

**ALL DOCUMENTS AND LANGUAGE BELOW
APPLY ONLY TO AGREEMENTS EXECUTED
WITH SYNIVATE PRIOR TO MARCH 6, 2026**

**FOR AGREEMENTS EXECUTED ON OR AFTER
MARCH 6, 2026 SEE CURRENT TERMS BELOW**

[SYNIVATE.COM/MSA](https://synivate.com/msa)

[SYNIVATE.COM/SOW](https://synivate.com/sow)

Master Services Agreement

The following terms and conditions governs the relationship between Synivate, LLC (“us,” “our,” “we,” or “Synivate”) and you, and limits our liability for any services or products that we provide to you. Please read these terms carefully and keep a copy for your records.

SCOPE; SERVICES

- a) Scope. This master services agreement (this “Agreement”) governs all services that we perform for you, as well as any licenses, services, or products that we sell or re-sell to you (collectively, the “Services”).
- b) Quotes. The Services are not described in this Agreement; instead, we may perform a requested or required service for you or, from time to time, we may provide you with a quote, proposal, service order, or similar electronic document (“Quote”) proposing the Services. The Quote may have one or more additional documents attached to it, such as a statement of work or statement of services (each a “Service Statement”), that further defines or describes the scope and provision of the Services. **By accepting the Quote, you also agree to the terms of each Service Statement and the terms of this Agreement. If you do not agree to the terms of the Service Statement and this Agreement, then you should not accept the Quote.**
- c) Versioning. The version of this Agreement can be identified by the “Last Updated” reference located at the bottom of this document. Upon agreeing to a Quote, you should refer back to this document and note the version of this Agreement that applies to that particular Quote.
- d) Conflict. If there is a specific, material difference or a direct conflict between the language in a Quote or Service Statement on the one hand, and the language in this Agreement on the other, then the language of the Quote or Service Statement (as applicable) will control. If there is a direct conflict between the language in a Quote and a Service Statement, then the Quote will control.

GENERAL REQUIREMENTS

- a) Environment. As used in this Agreement, “Environment” means, collectively, any computer network (cloud-based or otherwise), computer system, peripheral or device (virtual or physical) acquired, installed, maintained, monitored, or operated by us for you or on your behalf. To avoid a delay or negative impact on our provision of the Services, during the term of the Services we strongly advise you to refrain from modifying or moving the Environment or installing software in the Environment, unless we expressly authorize such activity. We also request that you notify us if you replace any of your personnel who are involved with the administration, operation, or maintenance of the Environment for your company, such as the replacement of your IT personnel in co-managed situations. In all situations (including those in which we are co-managing an Environment with your internal IT department), we will not be responsible for changes to the Environment that are not authorized by us or issues that arise from those changes.

- b) **Requirements.** Everything in the Environment must be genuine, licensed, and supported by the manufacturer or software vendor — including all hardware, software, etc. If we ask for proof of authenticity, licensing, or support you must provide us with such proof. If our Services, or the manufacturer/vendor require certain minimum hardware or software requirements as indicated in a Quote or Service Statement (“Minimum Requirements”), you agree to implement and maintain those Minimum Requirements as an ongoing requirement of us providing the Services to you.
- c) **Updates.** Patches and updates to hardware and software (“Updates”) are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If Updates are provided to you as part of the Services, we will implement and follow the manufacturers’ recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.
- d) **Third Party Support.** If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process charged by the vendor or OEM. If the fees or costs are anticipated in advance or exceed \$500, we will obtain your permission before charging such expenses on your behalf unless exigent circumstances require us to act otherwise.
- e) **Advice; Instructions.** From time to time, we may provide you with specific advice and directions related to the Services (“Advice”). For example, our Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or requesting that you refrain from engaging in acts that disrupt the Environment or that make the Environment less secure. You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our Advice. If, in our discretion, your failure to follow our Advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable Services for cause by providing notice of termination to you. Unless specifically and expressly stated in writing by us (such as in a Quote), any services required to remediate issues caused by your failure to follow our Advice, or your unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope.
- f) **Prioritization.** All Services will be performed on a schedule, and in a prioritized manner, as we deem reasonable and necessary. Exact commencement / start dates may vary or deviate from the dates we state to you depending on the Service being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.
- g) **Authorized Contact(s).** We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized to provide such directions or consent (“Client Authorized Contacts”). If no Client Authorized Contact is identified in an applicable Quote or if a previously identified Client Authorized Contact is no longer available to us, then your Client Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by you during the course of our relationship to provide us with direction or guidance. We will be entitled to rely upon directions and guidance from your Client Authorized Contact until we are affirmatively made aware of a change of status of the Client Authorized Contact. Changes to your Client Authorized Contact must be provided to us in writing (email is sufficient) and will not be effective until confirmed by Synivate. Do not use a ticketing system or help desk request to notify us about the change of a Client Authorized Contact; similarly, do not leave a recorded message for us informing us of a change to your Client Authorized Contact. We reserve the right, but not the obligation, to delay the Services until we can confirm the Client Authorized Contact’s authority within your organization.
- h) **Insurance.** If you are supplied with hardware or accessories on a rental, license, or temporary basis (“Synivate Equipment”), then you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of those items. Synivate must be listed as an additional insured / loss payee on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable Services without prior notification to Synivate. Upon our request, you agree to provide proof of insurance to us.

FEES; PAYMENT

- a) **Fees.** You agree to pay the fees, costs, and expenses charged by us for the Services as described in each Quote and Service Statement. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).
- b) **Schedule.** All fees will be due and payable in advance of the provision of the Services unless otherwise indicated in the Quote or Service Statement. If applicable, recurring payments will be deducted from your designated bank account on the first day of the month in which the Services are to be provided, or if applicable, your designated credit card will be charged on the first day of the month in which the Services are to be provided. Generally, all prices anticipate automatic monthly recurring payment by you. Payments by any other methods may result in increased fees or costs; this will be outlined in the Quote or Service Statement.

c) Nonpayment. Fees that remain unpaid for more than fifteen (15) days after the date on the applicable invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us. Monthly or recurring charges (if applicable) will continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee of up to five percent (5%) may be charged to you if we suspend the Services due to your nonpayment.

ACCESS

You hereby grant to us and our designated third party vendors the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us or our vendors, as applicable, to provide the Services. Depending on the Service, we may be required to install one or more software agents into the Environment through which such access may be enabled. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Synivate or its vendors to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Synivate shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

a) Hardware / Software Purchased Through Synivate. All equipment, machines, hardware, software, peripherals, or accessories purchased through Synivate ("Third Party Products") are generally nonrefundable once the item is obtained from Synivate's third party provider or reseller. If you desire to return a Third Party Product, then the third party provider's or reseller's return policies shall apply. We do not guarantee that purchased Third Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided. You will be responsible for the payment of all re-stocking or return-related fees charged by the third party provider or reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. All Third Party Products are provided "as is" and without any warranty whatsoever as between Synivate and you (including but not limited to implied warranties).

b) **Liability Limitations. This paragraph limits the liabilities arising from the Services as well as the liabilities arising under this Agreement and any Quote, and is a bargained-for and material part of our business relationship with you.** You acknowledge and agree that Synivate would not provide any Services, or enter into any Quote or this Agreement, unless Synivate could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Synivate), savings, or other indirect or contingent event-based economic loss arising out of or in connection with the Services, this Agreement, any Quote, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any Quote, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below), your indemnification obligations, and any amounts due and payable pursuant to the non-solicitation provision of this Agreement shall not be limited by the foregoing limitation. Except for the foregoing exceptions, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to Synivate for the specific Service upon which the applicable claim(s) is/are based during the three (3) month period immediately prior to the date on which the cause of action accrued or \$5,000, whichever is greater. The foregoing limitations shall apply even if the remedies listed in this Agreement fail of their essential purpose; however, the limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, gross negligence, or to the extent that the Aggrieved Party failed to reasonably mitigate (or attempt to mitigate, as applicable) the Claims.

INDEMNIFICATION

Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the

claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

TERM; TERMINATION

- a) Term. This Agreement begins on the date on which we provide a Service to you or you accept a Quote (whichever is earlier) and continues until terminated as described in this Agreement. **Each Quote will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the Quote.** The termination of Services under one Quote shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties. **Be aware that a Quote and/or a Service Statement may provide for auto-renewal; please review your documents carefully.**
- b) Termination Without Cause. Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, Services are in progress. In addition, no party will terminate a Quote without cause prior to the Quote's natural (i.e., specified) expiration date. Notwithstanding the foregoing, if Synivate decides to cease providing a service to all of its customers generally, then Synivate may terminate an applicable Quote (or the applicable portion of the Quote) without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate the Services under a Quote without cause and without Synivate's consent, then you will be responsible for paying the termination fee described in the "Termination for Cause" section, below. If no Services under a Quote are in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
- c) Termination For Cause. In the event that one party (a "Defaulting Party") commits a material breach under a Quote, Service Statement, or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately the Services under the relevant Quote (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If Synivate terminates this Agreement or any Quote For Cause, or if you terminate any Services under a Quote without cause prior to such Quote's expiration date, then Synivate shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to Synivate had this Agreement or Quote (as applicable) remained in full effect, calculated using the fees and costs in effect as of the date of termination ("Termination Fee"). If you terminate this Agreement or a Quote For Cause, then you will be responsible for paying only for those Services that were delivered properly and accepted by you up to the effective date of termination.
- d) Client Activity As A Basis for Termination. In the event that you or any of your staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then in addition to Synivate's other rights under this Agreement, Synivate will have the right upon providing you with ten (10) days prior written notice, to terminate this Agreement or the applicable Quote For Cause or, at our discretion and if applicable, amend the applicable Quote to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- e) Consent. You and we may mutually consent, in writing, to terminate a Quote or this Agreement at any time.
- f) Equipment / Software Removal. Upon termination of this Agreement or applicable Quote for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Synivate Equipment is located to enable us to remove all Synivate Equipment from the premises. If you fail or refuse to grant Synivate access as described herein, or if any of the Synivate Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Synivate-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items. Certain services may require the installation of software agents in the Environment ("Software Agents"). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.
- g) Transition; Deletion of Data. In the event that you request our assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to Synivate providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. You also understand and agree that any software configurations that we custom create or program for you are our proprietary information and shall not be disclosed to you under any circumstances. **Unless otherwise expressly stated in a Quote or Service Statement, we will have no obligation to store or maintain any Client data in our possession or control beyond ten (10) calendar days following the termination of this Agreement or the applicable Services.** We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this section.

RESPONSE; REPORTING

- a) Response. We respond to any notification received by us of any error, outage, alarm, or alert pertaining to the Environment in accordance with the priority table(s) supplied to you by us. In no event will we be responsible for delays in our response or our provision of Services during (i) those periods of time covered under the Transition Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime

(defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.

i) **Scheduled Downtime.** For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 6:00 AM and 9:00 PM Local Time, Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) **Client-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime"). Client-Side Downtime includes, but is not limited to, any period of time during which we require your participation or we require information, directions, or authorization from you but cannot reach your Authorized Contact(s).

iii) **Vendor-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

b) **Expenses.** Any costs or expenses that we incur as a result of providing the Services during a national, state, or local emergency or during a period in which there are fuel, manpower, or other national or local shortages ("State of Emergency") will be invoiced and payable by you. By way of example, such expenses may include incremental increases in the cost of gasoline or electrical power, or the purchase of health or safety equipment reasonably necessary to provide the Services to you.

c) **Transition Exception.** You acknowledge and agree that for the first forty-five (45) days following the commencement date of any Service, as well as any period of time during which we are performing off-boarding-related services (e.g., assisting you in the transition of the Services to another provider, terminating a service, etc.), the response time commitments provided to you will not apply to us, it being understood that there may be unanticipated downtime or delays related to those activities (the "Transition Exception").

CONFIDENTIALITY

a) **Defined.** For the purposes of this Agreement, Confidential Information means any and all non-public information provided by one party (a "Discloser") to the other party (a "Recipient"), including but not limited to customer-related data, customer lists, internal documents, internal communications, proprietary reports and methodologies, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of the Recipient, (ii) was developed independently by the Recipient, or (iii) is or was lawfully and independently provided to the Recipient prior to disclosure by the Discloser, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) **Use.** The Recipient will keep the Confidential Information it receives fully confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by the Discloser in writing, or (ii) as needed to fulfill its obligations under this Agreement, or (iii) as required by any law, rule, or industry-related regulation.

c) **Due Care.** The Recipient will exercise the same degree of care with respect to the Confidential Information it receives from the Discloser as it normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) **Compelled Disclosure.** If a Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, the Recipient will immediately notify the Discloser in writing of such requirement so that the Recipient may seek a protective order or other appropriate remedy and/or waive the Discloser's compliance with the provisions of this Section. The Recipient will use its best efforts, as directed by the Discloser and at the Discloser's expense, to obtain or assist the Recipient in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised, by written opinion from its counsel (which shall be shared with the Discloser), that the Recipient is legally compelled to disclose.

e) **Additional NDA.** In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an "NDA") for the protection of a third party's Confidential Information (such as, for example, a business associate agreement). In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information.

ADDITIONAL TERMS; THIRD PARTY SERVICES

a) **EULAs.** Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. **You agree to be bound by the terms of such EULAs and will look only to the applicable third party provider for the**

enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable Quote with you to ensure our continued compliance with the terms of the third party EULA.

b) **Third Party Services.** Portions of the Services may be acquired from, resold from, and/or rely upon the services of, third party vendors, manufacturers, or providers (“Third Party Provider”). Third Party Providers may provide services such as data hosting services, malware detection services, domain registration services, and data backup/recovery services (each, a “Third Party Service”). Not all Third Party Services will be expressly identified as being provided by a Third Party Vendor, and at all times we reserve the right to utilize the services of any Third Party Provider or to change Third Party Providers in our sole discretion as long as the change does not materially diminish the Services that we are obligated to provide to you. Please note: You understand and agree that Third Party Providers are not our contractors, subcontractors, or otherwise under our managerial or operational control. While we will endeavor to facilitate a workaround for the failure of a Third Party Service, we will not be responsible, and will be held harmless by you, for any failure of any Third Party Service as well as the failure of any Third Party Provider to provide such services to Synivate or to you.

c) **Data Loss.** Under no circumstances will we be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the Environment that were not expressly designated to receive such services in the Quote. Unless expressly stated in writing by us, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

d) **BYOD.** You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, “Devices”), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in writing by us, Devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. **Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us (“Unknown Devices”). We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices. Client is strongly advised to ask Synivate for a list of known devices from time to time to ensure there are no devices missing from the service plan. If a device is missing from the service plan it will be treated as an Unknown Device and will not receive any of the services under the service plan.**

e) **Equipment.** All Synivate Equipment is licensed to you, and is neither owned by you nor leased to you. All configurations on the Synivate Equipment are our proprietary information and will not be circumvented, modified, or removed by you without our prior written consent. Upon the termination of applicable Services, your license to use the Synivate Equipment shall immediately terminate and thereafter all Synivate Equipment must be returned to us immediately at your expense. If you are required to ship Synivate Equipment to us, then you agree to package the equipment with sufficient protection to protect the equipment from damage during shipment. You will be responsible for the full replacement value of any Synivate Equipment that is not returned to us, or which is returned to us broken, damaged (normal wear and tear excepted) or missing parts.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned by such party (“Intellectual Property”), and nothing in this Agreement, any Quote or Service Statement, shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party. For the purposes of clarity, you understand and agree that we own any software, codes, algorithms, or other works of authorship that we create while providing the Services to you. If we provide licenses to you for third party software, then you understand and agree that such software is licensed, and not sold, to you. You are allowed to use such third party software subject to the terms and conditions of (i) this Agreement, (ii) the applicable Quote, (iii) written directions supplied to you by us, and, (iv) any applicable EULA; no other uses of such third party software are permitted. To the maximum extent permitted by applicable law, we make no warranty or representation, either expressed or implied with respect to third party software or its quality, performance, merchantability, or fitness for a particular purpose.

ARBITRATION

Except for undisputed collections actions to recover fees due to us (“Collections”), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the “AAA”) or if there is no AAA-certified arbitrator available within a twenty (20) mile radius of our office, then by any arbitration forum as determined by us, pursuant to the selected forum’s arbitration rules for commercial disputes (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office unless we agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent

of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

MISCELLANEOUS

- a) Compliance. Unless otherwise expressly stated in a Quote, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.
- b) Disclosure. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are responsible under any applicable privacy law or security regulation or certification (such as HIPAA or CMMC), then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.
- c) Virtual Security. You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a Quote, the recovery of Impacted Data is out-of-scope. Moreover, unless expressly stated in a Quote or Service Statement, we will not be responsible for activating multifactor authentication in any application in or connected to the Environment. **You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.**
- d) Physical Security. You agree to implement and maintain reasonable physical security for all managed hardware and related devices in your physical possession or control. Such security measures must include (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire detection and retardant systems, and (iv) periodic reviews of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated.
- e) Non-Solicitation. Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars (\$100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current Quote immediately For Cause.
- f) Collections. If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.
- g) Assignment. Neither this Agreement nor any Quote may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.
- h) Amendment. Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any Quote will be valid or binding upon the parties unless such amendment or modification is originated in writing by Synivate, specifically refers to this Agreement or the Quote being amended and is accepted in writing (email or electronic signature is acceptable) by you.

- i) **Time Limitations.** The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of or related to any Service, this Agreement or any Quote (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- j) **Severability.** If any provision hereof or any Quote is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law.
- k) **Other Terms.** We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- l) **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- m) **Merger.** This Agreement, together with any and all Quotes and each applicable Service Statement, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement or any Quote or Service Statement. Any document that is not expressly and specifically incorporated into this Agreement or a Quote will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. The foregoing sentence shall not apply to any business associate agreement required under HIPAA, which the parties may (if required) enter into after the Effective Date of this Agreement.
- n) **Force Majeure.** Neither party will be liable to the other party for delays or failures to perform its obligations because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- o) **Survival.** The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- p) **Insurance.** Synivate and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any Quote, including but not limited to, workers compensation and general liability. We agree to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.
- q) **Governing Law; Venue.** This Agreement and all Services will be governed by, and construed according to, the laws of the state of Massachusetts. You hereby irrevocably consent to the exclusive jurisdiction and venue of Norfolk County, Massachusetts, for any and all claims and causes of action arising from or related to this Agreement.
- r) **No Third Party Beneficiaries.** The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- s) **Usage in Trade.** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement.
- t) **Business Day.** If a time period set forth in this Agreement expires on a day other than a business day Norfolk County, Massachusetts, such period will be extended to and through the next succeeding business day in Norfolk County, Massachusetts.
- u) **Notices; Writing Requirement.** Where notice is required to be provided to a party under this Agreement, such notice may must be sent either by overnight courier or email. Notice will be deemed delivered one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this Agreement.
- v) **Independent Contractor.** Synivate is an independent contractor, and is not your employer, employee, partner, or affiliate.

w) Contractors. Generally, we do not utilize contractors to perform onsite services (such as equipment installation, network wiring, etc.); however, should we elect to contract a portion of onsite services to a third party, we will guarantee that work as if we performed the work ourselves. In addition, you understand and agree that Third Party Services are not considered to be subcontracted services, and providers of Third Party Services are not our contractors or subcontractors.

x) Data & Service Access. Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.

y) Counterparts. The parties intend to sign, accept and/or deliver any Quote, this Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

Statement of Services

This Service Statement contains provisions that define, clarify, and govern the services described in the quote (the “Quote”) that has been provided to you. If you do not agree with the terms of this Service Statement, you should not sign the Quote and you must contact us for more information.

This Service Statement is our “owner’s manual” that generally describes all managed services provided by Synivate; however, **only those services specifically described in the Quote will be provided to you** (collectively, the “Services”). Activities or items that are not specifically described in the Quote will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

1.1 Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- All hardware must be covered under the manufacturer warranty with an on-site support agreement. *(Added ‘on-site support agreement’ on July 15, 2024.)*
- All equipment with Microsoft Windows® operating systems must be running then-currently supported versions of such software, have all of the latest Microsoft service packs and critical updates installed and must be the Business, Professional or Enterprise edition of Microsoft Windows® as it is being used in a business environment.
- All software must be genuine, licensed and vendor-supported.
- Server file systems and e-mail systems (if applicable) must be protected by licensed and up-to-date virus protection software, and backed up on a regular basis.
- The Environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored.
- All wireless data traffic in the environment must be securely encrypted with then-current wireless security standards.
- All servers and networking equipment must be connected to working UPS devices with networked cards and environmental sensors. *(Added ‘networking equipment’ on October 4, 2024.)*
- Workstations must have a minimum of 12GB of RAM, at least 384GB of SSD OS Disk Storage and have been manufactured within the last six years. *(Edited from ‘8GB of RAM’ on July 15, 2024.)*
- 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 Service Statement.
- Client must provide us with exclusive administrative privileges to the Environment.
- Client must not affix or install any accessory, addition, upgrade, equipment, or device on to the firewall, server, or NAS appliances (other than electronic data) unless expressly approved in writing by us.

1.2 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 Synivate. Without limiting the foregoing, the following services are expressly excluded, and if required to be performed, must be agreed upon by Synivate 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 Environment up to the Minimum Requirements (unless otherwise noted in “Scope of Services” above).
- 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.
- The cost to send a technician on-site for a change request, new equipment install, new workstation install or other non-remedial service.

2.1 Onboarding Services

If onboarding services are provided under the Quote, then the following services will be provided to you.

- Uninstall any monitoring tools or other software installed by previous IT consultants.
- Compile a full inventory of all protected servers, workstations, and laptops.
- Uninstall any previous virus protection and install our managed antivirus application.
- Install remote support access application on each managed device to enable remote support.
- Configure patch management application and check for missing security updates.
- Review firewall configuration and other network infrastructure devices.
- Review status of battery backup protection on all devices.
- Stabilize network and assure that all devices can securely access the file server.
- Review and document current server configuration and status.
- Determine existing backup strategy and status; prepare backup options for consideration.
- Review password policies and update administrative device passwords.
- As applicable, make recommendations for changes that should be considered to the managed environment.

The foregoing list is subject to change if we determine, in 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.

3.1 Covered Equipment / Hardware / Software

Managed Services will be applied to the equipment listed in the Quote (“Covered Hardware”).

The Services will apply to the software listed in the Quote (“Supported Software”) provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer. In this Service Statement, Covered Hardware and Supported Software will be referred to as the “Environment” or “Covered Equipment.”

3.2 Physical Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite 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 office location listed in the Quote. Additional fees may apply for onsite visits: Please review the Service Level section below for more details.

3.3 Help Desk Support

Automated monitoring is provided on an ongoing (i.e., 24x7x365) basis; response, repair, and/or remediation services (as applicable) will be provided only during business hours unless otherwise specifically stated in the Quote. We will respond to problems, errors, or interruptions in the provision of the Services in the timeframe(s) described below. Severity levels will be determined by Synivate in our discretion after consulting with the Client. All remediation services will initially be attempted remotely; Synivate will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Standard hours of support are 8:00 AM – 5:00 PM ET Monday – Friday.

We are closed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. We are still available 24x7 for emergency on-call support. If the holiday falls on a Sunday, we will be closed the following Monday, and if the holiday falls on a Saturday, we will be closed the preceding Friday.

Emergency tickets are limited to core network outages (Server/Network/Firewall/Application) that are affecting multiple end users. Emergency support requests must be raised by calling 617-517-0704. Tickets are not monitored outside of business hours.

End users must register support requests by e-mailing support@synivate.com, utilizing our support portal at <https://synivate.deskdirector.com/> or by calling 617-517-0704.

The below table outlines the expected response and resolution times from the service team in **business hours**.

Category	Description	Target Response	Target Resolution
Critical Incident	Incidents with extreme impact to business, or an excessive disruption of service, for example: Large numbers or percentage of users can’t work, such as when the network or a server is down. The damage to the reputation of the business is likely to be high. The service/s are not available and all users and functions are unavailable. <i>ex. Server Down / Network Down / Security Incident</i>	1 Hour	2 Hours
Incidents	A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The damage to the reputation of the business is likely to be moderate. <i>ex. User Locked Out / Software Issues / Hardware Issues / Password Resets</i>	2 Hours	8 Hours
Change Requests	A minimal number of staff are affected and/or able to deliver an acceptable service but requires extra effort. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The damage to the reputation of the business is likely to be nonexistent. <i>ex. New Hire Requests / Distribution List Changes / Software Installation / Minor PC Issues</i>	4 Hours	24 Hours

All time frames are calculated as of the time that Synivate is notified of the applicable issue / problem by Client through Synivate’s 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. Help desk support provided outside of our normal support hours, that is not classified as a critical problem will be billed to Client at our then-current hourly rates (2x) with a minimum of one (1) hour. *(ex. An end user calls in for emergency after hours support because they cannot login to an application, cannot print, or they are locked out of their computer.)*

3.4 New Hires and Terminations – OnBoarding/OffBoarding powered by DeskDirector and Process Street

Company approvers **must** register new hire requests and termination requests by submitting a form through our Help Desk application located here: <https://synivate.deskdirector.com/>

The below table outlines the expected turnaround times from the service team with respect to new hires and/or new workstation or laptop configurations.

Request	Description	ETA
New Hire (EMail-Only)	We will provision the necessary licensing for the new hire account and begin setup. We will complete the setup for the new hire account.	1 Business Day
Laptop/Workstation from Inventory*	Day 1** – We will wipe the machine and install Windows Updates, Manufacturer Drivers, BIOS Updates and baseline applications, ex. MS Office and Adobe PDF Reader. We must be notified prior to 12PM ET to start the same day. We will install our cybersecurity software suite, along with any applications specific to the organizations line of business. Day 2 – We will perform quality control on the laptop/workstation setup and ship to your facility or end user, whatever is specified on the form that was submitted. Day 3 – Transit from UPS/FedEx Day 4 – Transit from UPS/FedEx & Delivery by End of Day (Massachusetts)	3-4 Business Days
New Laptop/Workstation (Custom Order)	Day 1 – New Laptop/Workstation quote is generated and ordered from the manufacturer. Orders placed by 1PM ET typically ship the same day to us. Day 2 – Transit from UPS/FedEx Day 3 – Transit from UPS/FedEx & Delivery by End of Day Day 4** – We will wipe the machine and install Windows Updates, Manufacturer Drivers, BIOS Updates and baseline applications, ex. MS Office and Adobe PDF Reader. Day 5 – We will install our cybersecurity software suite, along with any applications specific to the organizations line of business. Day 6 – We will perform quality control on the laptop/workstation setup and ship to your facility or end user, whatever is specified on the form that was submitted. Day 7 – Transit from UPS/FedEx Day 8 – Transit from UPS/FedEx & Delivery by End of Day (Massachusetts)	8-10 Business Days

*Inventory refers to spare machines that we have in our facility in MA that were purchased in advance to expedite the process of new laptops/workstations.

**This process takes a full business day as the machine needs to reboot several times to complete various updates and driver installations.

For terminations, please provide as much notice as possible so we can schedule accordingly. If we are working with the individual to reclaim equipment, please provide 8 business days notice. If equipment is not being reclaimed, please provide a minimum of 2 business days notice. We understand that there are certain circumstances where you require a termination with limited notice, in these situations we will work to disable access as quickly as possible, please allow a minimum of 1 business hour in these situations to terminate access for the individual.

All time frames are calculated as of the time that Synivate is notified of the applicable issue / problem by Client through Synivate’s designated support portal. Notifications received in any manner other than described herein will result in a delay.

3.5 Ongoing / Recurring Services

Ongoing/recurring services are services that are provided to you on an ongoing basis and, unless otherwise indicated in a Quote, are billed to you monthly. Ongoing services generally begin upon the completion of onboarding services; therefore, any delays or interruptions to the onboarding services may delay the commencement of ongoing/recurring services.

3.6 Remote Monitoring & Management powered by N-Able N-Central RMM and PRTG

Software agents installed in Covered Equipment (defined below) report status and events on a 24x7 basis; alerts are generated and responded to in accordance with the Service Levels described below.

3.7 Updates & Patching powered by N-Able N-Central RMM and Chocolatey

- Deploy updates (e.g., x.1 to x.2), as well as bug fixes, minor enhancements, 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).
- Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable managed hardware.

4.1 End User Security Awareness Training powered by Curricula

- Online, on-demand training videos (multi-lingual).
- Online, on-demand quizzes to verify employee retention of training content.
- Baseline testing to assess the Phish-prone percentage of users; simulated phishing email campaigns designed to educate employees about security threats.

4.2 Backup & Disaster Recovery powered by Veeam and/or Datto

- 24/7 monitoring of backup system, including offsite backups, and an onsite backup appliance if listed on the Quote (“Backup Appliance”).
- Troubleshooting and remediation of failed backup.
- Preventive maintenance and management of imaging software.
- Firmware and software updates of backup appliance.
- Problem analysis by the network operations team.
- Monitoring of backup successes and failures.

*See below for additional details about storage limitations, frequency of backup, recovery, etc.

- Backed-Up Servers / Workstations: See Quote for servers/workstations that will be backed up. *Data on equipment that is not specifically listed in the Quote will **not** be backed up.*
- Storage Limitation: Client will be allocated storage space for backup and recovery purposes as listed in the Quote. Any space required or requested by Client beyond this amount will be provided to Client in blocks of 1TB, at the cost of \$150/month per block.
- Backup Frequency: On-site backups will occur once per day after 5PM EST; offsite backups will occur once per day after 5PM EST. Offsite backups require reliable internet access with upload speeds of at least 100Mbps for the best performance. If the upload speed at the customer site is less than 100Mbps the offsite backups may take longer than 24 hours to complete. This may put the customer in a less than satisfactory position if there is a need to recover offsite data.
- Backup Data Security: All backed up data is encrypted in transit and at rest in 256-bit AES encryption. All facilities housing offsite backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities. Additionally, all facilities housing offsite backed up data maintain strict SOC/ISO compliance.
- Backup Retention: Backed up data will be retained for 28 days on-site and 28 days off-site unless otherwise specified on the Quote.

License Grant. All Backup Appliances are embedded with proprietary software (“BDR Software”). Synivate hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this Service Statement, to use the BDR Software in conjunction with the

BDR-related services provided by Synivate. Client shall not reverse engineer, de-compile or otherwise use the BDR Software in any manner not specifically authorized by Synivate.

Recovery of Backed-up Data. You must contact us if data recovery services are needed. We will recover available backups onto the production environment if it is available. If the environment is unavailable and the client has not elected for a fully redundant system, we will send a quote for a cloud recovery option. Upon acceptance of a quote, we will make your backed up data available to you in a hosted, virtual environment. Your access to the backed up data will continue for a period of two (2) weeks; extended access time is available and would require a quote.

4.3 Monitoring Services; Alert Services *powered by N-Able N-Central RMM*

Unless otherwise indicated in the Quote, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by Client-designated policies, which may be modified by Client as necessary or desired from time to time. Initially, the policies will be set to a baseline standard as determined by Synivate; however, Client is advised to establish and/or modify the policies that correspond to Client's specific monitoring and notification needs.

5.1 Remediation

Unless otherwise provided in the Quote, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

5.2 Configuration of Third Party Services

Certain third party services provided to you under this Service Statement 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 or authorization 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 we authorize those changes. You will be responsible for paying any increased fees or costs arising from or related to changes to the Configurations.

5.3 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 or consent. 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 or consent.

If you have internal IT Personnel, we will coordinate with your internal IT personnel ("Your Personnel") as necessary to help ensure that the Services are delivered efficiently and effectively. That said, we are not responsible for the remediation of issues beyond the scope of the Quote caused by any activities undertaken by Your Personnel, such as modifications to hardware or software configurations, installation of software, firmware upgrades, etc. unless we pre-authorized those activities.

6.1 Next-Gen Comprehensive Anti-Virus & Anti-Malware *powered by SentinelOne and/or Huntress*

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist 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 Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable.

6.2 E-Mail Comprehensive Security *powered by ProofPoint*

Our e-mail security and spam protection solution will generally prevent most malicious e-mails from making it through to the end user inboxes. It is the Client's responsibility to inform the end users of the importance of the e-mail security system, and to refrain from releasing e-mails from the quarantine unless they are certain the e-mail is legitimate. We do not warrant or guarantee that all malicious e-mail will be capable of being detected, quarantined, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. Any e-mails released by end users or requested by end users through our support team to be released from the e-mail quarantine filter are at the sole risk and responsibility of the end user and Client.

6.3 Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in the Quote, the scope of the Services do 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 impacted by the incident

will be recoverable. 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 usernames, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

6.4 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.

6.5 Fair Usage Policy

Our Fair Usage Policy ("FUP") applies to all Services that are described or designated as "unlimited." An "unlimited" service designation means that, subject to the terms of this FUP, you may use the 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.

6.6 Hosted E-Mail powered by Microsoft Office 365

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. 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 Synivate 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. Synivate 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 Synivate believes, in its discretion, that Client's email account(s) is/are being used in an improper or illegal manner.

6.7 VoIP/Phone System

911 Dialing / Emergency Dialing – Limitations

The VoIP Service ("VoIP Service") may not support traditional 911 or E911 access to emergency services in all locations. The 911 dialing feature of the VoIP Service is not automatic; Client may be required to take affirmative steps to register the address where the VoIP Service will be used in order to activate the 911 Dialing feature. Client understands that Client must inform any users of the VoIP Service of the non-availability of traditional 911 or E911.

When a VoIP calling device is registered in a particular location, it cannot be moved without re-registering the device in the new location. Client agrees that it will not move any VoIP calling device without Synivate's written consent. Client shall hold Synivate harmless for any and all claims or causes of action arising from or related to Client's inability to use traditional 911 or E911 services.

When an emergency call is made, one or more third parties use the address of Client's registered location to determine the nearest emergency response location, and then the call is forwarded to a general number at that location. When the emergency location receives Client's call, the operator will not have Client's address and may not have Client's phone number. Client understands and agrees that users of the VoIP System must provide their address and phone number in order to get help. Client hereby authorizes Synivate to disclose Client's name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client's registered location.

Client understands and agrees that 911 dialing does not and will not function in the event of a power failure or disruption. Similarly, the hosted VoIP Services will not operate (i) during service outages or suspensions or terminations of service by Client's broadband provider or ISP, or (ii) during periods of time in which Client's ISP or broadband provider blocks the ports over which the VoIP Services are provided. Client further understands and agrees that 911 Dialing will not function if Client changes its telephone number, or if Client adds or ports new telephone

numbers to Client's account, unless and until Client successfully register its location of use for each changed, newly added or newly ported telephone number.

Client expressly agrees not to use VoIP System for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns.

6.8 Patch Management powered by N-Able N-Central RMM

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally 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 a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

6.9 Backup (BDR) Services powered by Veeam and/or Datto

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 Synivate 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. Synivate cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Synivate 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.**

7.1 Procurement

Equipment and software procured by Synivate 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, Synivate 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. Synivate is not a warranty service or repair center. Synivate will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that 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 Synivate will be held harmless.

7.2 Quarterly Business Review; Business Technology Alignment Meetings; IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Synivate's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Synivate is not endorsing any particular manufacturer or service provider.

7.3 Monthly On-Site IT Visits

If the client is subscribed to monthly on-site visits (if listed on the Quote) we will coordinate a fixed day of each month for our visit, ex. the second Wednesday of each month. A reminder e-mail will be sent to the primary client contact person a few weeks prior and again a few days prior to our scheduled visit. If the client would like to re-schedule our on-site visit please provide at least two business days' notice. If two business days' notice is not provided for cancellation or rescheduling, we will skip the visit and resume our normal scheduled visits the following month. We will still come on-site as necessary between monthly visits if there is an issue that cannot be corrected remotely.

7.4 vCTO, vCIS, vCSO or vCIO Services

The advice and suggestions provided us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Synivate will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship with Client. Under no circumstances shall Client list or place the Synivate on Client's corporate records or accounts.

7.5 Sample Policies, Procedures; Customer/Vendor Audits

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.

From time to time, you may ask us to complete a customer or vendor IT questionnaire. We will complete the answers to the best of our ability given the current information known to us. The answers and responses we provide are for your informational use only, and do not constitute or comprise legal or professional advice, and the questionnaire is 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 questionnaire, in part or in whole, in any transaction. We do not warrant or guarantee that the questionnaire is complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the questionnaire in your (or your customers') business operations.

7.6 Penetration Testing; Vulnerability Assessment powered by ConnectSecure

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 process, 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 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, and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing 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.

7.7 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 is 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.

7.8 HaaS

You will use all Synivate-hosted or Synivate-supplied equipment and hardware (collectively, "Infrastructure") for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure is violates the terms of the Quote, this Service Statement, or the Agreement.

7.9 Domain Name Services powered by GoDaddy and/or CloudFlare

If you register, renew, or transfer a domain name through Synivate, we will submit the request to the applicable domain name services provider (the "Registrar") on your behalf. Our sole responsibility is to submit the request to the Registrar, and we are not responsible for any errors, omissions, or failures of the Registrar.

8.1 Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Synivate, or that is in "end of life" or "end of support" status, we may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

8.2 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.

8.3 IP Addresses

Any IP addresses provided to Client by Synivate during the Service Term are managed by Synivate and Synivate will retain these IP addresses after termination of the Services, meaning that they may not be transferred or utilized by Client after termination of the Services.

8.4 Hardware as a Service (HaaS)

HaaS Equipment. We will provide you with the HaaS Equipment described in the Quote or, if no hardware is expressly designated as HaaS Equipment in the Quote, then a complete list of HaaS Equipment will be provided to you under separate cover.

Deployment. We will deploy the HAAS Equipment within the timeframe stated in the Quote, provided that you promptly provide all information that we reasonably request from you to complete deployment. This deployment guaranty does not apply to any software, other managed services, or hardware devices other than the HAAS Equipment. If you wish to delay the deployment of the HaaS Equipment, then you may do so provided that you give us written notice of your election to delay no later than five (5) days following the date you sign the Quote. Deployment shall not extend beyond two (2) months following the date on which you sign the Quote. You will be charged at the rate of fifty percent (50%) of the monthly recurring fees for the HaaS-related services during the period of delay. Following deployment, we will charge you the full monthly recurring fee (plus other usage fees as applicable) for the full term indicated in the Quote.

Equipment Hardware Repair or Replacement. Synivate will repair or replace HAAS Equipment by the end of the business day following the business day on which the applicable problem is identified by, or reported to, Synivate and has been determined by Synivate to be incapable of being remediated remotely.

This warranty does not include the time required to rebuild your system, such as the time required to configure a replacement device, rebuild a RAID array, reload the operating system, reload and configure applications, and/or restore from backup (if necessary).

If Synivate fails to meet the warranties in this section and the failure materially and adversely affects your hosted environment (“Hosted System”), you are entitled to a credit in the amount of 5% of the monthly fee per hour of downtime (after the initial one (1) hour allocated to problem identification), up to 100% of your monthly fee for the affected HaaS Equipment. In no event shall a credit exceed 100% of the applicable month’s monthly fee for the affected equipment.

Periodic Replacement of HaaS Equipment. From time to time and in our discretion, we may decide to swap out older HaaS Equipment for updated or newer equipment. (Generally, equipment that is five years old or older may be appropriate for replacement). If we elect to swap out HaaS Equipment due to normal, periodic replacement, then we will notify you of the situation and arrange a mutually convenient time for such activity.

Return of HaaS Equipment. 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 HaaS Equipment. Doing so 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. Within ten (10) days after the termination of HaaS-related Services, Client will provide Synivate access to the premises at which the HaaS Equipment is located so that all such equipment may be retrieved and removed by us. If you fail to provide us with timely access to the HaaS Equipment 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.

8.5 Hosting Services; Private Cloud Services

You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances, or other such requirements of any jurisdiction.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be “spamming” and carry out any “denial of service” attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity’s registration and/or subscription to Client’s services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to Synivate or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client’s authorized users and agents. Client’s responsibility includes ensuring the secrecy and strength of user identifications and passwords. Synivate shall have no liability resulting from the unauthorized use of Client’s login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client’s responsibility to notify Synivate immediately to request the login information be reset or unauthorized access otherwise be prevented. Synivate will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

8.6 Public Cloud Services (AWS / Google Cloud / Microsoft Azure)

Synivate will provide Client with a cost estimate prior to migrating or setting up resources in public cloud systems. The cost estimate provided is obtained directly from the vendor and is subject to change by the vendor. Any changes made to public cloud resources will be communicated with the Client and typically will result in a cost change (increase/decrease) from the vendor. Client agrees to pay Synivate for all charges associated

with their public cloud systems. Synivate will provide Client with an itemized copy of public cloud costs upon request. By using the service, Client agrees to the terms listed here: <https://www.microsoft.com/en-us/servicesagreement>

8.7 Office 365 Services

All Microsoft 365 and Microsoft Office 365 subscriptions will be billed monthly unless otherwise specified on the quote. All subscriptions will have an annual commitment and will auto-renew according to Microsoft's then-current terms of service. Any termination fees associated with a reduction in service or change in service to the current Microsoft license provided by Synivate and in use by Client will be billed in accordance with the Microsoft service agreement. Microsoft licensing, although billed monthly, under the annual commitment requires the Client to pay the balance upon cancellation or termination of the services. If payment is not made in full upon cancellation or termination of the services, the services may be suspended until payment is made in full. By using the service, Client also agrees to the terms listed here: <https://www.microsoft.com/en-us/servicesagreement>

8.8 Co-Management

In co-managed situations (e.g., where you have designated other vendors or personnel, or "Co-Managed Providers," to provide you with services that overlap or conflict with the Services provided or facilitated by us), we will endeavor to implement the Services in an efficient and effective manner; however, (a) we will not be responsible for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions, and (b) in the event that a Co-Managed Provider's determination on an issue differs from our position on a Service-related matter, we will yield to the Co-Managed Provider's determination and bring that situation to your attention. In co-managed situations, Client hereby agrees to indemnify and hold us harmless from and against any and all Environment-related issues, errors, downtime, exploitations, and/or vulnerabilities (collectively, "Environment Issues"), as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action arising from Environment Issues, where the Environment Issues cannot directly and unambiguously be traced back to any wrongdoing by Synivate.

9.1 Fees

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

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.

Minimum Monthly Fees. The initial Fees indicated in Quote are the minimum monthly fees ("MMF") that will be charged to you during the term. You agree that the amounts paid by you under the Quote will not drop below the MMF regardless of the number of users or devices to which the Services are directed or applied, unless we agree to the reduction. All modifications to the amount of hardware, devices, or authorized users under the Quote (as applicable) must be in writing and accepted by both parties.

Increases. In addition, we reserve the right to increase our monthly recurring fees; provided, however, if an increase is more than five percent (5%) of the fees charged for the services in the prior calendar year, then you will be provided with a sixty (60) day opportunity to terminate the services affected by the fee increase by providing us with written notice of termination. You will be responsible for the payment of all fees that accrue up to the termination date and all pre-approved, non-mitigatable expenses that we incurred in our provision of the services through the date of termination. Your continued acceptance, or use of the services after this sixty (60) day period will indicate your acceptance of the increased fees.

Travel Time. If onsite services are provided, we will travel up to 45 minutes from our office to your location at no charge. Time spent traveling beyond 45 minutes (e.g., locations that are beyond 45 minutes from our office, occasions on which traffic conditions extend our drive time beyond 45 minutes one-way, etc.) will be billed to you at our then current hourly rates. In addition, you will be billed for all tolls, parking fees, and related expenses that we incur if we provide onsite services to you.

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.

Automated Payment. You may pay your invoices by credit card and/or by ACH, as described below. If you authorize payment by credit card and ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.

- **ACH.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account, as defined and configured by you in our payment portal, for any payments due under the Quote. This authorization

will continue until otherwise terminated in writing by you. We will apply a \$35.00 service charge to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank's electronic draft restrictions.

- **Credit Card.** When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you in our payment portal, for any payments due under the Quote.

9.2 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 Synivate's satisfaction.

The Services will continue through the Initial Term until terminated as provided in the Agreement, the Quote, or as indicated in this section (the "Service Term").

9.3 Auto-Renewal

After the expiration of the initial Service Term, the Service Term will automatically renew for contiguous terms equal to the initial Service Term unless either party notifies the other of its intention to not renew the Services no less than thirty (30) days before the end of the then-current Service Term.
