which may be significant, for technical support; therefore, we strongly recommend that you maintain service or support contracts for all non-Supported Software (“Service Contract”). If you request that we facilitate technical support for non-Supported Software and if you have a Service Contract in place, our facilitation services will be provided at no additional cost to you.

In this Services Guide, Covered Hardware and Supported Software will be referred to as the “Environment” or “Covered Equipment.”

## Physical Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Data Evolution visits will be scheduled in accordance with the priority assigned to the issue (below) and are subject to technician availability. Unless we agree otherwise, all onsite Services will be provided at Client's primary business location. Additional fees may apply for onsite visits: Please review the Service Level section below for more details.

## Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements, all of which must be provided/maintained by Client at all times:

- Server hardware must be under current warranty coverage.
- All equipment with Microsoft Windows® operating systems must be running then-currently supported versions of such software and have all the latest Microsoft service packs and critical updates installed.
- All software must be genuine, licensed, and vendor- or OEM-supported.
- Server file systems and email systems (if applicable) must be protected by licensed and up-to-date virus protection software.
- The managed environment must have a currently licensed, vendor-supported data backup solution that can be monitored backing up business critical data.
- All wireless data traffic in the managed environment must be securely encrypted.
- All servers must be connected to working UPS devices.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup devices. We do not guarantee the integrity of the backups or the data stored on the backup devices. Server restoration will be to the point of the last

- successful backup.
- Client must provide all software installation media and key codes in the event of a failure.
  - Any costs required to bring the Environment up to these minimum standards are not included in this Services Guide.
  - Client must provide us with exclusive administrative privileges to the Environment.
  - Client must not affix or install any accessory, addition, upgrade, equipment, or device onto the firewall, server, or NAS appliances (other than electronic data) if Client chooses to; we are not liable and will be out of scope of any agreement.

**Exclusions.** Services that are not expressly described in the Quote will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by Data Evolution. Without limiting the foregoing, the following services are expressly excluded, and if required to be performed, must be agreed upon by Data Evolution in writing:

- Customization of third party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the managed environment up to these minimum requirements (unless otherwise noted in the Quote).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

### Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis. Response, repair, and/or remediation services (as applicable) will be provided only during our business hours (currently M-F, 8 AM – 6 PM

Eastern Time, excluding legal holidays and Data Evolution-observed holidays as listed below), unless otherwise specifically stated in the Quote or as otherwise described below.

We will respond to problems, errors, or interruptions in the provision of the Services during business hours in the timeframe(s) described below. Severity levels will be determined by Data Evolution in our discretion after consulting with the Client. All remediation services will initially be attempted remotely; Data Evolution will provide onsite service only if remote remediation is ineffective.

TROUBLE / SEVERITY	RESPONSE TIME
<b>Critical / Service Not Available</b> (e.g., all users and functions unavailable)	Response within two (2) business hours after notification.
<b>Significant Degradation</b> (e.g., large number of users or business critical functions affected)	Response within four (4) business hours after notification.
<b>Limited Degradation</b> (e.g., limited number of users or functions affected, business process can continue).	Response within eight (8) business hours after notification.
<b>Small Service Degradation</b> (e.g., business process can continue, one user affected).	Response within two (2) business days after notification.
<b>Long Term Project, Preventative Maintenance</b>	Response within four (4) business days after notification.

\* All time frames are calculated as of the time that we are notified of the applicable issue / problem by Client through our designated support portal, help desk, or by telephone at the telephone number listed in the Quote. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

**Support During Off-Hours/Non-Business Hours:** Technical support provided outside of our normal business hours is offered on a case-by-case basis and is subject to technician availability. If Data Evolution agrees to provide off-hours/non-business hours support (“Non-Business Hour Support”), then that support will be provided on a time and materials basis (which is not covered under any Service plan), and will be billed to Client at the following increased hourly rates:

- General Support: 1.5 x normal rate
- Advanced Support: 1.5 x normal rate
- Onsite Support: 1.5 x normal rate

Onsite Support is a minimum of four (4) hours, and remote support is a minimum of one (1) hour.

All after-hour hourly services are billed in 15-minute increments after minimum hour requirements are met, and partial increments are rounded to the next highest increment.

### **EMERGENCY SUPPORT**

The Data Evolution, LLC Program enables access to emergency support services. Should your team detect an issue with a service or device outside standard business hours, you can contact the Emergency Support team to report the issue. Data Evolution’s team will investigate the issue and act appropriately. Data Evolution will automatically respond to any alert from our monitoring system that is “emergency” in nature. Data Evolution defines an “emergency” as a condition that creates a work stoppage that affects multiple users. Emergency support is not covered by any Service Plan and will be billed to Client at the following increased hourly rates:

#### **Emergency Support During Regular Business Hours:**

- Remote Support: 1.0 x normal rate
- Onsite Support: 1.0 x normal rate

Onsite Support is a minimum of four (4) hours, and remote support is a minimum of one (1) hour.

### **Emergency Support After Regular Business Hours:**

- Remote Support: 1.5 x normal rate
- Onsite Support: 2 x normal rate

Onsite Support is a minimum of four (4) hours, and remote support is a minimum of one (1) hour.

### **Emergency Support phone number: 800-454-6107**

**Data Evolution-Observed Holidays:** Data Evolution observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

### Fees

The fees for the Services will be as indicated in the Quote.

**Reconciliation.** Fees for certain Third-Party Services that we facilitate or resell to you may begin to accrue prior to the "go-live" date of other applicable Services. (For example, Microsoft Azure or AWS-related fees begin to accrue on the first date on which we start creating and/or configuring certain hosted portions of the Environment; however, the Services that rely on Microsoft Azure or AWS may not be available to you until a future date). You understand and agree that you will be responsible for the payment of all fees for Third Party Services that are required to begin prior to the "go-live" date of Services, and we reserve the right to reconcile amounts owed for those fees by including those fees on your monthly invoices.



Changes to Environment. Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes.

Travel Time. If onsite services are provided, expenses for normal travel to the Client's site are not billed to the Client. Extraordinary expenses for equipment provided by MSP will be billed to the Client at cost plus a 6% administration fee. Extended travel in support of the Client's IT systems would be billed to the Client at the current hourly rate. Parking, tolls, and related expenses will not be billed to the Client and will be included in the minimum hourly requirement for site visits.

Appointment Cancellations. You may cancel or reschedule any appointment with us at no charge by providing us with notice of cancellation at least one business day in advance. If we do not receive timely a notice of cancellation/re-scheduling, or if you are not present at the scheduled time or if we are otherwise denied access to your premises at a pre-scheduled appointment time, then you agree to pay us a cancellation fee equal to two (2) hours of our normal consulting time (or non-business hours consulting time, whichever is appropriate), calculated at our then-current hourly rates.

Access Licensing. One or more of the Services may require us to purchase certain "per seat" or "per device" licenses (often called "Access Licenses") from one or more Third Party Providers. (Microsoft "New Commerce Experience" licenses as well as Cisco Meraki "per device" licenses are examples of Access Licenses.) Access Licenses cannot be canceled once they are purchased and often cannot be transferred to any other customer. For that reason, you understand and agree that regardless of the reason for termination of the Services, fees for Access Licenses are non-mitigatable and you are required to pay for all applicable Access Licenses in full for the entire term of those licenses. Provided that you

have paid for the Access Licenses in full, you will be permitted to use those licenses until they expire.

### Term; Termination

The Services will commence, and billing will begin, on the date indicated in the Quote (“Commencement Date”) and will continue through the initial term listed in the Quote (“Initial Term”). We reserve the right to delay the Commencement Date until all onboarding/transition services (if any) are completed, and all deficiencies / revisions identified in the onboarding process (if any) are addressed or remediated to Data Evolution’s satisfaction.

The Services will continue through the Initial Term until terminated as provided in the Agreement and auto-renew unless canceled by either party, the Quote, or as indicated in this Service Guide (the “Service Term”).

**Per Seat/Per Device Licensing: Regardless of the reason for the termination of the Services, you will be required to pay for all per-seat or per-device licenses that we acquire on your behalf. Please see “Access Licensing” in the Fees section above for more details.**

### **Removal of Software Agents; Return of Firewall & Backup Appliances:**

Unless we expressly direct you to do so, you will not remove or disable, or attempt to remove or disable, any software agents that we installed in the managed environment or any of the devices on which we installed software agents. Doing so without our guidance may make it difficult or impracticable to remove the software agents, which could result in network vulnerabilities and/or the continuation of license fees for the software agents for which you will be responsible, and/or the requirement that we remediate the situation at our then-current hourly rates, for which you will also be responsible. Depending on the particular software agent and the costs of removal, we may elect to keep the software agent in the managed environment but in a dormant and/or unused state.

Within ten (10) days after being directed to do so, you must remove, package and ship, at your expense and in a commercially reasonable manner, all hardware, equipment, and accessories leased, loaned, rented, or otherwise provided to you by Data Evolution “as a service.” If you fail to timely return all such equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.

### Offboarding

Subject to the requirements in the MSA, Data Evolution will off-board Client from Data Evolution’s services by performing one or more of the following:

- Removal / disabling of monitoring agents in the Environment.
- Removal / disabling of endpoint software from the Environment.
- Removal / disabling of Microsoft 365 from the Environment (unless the licenses for Microsoft 365 are being transferred to your incoming provider; please speak to your technician for details.)
- Removal / disabling of remote desktop management software licenses provided by Data Evolution.
- Removal of credentials from the Environment.
- Removal of backup software from the Environment. (unless being transferred to your incoming provider; please speak to your technician for details.)

## Additional Policies

The following additional policies (“Policies”) apply to Services that we provide or facilitate under a Quote. By accepting a Service for which one or more of the Policies apply, you agree to the applicable Policy.

### **Authenticity**

Everything in the managed environment must be genuine and licensed, including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. All minimum hardware or software requirements as indicated in a Quote or this Services Guide (“Minimum Requirements”) must be implemented and maintained as an ongoing requirement of us providing the Services to you.

### **Monitoring Services; Alert Services**

Unless otherwise indicated in the Quote, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Data Evolution, and Client shall not modify these levels without our prior written consent.

### **Configuration of Third-Party Services**

Certain third-party services provided to you under a Quote may provide you with administrative access through which you could modify the configurations, features, and/or functions (“Configurations”) of those services. However, any modifications of Configurations made by you without our knowledge could disrupt the Services and/or cause a significant increase in the fees charged for those third-party services. For that reason, we strongly advise you to refrain from changing the Configurations unless you notify us of those changes. You will be responsible for paying any increased fees or costs arising from or related to changes to the Configurations.

### **Modification of Environment**

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services and may impact the fees charged under the Quote. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge. Any modifications made without our knowledge will not be in the scope of any signed agreement and will not be our responsibility.

### **Anti-Virus; Anti-Malware**

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware (“Malware”); however, Malware that exists in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Malware will be detected, avoided, or removed, or that any data erased, corrupted, or encrypted by Malware will be recoverable. To improve security awareness, you agree that Data Evolution or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

### **Breach/Cyber Security Incident Recovery**

Unless otherwise expressly stated in the Quote, the scope of the Services does not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required

to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data or systems impacted by the incident will be recoverable or remediated. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client's confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the managed environment, or (ii) prevents normal access to the managed environment, or impedes or disrupts the normal functions of the managed environment.

### **Environmental Factors**

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in the Quote, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

### **Client Owned Inventory Storage**

We will receive and temporarily store equipment and other devices ("Stored Equipment") on Client's behalf, subject to the following conditions:

- Incoming packages must be received with postage pre-paid by Client; we will not be responsible for paying any freight, delivery, or acceptance charges.
- Data Evolution will securely store the Stored Equipment and will not release stored items unless Data Evolution has received written confirmation of the identity(ies) of the person(s) to whom the Stored Equipment may be released ("Authorized Recipients"), and Data Evolution has, to its reasonable

satisfaction, confirmed the identities of the Authorized Recipients.

- During the period in which Data Evolution stores the Stored Equipment (“Storage Period”), Data Evolution shall not be required or requested to open, inspect, test, or otherwise operate the Stored Equipment. Client understands and agrees that Stored Equipment may be subject to a manufacturer’s warranty requiring Client to inspect and/or report damaged or missing equipment within prescribed timeframes and, further, those timeframes may expire during the Storage Period.
- Items received for storage by Data Evolution will be visually inspected at the time of receipt for obvious significant damage to exterior shipping materials, and Client will promptly be notified of the existence of any such damage. No other inspections will be performed by Data Evolution and Data Evolution will not reject or refuse delivery of any obviously or potentially damaged items, it being understood that the return/replacement of damaged items will be handled solely by Client at Client’s cost.
- Data Evolution shall not be liable for any costs, fees, penalties, or expenses arising from or related to (i) the termination, expiration, or inapplicability of any manufacturer’s warranty (or similar warranty) relating to the Stored Equipment, (ii) items delivered broken or damaged to Data Evolution, or (iii) missing parts, equipment, devices, or accessories of the Stored Equipment.
- Provided that Client is not in default of any fees due or owing to Data Evolution, Data Evolution will store all Stored Equipment until told to release the items to Authorized Recipients. Notwithstanding the foregoing or any other provision to the contrary, Data Evolution may continue to store and not release Stored Equipment if, at the time release of the items is requested, Client is in default of its payment obligations to Data Evolution (the “Retention Exception”).
- Subject to the Retention Exception, within ten (10) business days after the termination of the Storage Depot service (“Retrieval Period”), Customer must retrieve all Stored Equipment from Data Evolution. Any Stored Equipment that is not physically retrieved

from Data Evolution prior to the expiration of the Retrieval Period, or any Stored Equipment which, due to the Retention Exception, is not released within the Retrieval Period, shall automatically and permanently be deemed abandoned by Client (“Abandoned Items”), and may be disposed of by Data Evolution without further notice to Client in any manner whatsoever (including but not limited to sale, auction, or donation), and without any recompense, payment, or remuneration by Data Evolution to Client. The remedies described in this paragraph shall be available to Data Evolution regardless of whether Client denies or protests such abandonment, or otherwise requests or demands, in advance, that Data Evolution continue to store the Stored Equipment. Client shall be responsible for the payment of any costs, fees, and expenses incurred by Data Evolution in the handling and disposal of Abandoned Items.

### **Fair Usage Policy**

Our Fair Usage Policy (“FUP”) applies to all services that are described or designated as “unlimited” or which are not expressly capped in the number of available usage hours per month. An “unlimited” service designation means that, subject to the terms of this FUP, you may use the applicable service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in the Quote, all unlimited services are provided during our normal business hours only and are subject to our technicians’ availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (*e.g.*, requesting support in lieu of training), (iii) requesting support or services that are intended to



interfere, or may likely interfere, with our ability to provide our services to our other customers.

### **Hosted Email**

You are solely responsible for the proper use of any hosted email service provided to you (“Hosted Email”).

Hosted Email solutions are subject to acceptable use policies (“AUPs”), and your use of Hosted Email must comply with those AUPs—including [ours](#). In all cases, you agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the Hosted Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Data Evolution or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the Hosted Email for the purpose of sending unsolicited commercial electronic messages (“SPAM”) in violation of any federal or state law. Data Evolution reserves the right, but not the obligation, to suspend Client’s access to the Hosted Email and/or all transactions occurring under Client’s Hosted Email account(s) if Data Evolution believes, in its discretion, that Client’s email account(s) is/are being used in an improper or illegal manner.

### **Backup (BDR) Services**

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client’s data. Neither Data Evolution nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your

internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. Data Evolution cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Data Evolution shall be held harmless if such data corruption or loss occurs. **Client is strongly advised to keep a local backup of all of stored data to mitigate against the unintentional loss of data.**

### **Procurement**

Equipment and software procured by Data Evolution on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Data Evolution does not make any warranties or representations regarding the quality, integrity, or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Data Evolution is not a warranty service or repair center. Data Evolution will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that (i) the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Data Evolution will be held harmless, and (ii) Data Evolution is not responsible for the quantity, condition, or timely delivery of the Procured Equipment once the equipment has been tendered to the designated shipping or delivery courier.

### **Business Review / IT Strategic Planning Meetings**

We strongly suggest that you participate in business review/strategic planning meetings as may be requested by us from time to time. These meetings are intended to educate you about recommended (and potentially crucial) modifications to your IT environment, as well as to discuss your company's present and future IT-related needs. These reviews can provide you with important insights and strategies to make your managed IT environment more efficient and secure. You understand that by suggesting a particular service or solution, we are not endorsing any specific manufacturer or service provider.

### **Sample Policies, Procedures.**

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

### **Penetration Testing; Vulnerability Scanning**

You understand and agree that security devices, alarms, or other security measures, both physical and virtual, may be tripped or activated during the penetration testing and/or vulnerability scanning processes, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing or vulnerability scanning services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place, or property. Some alarms and advanced security measures, when activated, may cause the

partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for any claims, costs, fees, or expenses arising or resulting from (i) any response to the penetration testing or vulnerability scanning services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

### **No Third Party Scanning**

Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party to conduct any test (diagnostic or otherwise), of the security system, protocols, processes, or solutions that we implement in the managed environment ("Testing Activity"). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity are not covered under the Quote, and if you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.

### **Obsolescence**

If at any time any portion of the managed environment becomes outdated, obsolete, reaches the end of its useful life, or acquires "end of support" status from the applicable device's or software's manufacturer ("Obsolete Element"), then we may designate the device or software as "unsupported" or "non-standard" and require you to update the Obsolete Element within a reasonable time period. If you do not replace the Obsolete Element reasonably promptly, then in our discretion we may (i) continue to provide the Services to the Obsolete Element using our "best efforts" only with no warranty or requirement of remediation whatsoever regarding the operability or functionality of the Obsolete Element, or (ii) eliminate the Obsolete Element from the scope of the Services by providing written notice to you (email is sufficient for this purpose). In any event, we make no representation or warranty whatsoever regarding any Obsolete Element or the deployment, service level guarantees, or remediation activities for any Obsolete Element.

## Licenses

If we are required to re-install or replicate any software provided by you as part of the Services, then it is your responsibility to verify that all such software is properly licensed. We reserve the right, but not the obligation, to require proof of licensing before installing, re-installing, or replicating software into the managed environment. The cost of acquiring licenses is not included in the scope of the Quote unless otherwise expressly stated therein.

## VOIP – Dialing 911 (Emergency) Services

**The following terms and conditions apply to your use of any VoIP service that we facilitate for you or that is provided to you by a third party provider of such service. Please note, by using VoIP services you agree to the provisions of the waiver at the end of this section. If you do not understand or do not agree with any of the terms below, you must not subscribe to, use, or rely upon any VoIP service and, instead, you must contact us immediately.**

There is an important difference in how 9-1-1 (*i.e.*, emergency) services can be dialed using a VoIP service as compared to a traditional telephone line. Calling emergency services using a VoIP service is referred to as “E911.”

**Registration:** You are responsible for activating the E911 dialing feature by registering the address where you will use the VoIP service. **This will not be done for you, and you must take this step on your own initiative.** To do this, you must log into your VoIP control panel and provide a valid physical address. **If you do not take this step, then E911 services may not work correctly, or at all, using the VoIP service. Emergency service dispatchers will only send emergency personnel to a properly registered E911 service address.**

**Location:** The address you provide in the control panel is the location to which emergency services (such as the fire department, the police department, etc.) will respond. For this reason, it is important that you

correctly enter the location at which you are using the VoIP services. PO boxes are not proper addresses for registration and must not be used as your registered address. Please note, even if your account is properly registered with a correct physical address, (i) there may be a problem automatically transmitting a caller's physical location to the emergency responders, even if the caller can reach the 911 call center, and (ii) a VoIP 911 call may go to an unstaffed call center administrative line or be routed to a call center in the wrong location. These issues are inherent to all VoIP systems and services. **We will not be responsible for, and you agree to hold us harmless from, any issues, problems, incidents, damages (both bodily- and property-related), costs, expenses, and fees arising from or related to your failure to register timely and correctly your physical location information into the control panel.**

**Address Change(s)**: If you change the address used for E911 calling, the E911 services may not be available and/or may operate differently than expected. Moreover, if you do not properly and promptly register a change of address, then emergency services may be directed to the location where your services are registered and not where the emergency may be occurring. **For that reason, you must register a change of address with us through the VoIP control panel no less than three (3) business days prior to your anticipated move/address change.** Address changes that are provided to us with less than three (3) business days notice may cause incorrect/outdated information to be conveyed to emergency service personnel. If you are unable to provide us with at least three (3) business days notice of an address change, then you should not rely on the E911 service to provide correct physical location information to emergency service personnel. Under those circumstances, you **must** provide your correct physical location to emergency service dispatchers if you call them using the VoIP services.

If you do not register the VoIP service at your location and you dial 9-1-1, that call will be categorized as a "rogue 911 call." **If you are responsible for dialing a rogue 911 call, you will be charged a non-refundable and non-disputable fee of \$250/call.**

**Power Loss:** If you lose power or there is a disruption to power at the location where the VoIP services are used, then the E911 calling service will not function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the device prior to utilizing the service, including E911 dialing.

**Internet Disruption:** If your internet connection or broadband service is lost, suspended, terminated or disrupted, E911 calling will not function until the internet connection and/or broadband service is restored.

**Account Suspension:** If your account is suspended or terminated, then all E911 dialing services will not function.

**Network Congestion:** There may be a greater possibility of network congestion and/or reduced speed in the routing of E911 calls as compared to 911 dialing over traditional public telephone networks.

**WAIVER:** You hereby agree to release, indemnify, defend, and hold us and our officers, directors, representatives, agents, and any third party service provider that furnishes VoIP-related services to you, harmless from any and all claims, damages, losses, suits or actions, fines, penalties, costs and expenses (including, but not limited to, attorneys' fees), whether suffered, made, instituted or asserted by you or by any other party or person (collectively, "Claims") arising from or related to the VoIP services, including but not limited to any failure or outage of the VoIP services, incorrect routing or use of, or any inability to use, E911 dialing features. The foregoing waiver and release shall not apply to Claims arising from our gross negligence, recklessness, or willful misconduct.

## Acceptable Use Policy

The following policy applies to all hosted services provided to you, including but not limited to (and as applicable) hosted applications, hosted websites, hosted email services, and hosted infrastructure services (“Hosted Services”).

Data Evolution does not routinely monitor the activity of hosted accounts except to measure service utilization and/or service uptime, security-related purposes and billing-related purposes, and as necessary for us to provide or facilitate our managed services to you; however, we reserve the right to monitor Hosted Services at any time to ensure your compliance with the terms of this Acceptable Use Policy (this “AUP”) and our master services agreement, and to help monitor and ensure the safety, integrity, reliability, or security of the Hosted Services.

Similarly, we do not exercise editorial control over the content of any information or data created on or accessible over or through the Hosted Services. Instead, we prefer to advise our customers of inappropriate behavior and any necessary corrective action. If, however, Hosted Services are used in violation of this AUP, then we reserve the right to suspend your access to part or all of the Hosted Services without prior notice.

**Violations of this AUP:** The following constitute violations of this AUP:

- **Harmful or illegal uses:** Use of a Hosted Service for illegal purposes or in support of illegal activities, to cause harm to minors or attempt to contact minors for illicit purposes, to transmit any material that threatens or encourages bodily harm or destruction of property or to transmit any material that harasses another is prohibited.
- **Fraudulent activity:** Use of a Hosted Service to conduct any fraudulent activity or to engage in any unfair or deceptive practices, including but not limited to fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” and “chain letters” is prohibited.
- **Forgery or impersonation:** Adding, removing, or modifying identifying network header information to deceive or mislead is prohibited. Attempting to impersonate any person by using forged



headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

- **SPAM:** Data Evolution has a zero tolerance policy for the sending of unsolicited commercial email (“SPAM”). Use of a Hosted Service to transmit any unsolicited commercial or unsolicited bulk e-mail is prohibited. You are not permitted to host, or permit the hosting of, sites or information that is advertised by SPAM from other networks. To prevent unnecessary blacklisting due to SPAM, we reserve the right to drop the section of IP space identified by SPAM or denial-of-service complaints if it is clear that the offending activity is causing harm to parties on the Internet, if open relays are on the hosted network, or if denial of service attacks are originated from the hosted network.
- **Internet Relay Chat (IRC).** The use of IRC on a hosted server is prohibited.
- **Open or “anonymous” proxy:** Use of open or anonymous proxy servers is prohibited.
- **Cryptomining.** Using any portion of the Hosted Services for mining cryptocurrency or using any bandwidth or processing power made available by or through a Hosted Services for mining cryptocurrency, is prohibited.
- **Hosting spammers:** The hosting of websites or services using a hosted server that supports spammers, or which causes (or is likely to cause) our IP space or any IP space allocated to us or our customers to be listed in any of the various SPAM databases, is prohibited. Customers violating this policy will have their server immediately removed from our network and the server will not be reconnected until such time that the customer agrees to remove all traces of the offending material immediately upon reconnection and agree to allow Data Evolution to access the server to confirm that all material has been completely removed. Any subscriber guilty of a second violation may be immediately and permanently removed from the hosted network for cause and without prior notice.
- **Email/message forging:** Forging any email message header, in part or whole, is prohibited.

- **Unauthorized access:** Use of the Hosted Services to access, or to attempt to access, the accounts of others or to penetrate, or attempt to penetrate, Data Evolution's security measures or the security measures of another entity's network or electronic communications system, whether or not the intrusion results in the corruption or loss of data, is prohibited. This includes but is not limited to accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks, as well as the use or distribution of tools designed for compromising security such as password guessing programs, cracking tools, or network probing tools.
- **IP infringement:** Use of a Hosted Service to transmit any materials that infringe any copyright, trademark, patent, trade secret or other proprietary rights of any third party, is prohibited.
- **Collection of personal data:** Use of a Hosted Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent is prohibited.
- **Network disruptions and sundry activity.** Use of the Hosted Services for any activity which affects the ability of other people or systems to use the Hosted Services or the internet is prohibited. This includes "denial of service" (DOS) attacks against another network host or individual, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
- **Distribution of malware:** Intentional distribution of software or code that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems is prohibited.
- **Excessive use or abuse of shared resources:** The Hosted Services depend on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited. You are prohibited from excessive consumption of resources, including CPU time, memory, and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of our systems or networks.
- **Allowing the misuse of your account:** You are responsible for any misuse of your account, even if the inappropriate activity was

committed by an employee or independent contractor. You shall not permit your hosted network, through action or inaction, to be configured in such a way that gives a third party the capability to use your hosted network in an illegal or inappropriate manner. You must take adequate security measures to prevent or minimize unauthorized use of your account. It is your responsibility to keep your account credentials secure.

To maintain the security and integrity of the hosted environment, we reserve the right, but not the obligation, to filter content, Data Evolution requests, or website access for any web requests made from within the hosted environment.

**Revisions to this AUP:** We reserve the right to revise or modify this AUP at any time. Changes to this AUP shall not be grounds for early contract termination or non-payment.