

Terms & Conditions

Effective:

SEQUENTUR, LLC ("COMPANY") IS PROVIDING MANAGED INTERNET TECHNOLOGY SERVICES PURSUANT TO THESE TERMS TO THE CLIENT IDENTIFIED IN THE MANAGED SERVICES CONTRACT. THE SERVICES ARE LIMITED TO THE MANAGEMENT OF CLIENT'S COMPUTER NETWORK ENVIRONMENT INCLUDING THE HARDWARE AND SOFTWARE CONTAINED THEREIN ("CLIENT SYSTEM"). THE SERVICES DO NOT INCLUDE THE HOSTING OR STORAGE OF CLIENT DATA, OR THE PURCHASE OF HARDWARE, SOFTWARE OR OTHER EQUIPMENT. COMPANY MAY, UPON CUSTOMER'S PRIOR CONSENT AND ON ITS BELHALF, PURCHASE HARDWARE, SOFTWARE AND OTHER SERVICES, SUCH AS DATA HOSTING SERVICES, FROM THIRD-PARTY VENDORS. CLIENT OR COMPANY MAY BE REFERRED TO INDIVIDUALLY AS A "PARTY" OR COLLECTIVELY AS "PARTIES." THESE TERMS TOGETHER WITH THE MANAGED SERVICE CONTRACT AND ANY APPLICABLE STATEMENT OF WORK OR ORDER FORM THE CONTRACT BETWEEN THE PARTIES WITH THESE TERMS GIVEN PRECEDENCE OVER ANY CONFLICTING TERMS.

1. **Services.** Beginning on the Effective Date identified in the Managed Service Contract, Company shall provide managed internet technology services consisting of Managed Services, IT Strategy and Consulting and Security as described in Appendix "A" ("Services") for the Covered Equipment pursuant to the Bronze, Silver, Gold or Platinum Service Plan ("Service Plan") selected by Client for a monthly fee ("Monthly Managed Fee"). If the Services are not included under the Service Plan or are not included under the Monthly Managed Fee, then Client shall pay the then current hourly rate identified in Appendix D, unless the Service is identified as "a la carte", then the Parties shall execute a mutually agreeable work order for the additional Services which shall be subject to the Terms.

2. **Exclusions.** Support Services do not include: (a) parts, equipment, or software not covered by vendor/manufacture warranty or support; (b) the cost of any parts, equipment, or shipping charges of any kind; (c) the cost of any software, licensing, or software renewal or upgrade fees of any kind unless specifically stated otherwise in the applicable SOW; (d) cost of any third-party vendor or manufacturer support or incident fees (e.g. pay-per-incident support call to Xerox); (e) maintenance of applications software packages, whether acquired from Company or any other source unless included under the Service Plan; (f) programming (modification of software code) and program (software) maintenance unless included under the Service Plan; (g) project based work – moves of equipment, special configurations; (h) new implementations (hardware or software); (i) toner / ink replacement; (j) excluding the Training identified in Section 9, training services of any kind; and (k) all other services and/or support not identified in the Service Plan or applicable SOW. Damages caused by and recovery from virus infection not detected and quarantined by the latest Antivirus definitions are NOT covered under the terms of this Agreement. This Service is limited to those systems protected with a Currently Licensed, Vendor-Supported Antivirus Solution.

3. **Exclusive Provider.** Client appoints Company at its sole and exclusive provider of the Services and all managed internet technology services during the Term. Management of any leased or large multifunction printers and the items associated with them, including their disposal, support or maintenance are specifically excluded from the Services.

4. **Minimum System Requirements.** Client's information technology system and environment, including the hardware and software contained therein ("Client System"), must comply with the requirements identified below ("Minimum Requirements"): (a) all servers with Microsoft Windows Operating Systems must be running Windows 2016 Server or later and have all of the latest Microsoft Service Packs and Critical Updates installed; (b) all desktop PC's and notebooks/laptops with Microsoft Windows Operating Systems must be running Windows 10 Pro or later and have all of the latest Microsoft Service Packs and Critical Updates installed; (c) all server and desktop software must be genuine (not illegally pirated or bootlegged), licensed and vendor-supported; (c) the environment must have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email; (d) the environment must have a currently licensed and up-to-date vendor-supported anti-spyware solution protecting all desktops, notebooks/laptops; (e) the environment must have a currently licensed, vendor-supported server-based backup solution; (f) the environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet; (g) any wireless data traffic in the environment must be secured with a minimum of 128bit data encryption; (h) wiring must comply with IEEE standards; (i) patch cables must be factory molded and of suitable grade; and (j) all cabling must be properly labeled and documented. Client's compliance with these Minimum Requirements shall be the sole and exclusive responsibility of the Client and the costs required to bring Client System up to meet these Minimum Requirements are not included in this Contract.

5. **IT Assessment.** Before providing the Services, Company may conduct an evaluation of Client System, including the hardware, software and equipment for compliance with the Minimum Requirements, to identify hardware, software and equipment to be included under the Services ("Covered Equipment"), and to identify Client's employees and personnel who will use the Services ("Covered Users"). If Company recommends that Client take certain action to bring Client System into compliance with the Minimum Requirements, then Client shall follow Company's recommendations. If Client fails to follow Company's recommendations, then: (a) Client shall hold Company harmless from all claims, losses, expenses and damages arising from or relating to the operation and performance of Client's System; or (b) Company may immediately terminate this Agreement without liability and without any refund or return of any payments made to Company.

6. **Repairs/Replacement of Hardware/Software.** If Company determines that any hardware or software is obsolete or it is not practical to repair, then Company may require Client to replace the hardware or software at Client's sole cost and expense. If Client refuses to replace the hardware or software, then Company may: (i) terminate this Contract, or (ii) exclude such hardware or software from the Services.

7. **Third Party Purchases.** Upon Client's prior consent, Company may purchase for Client in Client's name certain hardware, software, licenses, equipment and third-party services from third-party vendor's and service providers ("Third-Party Purchases"). If Third-Party Purchases are delivered directly to Client's facility, then Client shall promptly notify Company of any damage, defects or incorrect quantities with or to the Third-Party Purchases. Client acknowledges and agrees that Company is not responsible for any delays in the delivery of Third-Party Purchases or its unavailability. If at any time during the Term, Client needs new or replacement hardware, software or other third-party services, Client shall seek written approval from Company prior to purchasing or installation of the same and failure to do so shall entitle Company to: (i) exclude the unapproved installation and purchases from the Services; (ii) terminate the Contract; or (iii) include the unapproved installation and purchases in the Services for an additional Fee. Company disclaims and offers no independent warranty on Third-Party Purchases, but such purchases shall be provided with the manufacturers', vendors' or service providers' standard end user warranties, if any. Client shall comply with all terms and conditions that accompany any Third-Party Purchases, including terms governing Client's use of the same.

8. **Third Party Products.** Company may use third-party hardware, software, services or other products to perform the Service under this Contract ("Third-Party Products"). If the provided under the Service Plan selected by Customer, Company will provide, maintain and support anti-virus and anti-spyware software for all Covered Equipment consisting of windows based personal computers and macs and file-/email-servers unless the Client opts to use other such software it has licensed. Company offers no warranties on Third-Party Products and disclaims all warranties with respect to such product, including warranty of merchantability and fitness for a particular purpose.

9. **Down Time; Data Back Up Data Migration**

9.1 **Down Time.** Client acknowledges that, from time to time, Client's System, including the networks, hardware, and software contained therein, may be or become inaccessible, unusable, down, unavailable, interrupted, damaged, obsolete, or malfunctioning due to many causes, which may include, but are not limited to, weather patterns, infrastructure damage, network provider or carrier outages, Client's facility conditions, service provider errors, above-average use or traffic levels, hardware or software obsolescence, utility outages, or outside interference. Client additionally acknowledges that such occurrences are normal, that accessibility or 'up time' is not guaranteed by Company, and that such occurrences may be for extended periods of time. All such occurrences are subject to the limitations of liability in this Contract.

9.2 **Business Interruption.** Company may, from time to time, make networks, hardware, and software inaccessible, unusable, unavailable, interrupted, or otherwise taken down as part of its performance of the Services. Company shall make commercially reasonable efforts to do so outside of normal business hours. Client additionally acknowledges that such occurrences are normal, that accessibility or 'up time' is not guaranteed by Company, and that such occurrences may be for extended periods of time. All such occurrences are subject to the limitations of liability in this Contract.

9.3 **Risk of Loss of Information and Data Migration.** If data migration or transfer is included in the Services, Client acknowledges that such data migration or transfer may result in data loss, degradation, distortion, damage, or other problems, and that such occurrences may be the result of many factors or causes, including (but without limitation) the following: (a) Client's existing hardware or software; (b) network outages or malfunctions; (c) hardware malfunctions; (d) incompatible or unreasonable network, hardware, or software settings, configurations, permissions, registries, or options; (e) the obsolescence of Client's System; or (f) other factors beyond Company's control. Client additionally acknowledges that such occurrences are normal, and that error or loss free data transfer or migration is not guaranteed by Company. All such errors and losses are subject to the limitations of liability specified in this Contract.

9.4 **Data Back Up/Replication.** If data back up or replication is included in the Services, Client acknowledges that such data back up or replication is not guaranteed to prevent or restore data loss, degradation, distortion, damage, or other problems, and that such occurrences may be the result of many factors or causes, including (but without limitation) the following: (a) Client's existing Hardware or Software; (b) network outages or malfunctions; (c) hardware malfunctions; (d) incompatible or unreasonable network, hardware, or software settings, configurations, permissions, registries, or options; (e) the obsolescence of Client's System; (vi) computer hacking or other security breaches; (f) malware, viruses, and other malicious data or software; (viii) Client's negligence or misplacement of files such that they are not covered by the back up or replication settings; or (g) other factors beyond Company's control. Client additionally acknowledges that such occurrences are normal, and prevention of or restoration from such occurrences is not guaranteed by Company. Company does not guarantee or warrant that such data backup or replication will have effective security measures, or that any data backed up or replicated will be secure. All such security breaches, data errors, and data losses are subject to the limitations of liability in this Contract.

10. **Training.** If the Services include End User Training, Client IT Staff Training or Webinars, then Company shall provide such training or webinars remotely at time mutually agreed to by Company and Client. Client's cancellation of any training sessions within forty-eight (48) hours prior to their scheduled occurrence shall permit Company to debit the hours allocated to the cancelled training session from the total monthly hours allocated for such training.

11. **Support Services.** Company shall provide Client with Remote, Onsite and Live Help Desk Access support for Problems with Covered Equipment pursuant to the Appendix A and the Service Plan ("Support Services").

12. **Client Obligations.** Client, at its expense, shall: (a) permit Company's personnel or agents reasonable access to Company's premises and facilities where the Service is to be provided; (b) ensure that it has the necessary fixtures, including power sources, for the installation of Purchased Equipment; (c) provide reasonable assistance to Company upon Company's request; (d) use the Services only on or with Covered Users, Covered Equipment and Company approved Purchased Equipment; (e) ensure that the Client System and all Hardware and Software contained therein complies with

the Minimum Standards identified in the Contract; and (f) identify Client's IT Contact Person and their email address who will be Company's primary contact for all Services provided under this Agreement.

13. **System Administrator Consultant.** The Parties recognize that operating the Client System requires regular supervision, maintenance, upgrades, training and research, and that Client's business can benefit from managed technological support. Client therefore appoints Company as its outside System Administrator Consultants, and Client understands that following the advice and instructions of Company in regard to the Client System is vital in order to maintain existing IT systems integrity.

14. **Fees & Compensation.**

14.1 **Fees and Expenses.** Client shall pay the Monthly Managed Fee for the Service Plan selected by Client and all fees for Services that are not included in the Monthly Managed Fees under the Service Plan selected by Client ("Additional Fees" and together with "Monthly Managed Fee" referred to as "Fees"), all reasonable expenses that have been pre-approved, in writing by the Client ("Reimbursable Expenses") and all Add-On Fees (as defined below) without offset or deduction. All Fees, Reimbursable Expenses and Add-On Fees are non-refundable and exclusive of all taxes. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of Fees and Reimbursable Expenses as set forth herein. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, Company's income, revenues, gross receipts, personnel, or real or personal property, or other assets. Company may increase the Fees once annually by the greater of three percent (3%) or the then current U.S. Bureau of Labor Statistics Urban Consumer Price Index (CPI-U).

14.2 **Add-On Fees.** Unless expressly set forth in the Contract, the Fees due from Client are exclusive of any charges, costs, fees, and expenses for any: (a) parts, equipment, or hardware; (b) any software, licenses, software assurances, renewals, or upgrades; (c) shipping, handling, couriers, or postage; (d) third party vendor, OEM, or other manufacturer support or warranties; (e) premise wiring services; (f) travel, travel time, gas or gas mileage, per diem or accommodations, when applicable, when visiting Client offices or any other third party site on Client's behalf; (g) any non-information technology materials needed to provide services or requested by Client, including but not limited to office supplies or media; (h) any type of service, repair, reconfiguration, maintenance or management occasioned or made necessary by the alteration of Client System, including its hardware and software, devices, or other resources, with or without administrative access to such resources, by anyone other than Company personnel; (i) change of Services occasioned by acts or omissions by Client or its subcontractors, third party vendors, or any other third parties who may have or have had physical, logical or remote access to Client's System; (j) maintenance of third party applications, software, software packages or addons, whether acquired through Company or any other source after the Effective Date that

are not included in the Covered Equipment; or (k) software programming, altering, scripting, or maintenance. Company shall invoice Client for the above identified fees ("Add-On Fees") and such fees as payable pursuant to this Section.

14.3 Payment Due Date/Late Payments. All Fees, Reimbursable Expenses and Add-On Fees are due and payable within fifteen (15) days of receipt of Company's invoice unless specified otherwise in the Master Service Contract. All late payments shall bear interest at the lesser of (a) the rate of 1.5% per month; or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Company for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

14.4 Payment Method. All Fees, Reimbursable Expenses and Add-On Fees are payable according to the payment method identified in the Master Service Contract ("Payment Method"). Payments designed as Automatic Payments in Master Service Contract are automatically processed by Company or its third-party payment processor ("Payment Processor") on or before the 20th of each month in advance for the Services to be rendered the following month ("Automatic Monthly Payments"). Client represents and warrants that it is an authorized holder of each payment account provided to Company by Client and specifically authorizes Company and its Payment Processor to process all Fees, Reimbursable Expenses and Add-On Fees payable by Client according to the Payment Method and Automatic Monthly Payments and shall ensure that the information necessary to complete the Payment Method and Automatic Monthly Payments remains accurate throughout the Term. If there is no Payment Method identified in the Master Service Contract, then all Fees, Reimbursable Expenses and Add-On Fees are due and payable via check or credit card.

14.5 Suspension. In addition to all other remedies available under this Contract or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the provision of any Services if: (a) Company's vendor or supplier has terminated Company's access to our use of any third-party services or products required to enable Company to provide the Services; (b) Company is prohibited by applicable law from providing the Services, including access to Client System and the software and applications contained therein; or (c) Client fails to pay the Fees, Reimbursable Expenses or Add-On Fees pursuant to this Section and such failure continues for ten (10) days after receipt of Company's written Notice of the same.

15. Limited Warranty/Disclaimers.

15.1 Company warrants that it shall perform the Services using personnel of industry standard skill, experience, and qualifications, in a timely, workmanlike, and professional manner in accordance with generally recognized current industry standards for IT managed services ("Limited Warranty"). The Limited Warranty is contingent upon Client fulfillment of its obligations and responsibilities identified in this Contract. Client shall provide written notice to Company reasonably describing the defect or nonconformity, and Company shall reperform the Services within thirty (30) days of receipt of such notice to correct the defect and make the Services conforming. The foregoing states Client's sole and exclusive remedy and Company's

sole and exclusive liability for any breach of the Limited Warranty. Company shall not be responsible for any nonconformities or defects caused by: (a) accident, misuse, misapplication or neglect of Client or any of its agents or employees; (b) hardware or software that does not comply with the Minimum Standards; or (c) improper storage, use and movement of any hardware or software which is subject to the Services.

15.2 Connectivity. Company does not and cannot control the flow of data over the Internet or the integrity of the Internet (the global system of interconnected computer networks). Therefore, Company disclaims all liability for loss of data, corruption of data, or inability to provide Services, as a result of disruptions, slowdowns, breakdowns, or other technical issues affecting the Internet.

15.3 COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 15.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

16. Client's Representations and Warranties. Client warrants and represents that: (a) it is in good standing to transact business in the jurisdiction in which it is incorporated; (b) it has not relied upon any prior or contemporaneous representations or documents prior to entering into this Contract; (c) the individual executing the Contract is authorized to execute on behalf of Client; (d) it authorizes Company to repair, access and perform the Services on the Client System, including the hardware, software and client data contained therein, and it has the right to grant such authorization; and (e) Company's exercise of such authorization does not violate any contractual requirements, licenses, or applicable laws, rules and regulations.

17. Client Acknowledgement. Client acknowledges and understands that: (a) Company is not hosting any Client's data under this Contract and that any hosting services are provided by a third-party directly to Client; (b) Client's System may need additional hardware or software for Company to perform the Services, and Client shall obtain the same at its sole cost and expense; (c) although the Services detect and protect against many threats to Client's System, the Services are not designed to, and may not, detect or protect against all threats to Client's networks, hardware, and software, including viruses, malware, spyware, bugs, data degradation, errors, problems, vulnerabilities, defects, bugs, hardware failures or malfunctions, malicious attacks, malicious software, email scams, or other hazards; (d) absolute security against all information or computer-related threats is not realistically achievable and security breach, information release or disclosure, privacy breach, or similar occurrences may occur from time to time; (e) without limiting any other provision of the Contract, any change, use, run, installation, uninstallation, disabling, override, alteration, modification, end, stoppage, addition, deletion, or removal of any hardware or software on any hardware or software included in the Services is at the Client's own risk; (f) the Services and the Purchased Equipment are not fault-tolerant, may fail from time to time, and are not designed or intended for use in hazardous environments requiring fail-safe performance (including, but without limitation, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines or any other application in which the failure of the products, software or services could lead directly to death, personal injury, or severe physical or property damage); (g) if Client, or a third party,

possesses, requests, or accepts any administrative privileges to Client's System, Client is solely responsible for any hardware or software accessed, altered or maintained by such individual, and Company may remove such hardware or software from the Services (without a decrease in the Monthly Managed Fees); and (h) if Client or any third party possesses, requests, or accepts any administrative privileges to any of the hardware or software subject to the Services, Company no longer has sole control of the same, and may not be able to identify who has operated such equipment, or what such persons have done to such equipment.

18. Intellectual Property/Client Data/Feedback.

18.1 Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Client under this Contract or prepared by or on behalf of the Company in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**"), except for any Confidential Information of Client and Third-Party Products, shall be owned by Company or its licensors ("**Company IP**"). Company hereby grants Client a non-exclusive, non-transferable, non-sublicensable, royalty free license to use all Company IP in the Deliverables solely for Client's internal business use to make reasonable use of the Deliverables and the Services. Notwithstanding the foregoing, any Deliverables for which Company is a licensee shall not be subject to the above license, and Client's use of such Deliverables shall terminate upon the termination or expiration of this Contract.

18.2 Client Data. Company acknowledges that, as between Company and Client, Client owns all right, title and interest, including all intellectual property rights, in and to the "Client Data". "Client Data" means information, data and other content, in any form or medium, that resides on Client System and Company has access thereto in performing the Services. Client hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Company to provide the Services to Client. Client represents and warrants that Client has obtained the Client Data in compliance with all applicable consents, laws, rules and regulations, and providing the Client Data to Company or permitting Company to access such data or the storage of the same by Company or Company's third-party service providers, does not violate any, applicable patient consents or laws.

18.3 Access to Client System. Client consents to Company's access of Client System for Company to conduct the IT Assessment and to provide the Services. Client understands and acknowledges that such access may be on premises or remote access, and shall include access to the software, applications and data residing on Client System. Client warrants and represents that granting Company's access to Client System, including all software, applications and data residing therein,

to provide the IT Assessment and Services does not violate any applicable data privacy laws, rules or regulations, or any third-party Intellectual Property Rights.

18.4 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Company IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Company is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to Company on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or any other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.

19. Confidentiality.

19.1 General. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder, and shall, using industry standards, to safeguard such confidential information against unauthorized access or disclosure.

19.2 BAA. If Client System contains protected health information ("PHI") then the Parties shall execute a Business Associate Agreement ("BAA"). Any limitation of liability specified in this Contract shall apply to the Business Associate Agreement between the Parties.

19.3 Exclusions.

(a) General. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) excluding information protected under the BAA, to establish a Party's rights under this Contract, including to make required court filings. On the expiration or termination of the Contract, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media,

of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Contract for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Client. Company will not prohibit or restrict Client or any person or entity from communicating any information (including proprietary information, confidential information and intellectual property) when the communication is made for the following purposes: (a) disclosures required by law; (b) communicating information about adverse events, hazards and other unsafe conditions to government agencies; (c) health care accreditation organizations; (d) patient safety organizations; (e) communicating information about cybersecurity threats and incidents to government agencies; (f) communicating information about information blocking and other unlawful practices to government agencies; or (g) communicating information about a health IT developer's failure to comply with a Condition of Certification requirement, to the ONC or an ONC-ACB. Unless specifically permitted by applicable law (45 §CFR 170.403), nothing contained in this Contract shall restrict or be interpreted to prohibit any communication regarding the usability, interoperability or security of the Services, relevant information regarding users' experiences when using the Services, the business practices of Company related to exchanging electronic health information, or the manner in which users of Company have used its Services.

20. Non-Solicitation. Except with the Parties express written consent, each Party agrees that during the Term and for a period of two (2) years from date of last delivered Service neither Party nor its associates will directly or indirectly solicit or hire any officer, director, or employee of the other Party or any of its subsidiaries, except pursuant to a general solicitation that is not directed specifically to any such officer, director or employee.

21. Term, Termination, and Survival.

21.1 Term/Renewal Term. This Contract shall commence as of the Effective Date and shall continue thereafter for the Term identified in the Contract ("Initial Term"). This Contract shall automatically renew for subsequent twelve (12) month terms ("Renewal Term" and together with "Initial Term", the "Term") unless either Party provides the other Party written Notice of its intent not to renew this Contract within sixty (60) days before the end of the then current term.

21.2 Trial Period. Client may terminate this Contract upon ninety (90) calendar days written notice to Company without cause within the first six (6) months of the any term equal to or greater than thirty-six (36) months, if upon reasonable determination Client concludes that Company is not providing the Services to Client's

satisfaction. Client shall not be entitled to a refund of any Fees, Reimbursable Expenses or Add-On Fees upon termination under this Section.

21.3 Termination For Default. Either Party may terminate this Contract, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Contract, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, unless such breach is incapable of cure wherein non-breaching party is permitted to terminate immediately; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ten (10) days or is not dismissed or vacated within forty five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding the foregoing, Company may terminate this Contract if Client fails to pay any amount when due hereunder and such failure continues for fifteen (15) days after Client's receipt of written notice of nonpayment or the nonpayment occurs more than two (2) times in any twelve (12) month period. If this Contract is terminated due to Client's default, then all Fees, Reimbursable Expenses, Add-On Fees and invoices are accelerated and immediately due and payable.

21.4 Effect of Termination/Expiration. Upon expiration or earlier termination of this Contract: (i) Company shall immediately discontinue the Services; (ii) receiving Party shall, at disclosing Party's direction, either return or destroy disclosing Party's Confidential Information, and shall certify in writing to that such Confidential Information has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees, Reimbursable Expenses, Add-On Fees and invoices that may have become due before such expiration or termination.

21.5 Survival. The rights and obligations of the Parties set forth in this Section and in Sections 19 (Confidentiality), Section 21 (Term, Termination and Survival), Section 22 (Indemnification), Section 23 (Limitation of Liability), Section 24 (Insurance), Section 25(Notices), Section 34 (Choice of Law), Section 35 (Choice of Forum), and Section 36 (Wavier of Jury Trial), and any right or obligation of the Parties in this Contract which, by its nature, should survive termination or expiration of this Contract, will survive any such termination or expiration of this Contract.

22. Indemnification.

22.1 Company Indemnification.

(a) Company shall indemnify, defend and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Client resulting from any third-party claim, suit, action or proceeding ("Third-Party Claim") that: (a) the Services, or any use of the Services in accordance with this Contract, infringes or misappropriates such third party's intellectual property right,; or (b) willful violation of Section 19. Client shall promptly notify Company in writing of the claim, cooperate with Company, and allow Company sole authority to control

the defense and settlement of such claim provided that any settlement of the claim which requires admissions that are adverse to Client shall be subject to Client's prior approval, which shall not be unreasonably withheld or delayed.

(b) If such a claim for infringement is made or appears possible, Client agrees to permit Company, at Company's sole discretion, to: (i) modify or replace the Services, or component or part thereof, to make it non-infringing or (ii) obtain the right for Client to continue use. If Company determines that neither alternative is reasonably available, Company may terminate this Contract, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.

(c) Company shall have no indemnification responsibilities under this Section to the extent that the Third-Party Claim infringement claim arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; (ii) Client Data; (iii) Third-Party Products; or (iv) Third Party Purchases.

22.2 Client Indemnification. In addition to the indemnification set forth in elsewhere in the Contract, Client shall indemnify, hold harmless and, at Company's option, defend Company from and against any Losses for Third-Party Claim arising from or relating to Client's: (a) breach of its representations, warranties, responsibilities and obligations under this Contract; (b) hardware or software installed on Client's System that infringes or misappropriates a third-party's intellectual property or proprietary rights; or (c) Client's willful breach of Section 19. Client may not settle any Third-Party Claim against Company unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

23. Limitation of Liability. IN NO EVENT WILL COMPANY, ITS LICENSORS, VENDORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, STOCK HOLDERS OR REPRESENTATIVES BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS

CONTRACT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

24. Insurance. During the term of this Contract and for a period of two (2) years thereafter, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability and cyber liability in a sum no less than \$2,000,000. In the event Company holds, stores, or provides storage Services for any of Client's property, including but not limited to any Purchased Equipment, Client is required to maintain insurance on such property at its own expense and shall provide Company with a certificate of insurance naming Company as an additional insured. In case of loss, Client's insurance shall be primary and Company's coverage, if any, shall be non-contributory. Company has no liability for Client's property stored at Company's premises, including Third Party Purchases. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Contract. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

25. Entire Contract. This Contract exhibits, schedules, attachments, and appendices, constitutes the sole and entire Contract of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, Contracts, representations and warranties, both written and oral, regarding such subject matter.

26. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Contract (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth in the Contract (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested, postage prepaid), or via email return receipt requested. Except as otherwise provided in this Contract, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Amendments. No amendment to or modification of this Contract is effective unless it is in writing and signed by each Party.

29. Waiver. No waiver by any Party of any of the provisions of this Contract shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except

as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

30. Assignment. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Contract without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Contract.

31. Successors and Assigns. This Contract is binding on and inures to the benefit of the Parties to this Contract and their respective permitted successors and permitted assigns.

32. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

33. No Third-Party Beneficiaries. This Contract benefits solely the Parties to this Contract and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

34. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

35. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Contract, including all exhibits, schedules, attachments, and appendices attached to this Contract, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Middle District of Florida, Tampa Division, or the courts of the State of Florida sitting in Pinellas County, Clearwater, Florida and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

36. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS CONTRACT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS

CONTRACT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS CONTRACT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

37. Counterparts. This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Contract. Notwithstanding anything to the contrary in Section, a signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

38. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations of the Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, hurricane, pandemics, epidemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; and (g) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) consecutive days following written notice given by it under this Section, the other Party may thereafter terminate this Contract upon thirty (30) days' written notice.

IT Assurance Plan Appendices

Appendix A: Support Services

Appendix B: Definitions

Appendix C: SLA, Work Hours, & Escalation Procedures

Appendix D: Service & Deliverable Rates

Appendix A: Support Services

Company provides the Services identified below for the Covered Equipment (“Services”) pursuant to Service Plan selected by Client. If the Services are not included under the Service Plan or are not included under the Monthly Managed Fee, then Client shall pay the then current hourly rates identified in Appendix D, unless the Service is identified as “a la carte” or not applicable (“N/A”), then the Parties shall execute a mutually agreeable work order for the additional Services which shall be subject to these Terms. Some Services under the Service Plan are “limited” meaning that there are an allocated number of hours included under the Service Plan’s Monthly Managed Fee and any hours in excess of allocated hours shall be billed at the current hourly rate identified in Appendix D.

Managed Services
Regularly Scheduled Preventative Maintenance. Routine preventative maintenance for all Covered Equipment pursuant to the Service Plan selected by Client.
Support Requirements. Support of user hardware and systems, provided that all hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all software be genuine, currently licensed and vendor-supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Contract. Should Third Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client’s authorization to incur them.
Live Help Desk Access. During Normal Support Hours, Company will provide a phone number and email address to Company’s helpdesk (“Helpdesk”) for use by Client’s employees for technical support issues. Only employees specifically listed may use the Helpdesk.
Remote Support. Remote support services for Covered Equipment.
On-Site Support. When a Problem cannot be solved via Remote Support, Company will provide qualified on-site technical support at the Client site. All expenses, including travel and lodging are not included in the Monthly Managed Fee and are subject to reimbursement by Client. If Client requests Onsite Support, and no problem is found or reproduced, then Client shall be billed at the current applicable rates as indicated in Appendix D.
Server-Down. A significant interruption of IT services that results in a full or partial inability to perform day to day operations, signifying a monetary loss to the customer. Gold and Platinum Plans’ Monthly Managed Fees includes the fees for all labor needed to rectify a Server-Down situation. All other plans are billed at an hourly rate.
Normal Support Hours. Normal Support Hours are between the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding public holidays (New Years, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas) unless Unlimited 24x7 Live Help Desk Access is included under the Monthly Managed Fee of the Service Plan selected by Client where the Normal Support Hours will be provided 24/7/365.
Emergency Support Hours. Emergency support services requested outside of the Normal Support Hours are subject to the then applicable hourly rates identified in Appendix D.
Support and Escalation. Company will respond to and prioritize Client’s Problem Tickets under the provisions of Appendix C during Normal Support Hours. Problem Tickets must be opened by

Client's designated IT Contact Person, by email or web form to Vendor's Help Desk, or by phone if email and internet service is unavailable. Each call will be assigned a Problem Ticket number for tracking. The escalation process is detailed in Appendix C. Company agrees to prioritize Client's Problem Tickets ahead of all non-contractual Clients.

24/7/365 Proactive Network Monitoring and Automated Systems Management- 24x7 remote monitoring - Company will provide ongoing Services monitoring and security services for all critical devices. Company will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Should a problem be discovered during monitoring, Company shall make every attempt to rectify the condition in a timely manner through remote means, thereafter, in accordance with the terms enumerated in provision (h) of this Section.

User Onboarding and Offboarding. Onboarding - User onboarding involves the steps taken to integrate a new user into a system or application. Steps include Account Creation, Configuration, and Support. Sequentur will set up user accounts with the appropriate permissions and access levels. This can include any system or software that is necessary for an employee to be effective in their role. It is assumed that Sequentur will be provided with access and permission to any system where Sequentur is expected to create accounts. It is assumed that Sequentur will be given parameters and instructions from the customer to create accounts. Sequentur will configure settings based on customer preferences and requirements. Sequentur will support and assist with systems and software that are covered under the Managed Services Agreement.

User offboarding is the process of removing a user's access and privileges from a system or application. Any system or software that Sequentur is responsible for during the user onboarding process, Sequentur will remove, deactivate, or delete accounts as specified by the customer.

End User Training. Company will provide remote training to Covered Users regarding the basic operation and troubleshooting of the Covered Equipment at times mutually agreed to by Company and Client ("End User Training"). End User Training is reserved for Covered Users who have a reasonable level of proficiency in operating systems (and computers generally). End User Training does not include remedial or basic computer training. Company may provide webinar-based group trainings that will be communicated via email for both IT Staff and End Users based on current trends, security events, and promotion of working efficiently and securely.

Client IT Staff Training- Company will provide Client IT Staff training on current environment as well as recommend specific IT Staff Training to enhance continuing education. Company may provide webinar-based group trainings that will be communicated via email for both IT Staff and End Users based on current trends, security events, and promotion of working efficiently and securely.

Network and System Documentation

IT Strategy and Consulting

System Administrator Consultant: Company will act in the role of System Administrator Consultant for Client, advising on technology related issues and purchases on an as-needed basis to align with Client IT goals.

Monthly reports on all Service Actions and Tickets: On a monthly basis (no later than the 5th business day of each month) Company will provide to Client a report showing the current status of all Covered Equipment, as well as service details for work done in the immediate preceding month.

Vendor Management for all Technology Vendors: Company will provide Vendor Management services for any of the Client's vendors that supply telecommunications and internet related services, software, and network related equipment upon authorization by Client as may be requested by Client on a case-by-case basis. Company will provide vendor management for any Line-of-Business software applications or other Technology Vendors used by Client. Company will use best efforts to remediate any issues with Vendors and negotiate best prices and services with them. It is solely the Client's responsibility to pay Vendors on a timely basis to avoid interruption of services.

Infrastructure changes: Infrastructure changes refer to modifications, upgrades, or adjustments made to the underlying hardware, software, networks, and systems that support an organization's IT environment.

Infrastructure changes can encompass a wide range of activities and components, including, but not limited to:

Hardware Upgrades/Changes: Replacing or upgrading physical components such as servers, storage devices, routers, switches, and other networking equipment to enhance capacity, speed, and efficiency.

Software Upgrades: Updates, or version upgrades to operating systems, applications, and software components to improve functionality, security, and compatibility.

Network Configuration Changes: Modifying network settings, routing, IP addresses, and firewall rules to optimize network performance, ensure security, and accommodate changing network requirements.

Cloud Services Integration: Integrating, migrating, or expanding cloud-based services and resources.

Data Center Changes: Reconfiguring or expanding data center facilities, power and cooling systems, and hardware racks.

Storage Infrastructure: Making changes to storage systems, such as upgrading storage capacity, implementing storage area networks (SANs), or adjusting storage protocols.

Security Infrastructure: Enhancing security measures through changes like implementing new security protocols, updating firewalls, or integrating intrusion detection/prevention systems.

Backup and Disaster Recovery: Integrating or modifying backup and recovery strategies, technologies, and procedures.

Authentication and Identity Management: Deployment of authentication mechanisms, Single Sign-On (SSO) configurations, and identity management systems

Compliance and Regulatory Changes: Adjusting IT infrastructure to meet changing compliance and regulatory requirements in various industries.

Quarterly Business Review: Company will meet with Client in person or via video conference on a quarterly basis to review Client's business goals and objectives and make recommendations on technology solutions or adjustments that can benefit Client.

Security

Dedicated U.S. Based Security Team: Our Security Operations Center (SOC) analysts work only in the SOC(dedicated) and are all located in the United States(stateside).

All endpoints actively report to a 24/7/365 managed in the U.S. Security Operations Center

Server Backup with up to 1TB of Cloud Storage- Backup System Management - Company will, to the best of its ability, industry standards and best practices, manage and monitor Client's data backup system.
Managed Security Policies
Managed Ransomware Monitoring
Advanced 24x7x365 Real-Time Security Monitoring
Managed Antivirus:
Managed Microsoft Patching
Managed Third Party Patching
Managed O365/Azure protection policies to include industry best practices (based on client license features)
Managed Endpoint DNS Filtering *Pending Licensing for Service
Managed Forensic Analysis
Managed Detection and Response
Managed Credential Platform
Virtual CISO Consultations/Best Practice Reviews
Managed Active Directory Audit Plus *Pending Licensing for Service
Queryable SIEM with security logs retained for one month
Quarterly Penetration Test
Security Awareness Training
Incident Response

Appendix B: Definitions

Where used in Contract, the following definitions apply:

Problems: A “Problem” is any unexpected incident that interferes with the performance of the standard Technology System components including hardware, operating systems, or software and which must be corrected in order for the Customer to continue normal business operations. “Problems,” in this definition, only apply to:

- Standard PC Hardware (motherboard, CPU, memory, video system, monitor, CD/DVD, hard drive, floppy drive, USB connections, power supply, network interface card, keyboard, and mouse);
- Standard PC Software, including only Microsoft Windows operating system and components, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Outlook, Internet Explorer, Windows Media Player, and Apple iTunes;
- Components are covered only to the extent of their normal operation as defined by the manufacturer, i.e. adding to or changing the functionality of a component or software application is beyond the scope of this agreement.

Projects: A “Project” is any change as it relates to the existing IT infrastructure which Sequentur would otherwise charge in supporting Customer’s hardware devices and associate software. For Example:

- Customer desires to implement a new accounting system.
- Customer adds a Disaster Recovery site.
- Customer adds a new network printer office.

Helpdesk: Company’s “Helpdesk” is a fully staffed nationwide telephone support desk with technicians and specialists available to answer typical business computing questions during normal business hours. The Helpdesk can answer any common computer or software usage question or help with problems that can be accommodated via phone and remote support. Large problems, problems requiring an on-site service call, or questions specific to the customer’s location will be deferred back to the Sequentur for handling. If requesting assistance via email, all requests should be sent the helpdesk@sequentur.com. Requests can also be initiated by calling 1-888-551-9210.

Appendix C: SLA, Work Hours & Escalation Procedures

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in business hours)	Resolution time (in business hours)	Escalation threshold (in business hours)
Service not available (all users and functions unavailable).	1	Within .5 hour	ASAP – IT Insurance Effort	1 hour
Significant degradation of service (large number of users or business critical functions affected)	2	Within 2 hours	ASAP – IT Insurance Effort	2 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 4 hours	ASAP – IT Insurance Effort	4 hours
Small service degradation (business process can continue, one user affected).	4	Within 8 hours	ASAP – IT Insurance Effort	4 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Level 1 Support	All support incidents (not submitted through Help Desk) begin in Level 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Level 2 Support	All support incidents that cannot be resolved with Level 1 Support are escalated to Level 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Level 3 Support	Support Incidents that cannot be resolved by Level 2 Support are escalated to Level 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

Service Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Level 1 Support

If issue can be resolved through Level 1 Support:

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved to Client's satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Level 1 Support:

8. Issue is escalated to Level 2 Support
9. Issue is qualified to determine if it can be resolved by Level 2 Support

If issue can be resolved through Level 2 Support:

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control –Issue is verified to be resolved to Client's satisfaction
12. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Level 2 Support:

13. Issue is escalated to Level 3 Support
14. Issue is qualified to determine if it can be resolved through Level 3 Support

If issue can be resolved through Level 3 Support:

15. Level 3 Resolution - issue is worked to successful resolution
16. Quality Control –Issue is verified to be resolved to Client's satisfaction
17. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Level 3 Support:

18. Issue is escalated to Onsite Support
19. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

20. Onsite Resolution - issue is worked to successful resolution
21. Quality Control –Issue is verified to be resolved to Client's satisfaction
22. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Onsite Support:

23. I.T. Manager Decision Point – request is updated with complete details of all activity performed

Appendix D: Service and Deliverable Rates

Support Hours	Rates
Remote Support 8:00am-6:00pm M-F	\$262/hr (15-minute increments)
Onsite Support 8:00am-6:00pm M-F	\$262/hr (Two hour minimum then 15-minute increments)
Remote Support 6:01pm-10pm M-F	\$393/hr (15-minute increments)
Onsite Support 6:01pm-10pm M-F	\$524/hr (Two hour minimum then 15-minute increments)
Emergency Remote Support 10:01pm-7:59am Daily and Holidays	\$524/hr (One hour minimum then 15-minute increments)
Emergency Onsite Support 10:01pm-7:59am Daily and Holidays	\$786/hr (Two hour minimum then 15-minute increments)
Security Breach Response and Remediation	\$25,000 minimum retainer