

# Service Attachment (SA) for Secure Managed Services Express

SA-SMSE V1.0 REVISED 1/31/2023



This Service Attachment for Secure Managed Services Express ("SA-SMSE") is between Centre Technologies, Inc. a Texas company (sometimes referred to as "Centre," "we," "us," "our," OR "Provider"), and the Customer found on the applicable Quote (sometimes referred to as "you," "your," OR "Customer"). Collectively, these two entities are known as the "Parties". The Service Attachment, the Quote, and the Master Services Agreement form the Agreement between the Parties.

The Parties further agree as follows:

## 1. SCOPE - MONITORING AND SUPPORT SERVICES

### Remote Support

In connection with the Services listed in detail in your Quote for Centre Assist Secure Managed Services Express, Customers are entitled to the use of all services to be performed within the scope of this Service Attachment.

**Coverage parameters specific to the service(s) covered in this Agreement are as follows:**

- Remote Telephone Support shall be available 24 x 7 x 365.
- Remote Email Support shall be available 24 x 7 x 365.
- Specific response times are set forth in the SLO.

Centre will address identified issues as soon as we become aware of an incident. All activity related to a given incident will be formally documented by Centre staff within Centre's Service/Ticket Management system. This will include all updates during the troubleshooting process up to final resolution. If a root cause can be determined it will be documented in the service ticket as well.

### Service Requests General Support Structure

- **Tier 1 Support** - All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and hardware / software troubleshooting is initiated.
- **Tier 2 Support** - All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware / software issues can be provided by more experienced Consultants.
- **Tier 3 Support / Vendor** - Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, or Vendor support personnel, where more complex support on hardware / software issues can be provided.

### Response Time Goals for Remote Support

Centre and Customer agree to the response time goals set forth in the SLO.

### Customer Point of Contact ("POC")

Customer shall assign a technical Point of Contact ("POC"), which shall be the primary interface with Centre and/or partner resources responsible for service delivery.

### In Scope Equipment

Centre can provide remote troubleshooting and installation including validating solution connectivity as listed in the statement of work.

### Centre will not provide maintenance services for the following:

- Equipment and infrastructure that is not owned or licensed by Customer
- Warranty repair services on the behalf of any manufacturer as part of this Agreement
- No onsite support services

### Hours of Coverage

Standard Business Hours is defined as Monday - Friday, 8:00 A.M. to 5:00 P.M. CST.

### Response Time

Support SLO begins when a service request is submitted by the customer, and Centre remote support personnel is assigned by Centre.

### Customer Responsibilities

- **Remote Site access:** Centre shall contact the Customer and ask to secure remote access in order that problems are expeditiously resolved. If necessary, Customer shall arrange for Internet Services Provider (ISP) personnel to be available to support Centre's secure connectivity.
- **Equipment Access:** The Customers shall work with Centre to ensure secure remote access to supported equipment. It shall not be the responsibility of Centre to move boxes, equipment, and so forth to gain access to the any supported equipment.
- **Cybersecurity:** Customer, but only to the extent of its actual knowledge thereof, shall inform Centre of any cybersecurity incidents or other environmental factors that may impact the implementation of services.

### Resource Descriptions

- **Associate Consultant:** A standard technician used for Tier 1 Support.
- **Consultant:** An advanced technician which includes Tier 1 Support.
- **Technical Consultant:** A standard network technician performing Tier 2 Support.
- **Sr. Technical Consultant:** An advanced network technician who performs Tier 3 Support.

### Key Assumptions

- **Remote Consultant skills:** Can take instructions and work with preconfigured devices.
- **Advanced Technician skills:** Ability to work under minimal supervision with significant skills related to job- specific responsibilities. Ability to address tactical break/fix situations and is proactive in identifying technical needs. Able to provide network, server and additional device support.

Other skill levels are available upon request.

English speaking and service coordination.

### Market Rates

Market rates for Remote Support may fluctuate during the term of the Agreement. Current rates are found in your quote.

## Support Escalation Procedures

Customers can call into the main Centre support number at any time to request a CA Management review of their current support request.

CA Management will review the request to: (i) Make sure the troubleshooting process has not stalled; (ii) Make sure the troubleshooting process is on the correct path; (iii) Provide technical assistance and guidance to the currently assigned technician; and (iv) Make sure the request is assigned to the appropriate support tier and determine if an escalation is necessary.

## Rebuild PCs

### • Rebuilds of Existing PCs:

Rebuilds of an individual PC due to end user error / downloads / software installations are included in the service only within the Microsoft Azure cloud based environment.

### Microsoft 365 - Data Loss Prevention (DLP):

DLP service management is limited to services within the Azure AD / Office365 platform.

Customer must secure the appropriate 365 licensing level to enable DLP services.

Centre can provide quotes to bring licensing up to the required levels.

Customer is responsible for policy development and providing classification and labelling of critical data.

### Microsoft 365 - Multi Factor Authentication (MFA):

MFA service management is limited to services within the Azure AD / Office365 platform.

Customer must secure the appropriate 365 licensing level to enable MFA services.

Centre can provide quotes to bring licensing up to the required levels.

### Microsoft 365 - Conditional Access / Geo Fencing:

Geo Fencing service management is limited to services within the Azure AD / Office365 platform.

Customer must secure the appropriate 365 licensing level to enable Geo Fencing services.

Centre can provide quotes to bring licensing up to the required levels.

Customer is responsible for policy development as required.

### Microsoft 365 - E-mail Encryption:

E-mail Encryption service management is limited to services within the Azure AD / Office365 platform.

Customer must secure the appropriate 365 licensing level to enable e-mail encryption services.

Centre can provide quotes to bring licensing up to the required levels.

Customer is responsible for policy development as required.

## Web Security and Content Filtering

Using Microsoft Azure Cloud Services owned by or licensed to Customer Centre will establish baseline security policies to protect against common security threats including, but not limited to, malware, botnets, malicious sites and ransomware. Provider, through its third-party vendors will make its best effort to ensure the security of Customer's information through third-party security software ("Security Software"). Customer designates Provider as its agent to provide the Service to Customer, and to enter into any third-party relationship to provide the Service to Customer. Use of this Service is subject to the applicable third-party vendor agreements regarding terms of use, which .

Customer and Provider agree has been provided by Provider to Customer. Customer acknowledges that third-party vendors and their licensors own all intellectual property rights in and to the Security Software. Customer will not engage in or authorize any activity that is inconsistent with such ownership Customer acknowledges and agrees to be bound by any applicable third-party vendor's agreements regarding terms or use or end user licensing terms, and Customer understands that any applicable agreement regarding terms of use or end user licensing is subject to change by any third-party vendor or licensor without notice. It is Customer's responsibility to know Customer's rights and obligations when using any third-party vendor or licensor's software solution.

Customer is responsible for policy development as required.

## Backups

Using Microsoft Azure Cloud Services data-backup solution owned by or licensed to Customer, Service Provider will: (i) Work with Customer to develop backup strategy; (ii) Create and modify backup jobs as per Customer request;

(iii) Monitor the status of all scheduled and on-demand backup jobs; (iv) Troubleshoot failed backups; (v) Notify Customer by email of any repetitive backup failures and corrective actions being taken; (vi) Remotely perform Customer-requested restore operations to recover deleted files and corrupted files from backups; (vii) Contact Customer should user intervention be required, such as cycling of tapes into or out of tape drives, or cycling external drives offsite, etc.; (viii) Perform a monthly restore test (requires C-Stack approved solution)

Service Provider shall not be held liable in the event of data loss.

## Maintenance Windows

Daily maintenance windows will be from 6:00 PM to 8:00 AM (U.S. Central time). Routine server and application maintenance and upgrades will occur during maintenance windows, and some applications, systems or devices may be unavailable or non-responsive during such times.

## 2. CUSTOMER OBLIGATIONS

### Backup Jobs

Customer agrees to procure the necessary hardware and software to adequately protect their environment.

Customer agrees that reviewing backup status is a shared responsibility and shall review server backup status via the provided CMAC portal to ensure that all required servers are being backed up as per Customer's desired backup strategy.

### Embedded Remote Hands

Centre may occasionally ask you, or someone you designate, to perform simple on-site tasks including but not limited to:

- Cycling power on devices that have stopped responding
- Point of contact for shipping and receiving of devices

### Server Upgrades or Repair

We will authorize all server upgrades or repairs. You agree not to perform any of these actions without providing at least thirty (30) days advance notice.

### Software Licensing and Media

You are solely responsible for obtaining, installing, and supporting all required software licenses, including all Customer access licenses, if any, for the software products installed on your computers.

### Minor On-Site Tasks

Provider may occasionally request Customer staff to perform simple on-site tasks. Customer shall comply with all reasonable requests.

### Server Upgrades or Repair

Provider will authorize the conduct of all server upgrades or repair. Customer shall not perform any of these actions without Provider notification.

### Security and Regulatory Recommendations

Although it is under no obligation to do so; from time to time, Provider may make recommendations regarding regulatory compliance, safety and security related to Customer's network and practices (e.g., multi-factored authentication). If Customer fails to adopt or implement the recommended protocols, Customer is responsible for any and all damages related to regulatory, security, privacy, or data protection, including but not limited to fines, data breach notification, malware or ransomware costs, restoration, forensic investigation, restoring backups, or any other costs or damages related to Customer's refusal to implement the recommended protocols.

## 3. NETWORK CHANGE COORDINATION

### Significant Changes to Customer's Network

You will notify us via email of all significant proposed network changes and will provide us with at least thirty (30) days advance notice to provide opportunity to comment and follow-up regarding proposed changes.

### Research Regarding Network Changes

Evaluation of network change requests sometimes will require significant research, design, and testing by Provider. These types of requests are not covered by this Service Attachment and will be billed at our then-current rates for time and materials.

## 4. SUITABILITY OF EXISTING ENVIRONMENT

### Minimum Standards Required for Services

Customer represents, warrants and agrees that its existing environment meets the following requirements or will obtain upgrades to its existing environment to meet the following requirements:

Customer equipment must be maintained under manufacturer's warranty or maintenance contract or is in proper working order. Provider is not responsible for Customer equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assume equipment is under manufacturer's warranty or maintenance contracts or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment or software as obsolete, defective or end of life (EOL) and therefore exclude it from coverage and performance metrics under this Agreement. This includes, but is not limited to, specific operating system builds/versions that are end of life and no longer supported by the manufacturer as shown below:

1. All servers with Operating Systems must be running current versions, and have all of the latest Critical Updates installed and be patched within 30 days of the last patch.

2. All desktop PC's and notebooks/laptops with Operating Systems must be running current versions of software, and have all of the latest Critical Updates installed and be patched within 30 days of the last patch.
3. All server and desktop software must be genuine, licensed and vendor supported.
4. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
5. There must be an outside IP address assigned to a network device, allowing VPN access.

Costs required to bring Customer's environment up to these Minimum Standards are not included in this Agreement and shall be incurred and paid by Customer.

## 5. EXCLUSIONS

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

### Aged Hardware

Hardware which is no longer under either a manufacturer or third-party extended warranty covering hardware problems.

### Application Support

Application support or software maintenance problems outside of Microsoft Azure cloud based applications.

### Manufacturer Warranty

Services related to parts, equipment or software not covered by vendor/manufacturer warranty or support.

### Alterations and Modifications

Service and repair made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Customer's employees or anyone other than Provider.

### Problems Resulting from Customer Hardware Malfunction

There is a defect or malfunction in any hardware or software that adversely affects Provider's ability to perform the Services.

### Customer Resource Problems

There are problems resulting from your resources that are not under our management or control.

### Customer Personnel Problems

Provider's ability to resolve issues is due to problems with Customer's personnel not under Provider's control.

### Scheduled Maintenance

Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.

### Network Changes

Changes you may have made to the networking environment that were not communicated to or approved by us.

### Task Reprioritization

Problems or failures related to a prioritization or reprioritization of tasks by Customer.

### Force Majeure

Problems resulting from a Force Majeure Event as described in the MSA. See MSA Section 21.

### Agreed Temporary Exclusions

Any temporary exclusion we may request, subject to your approval, to implement changes in applications, environments, conversions or system software.

### Customer Actions or Criminal Activity

See MSA Section 12.

### Customer Responsibilities

Problems resulting from your failure to fulfill any responsibilities or obligations under our agreements.

**Customer Resolution**

Provider’s ability to resolve problems due to Customer re-prioritizing Provider’s recommendations.

**Factors Beyond Provider’s Control**

Delays or downtime due to any factor outside of Provider’s reasonable control.

**Internet Connectivity Loss or Loss of Power**

Loss of Internet connectivity or power at your location for any reason.

**Problem Ticket Management**

The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Customer reports the desktop malfunction or issue to Provider.

**Projects or Costs Outside Scope**

Short-term initiatives including those which involve a significant expansion of the current environment, collectively known as “Upgrades” or “Projects” which may or may not include the parts, equipment, shipping charges, software, licensing, software renewal/upgrade fees or costs thereof of any kind. Any and all costs of third-party vendor or manufacturer support or incident fees or the cost of additional facilities, equipment, replacement parts, software or service contract.

Examples include:

- Physical Office Turn-Ups / Moves / Decommissioning
- Internet Circuit Turn-Ups / Moves / Decommissioning
- Acquisition / Divestiture Support
- Environment Rebuilds
- Software Version Upgrades or Software Maintenance
- Server Consolidation – Server consolidation or disk space management activities that are estimated to exceed more than (1) man hours.
- Email Migrations
- Data Migrations

**Software Maintenance**

Maintenance of Applications software packages, whether acquired from Provider or any other source.

**Programming Modifications**

Programming (modification of software code) and program (software) maintenance.

**Software and Web Development**

Software and web development related work.

**Printer Hardware Repair**

Printer hardware repair and maintenance.

**Home / Personal Equipment**

Home or personal equipment is not covered under this Agreement.

**Power Supply**

Uninterruptable power supply (UPS) devices.

**Third-party Vendor Disputes**

The management or involvement with disputes or charges with any third-party vendor, other than issues relating to the technical services.

**Replacement Software**

Implementation of new or replacement software.

**Relocation / Satellite Office**

Office relocation/satellite office setup.

**Equipment Refresh**

Equipment refresh.

**6. TERM AND TERMINATION**

**Term**

This Service Attachment is effective on the Service Start Date identified in the Quote. Unless properly terminated by either party, this Service Attachment will remain in effect through the end of the term specified on the Quote (the "Initial Term"). Term, Renewal, and Termination are defined in the MSA and are hereby incorporated into this SA-SMS.

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