

Master Services Agreement

THE INDIVIDUAL OR ENTITY (“Customer”) EXECUTING ANY ORDER FORM, SERVICE SCHEDULE, SALES ORDER, WORK ORDER, STATEMENT OF WORK OR PROPOSAL (“Order Form”) THAT INCORPORATES THIS MASTER SERVICES AGREEMENT (“MSA”) (COLLECTIVELY ORDER FORM AND THE MSA AND ALL ATTACHMENTS, ADDENDA, AND INCORPORATED DOCUMENTS THERETO, “Agreement”) AND/OR ANYONE USING LOGICALLY’S SERVICES, AGREES THE FOLLOWING TERMS AND CONDITIONS GOVERN ACCESS TO, AND THE PROVISION OF, THE SERVICES BY WINXNET, LLC and its subsidiaries and affiliates including but not limited to Cerdant, Inc. (collectively, “LOGICALLY”). THE AGREEMENT IS EFFECTIVE AS OF THE DATE CUSTOMER EXECUTES THE ORDER FORM (“Effective Date”). A copy of this MSA is available for download and printing by clicking [here](#). If at any time Customer does not agree to all of the terms set forth herein, or as amended, it is instructed to immediately discontinue use of all Services (defined below). Customer’s use of the Services is subject to the Agreement.

CUSTOMER MAY ONLY USE SERVICES PURSUANT TO THE TERMS OF THE AGREEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS AND ITS END USERS’ USE OF THE SERVICES AND SHALL ABIDE BY, AND ENSURE COMPLIANCE WITH, ALL LAWS IN CONNECTION WITH ITS AND EACH END-USER’S USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO LAWS RELATED TO RECORDING, INTELLECTUAL PROPERTY, PRIVACY, AND EXPORT CONTROL.

1. **Definitions.** In addition to the terms defined elsewhere in the Agreement, the following defined terms shall have the designated meaning through the Agreement:

- (a) **“Business Day”** means 8:00 a.m. – 5:00 p.m. Monday through Friday, United States local time of Customer’s headquarters office, excluding federal public holidays in the United States.
- (b) **“Computer System”** means all of the Customer’s leased or owned computer hardware, computer software, hosted solutions, and custom applications used at, or in connection with, any location from which Customer conducts business.
- (c) **“Customer Materials”** means all of the software, specifications, content, or other Customer-provided materials, including the Computer System.
- (d) **“Existing Materials”** means any confidential or proprietary materials in which Logically or its suppliers have an intellectual property interest and/or proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Customer, including, without limitation, computer programs, methodologies, templates flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, administrative records, and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge, or data, and any derivatives thereof, which have been originated, developed, or purchased by Logically, a parent or affiliate of Logically, or by third parties under contract to Logically or to a parent or affiliate of Logically.
- (e) **“Force Majeure Event”** means any event which is caused by or a result of a government law or order, action by any governmental authority, judicial or government decree, regulation or other direction not the fault of the impacted Party, communication line failure, 911 system failure, or 911 call inadequate response or failure, power failure and any natural disaster or act of God, pandemic, war, terrorism (or threats of terrorism), invasion, hostilities, insurrection, riot, the order of any civil or military authority, explosion, fire, flood, earthquake, weather, national or regional emergency (whether declared or not), lockouts, strikes, labor stoppages, or slowdowns or other industrial disturbances, modification or upgrades of networks or equipment (including as a result of the act or omission of an underlying carrier, ISP, or other third party-service provider), the unavailability of personnel due to injury, sickness, death, or termination of employment, either voluntary or involuntary, or, without limitation, any other cause beyond the impacted

Party's reasonable control.

- (f) **“Services”** means the services, Software Products, applications, products, software, hardware, components and/or related equipment described in an applicable Order Form. “Services” may also include any follow-up consultation or other services provided to the Customer by Logically, at its discretion, for which no separate written contract has been executed. Unless otherwise agreed by Logically, “Services” specifically exclude, without limitation, any repair, replacement, maintenance, adjustment, or modification of the Computer System.
- (g) **“Software Products”** means software and associated media, printed materials and “online” or electronic documentation, that are licensed, sublicensed, or otherwise offered, provided, distributed, made available to Customer.
- (h) **“Software Publisher”** means an organization that develops and markets software or a publishing company in the software industry between the developer and Logically.
- (i) **“Work Product”** means tangible and intangible personal property developed or purchased solely for or by Customer pursuant to the terms of this Agreement and an applicable Order Form. For the avoidance of doubt, Work Product excludes Software Products.
- (j) **“Recovery Time”** means the amount of time taken to restore a computer, server, file or database to full functionality.
- (k) **“Recovery Point”** – means the point in time from which a computer, server, file or database can be restored.

2. **Procurement of Services.** Customer may, from time to time, procure Services from Logically by executing an Order Form that includes Terms and Conditions (the “**Terms and Conditions**”) and expressly incorporates this MSA via reference and weblink. Each such Order Form is subject to the terms of this MSA. In the event Customer executes multiple or subsequent Order Forms with Logically, each and every such Order Form (and documents incorporated therein, including this MSA) shall constitute separate and independent agreements between the parties, each having its own Term based on the Effective Dates. The sole authority to commence effort by Logically or to obligate payment by Customer shall be an Order Form executed by Customer and Services shall be provided in accordance with the provisions of the Agreement.
3. **Term; Payment Obligation for Services.** The term of the Agreement (“**Term**”) shall commence on the Effective Date and end on the anniversary identified in the applicable Order Form. The Agreement will automatically renew for successive one-year terms unless canceled in writing by Customer at least one hundred twenty (120) days, but no less than sixty (60) days prior to the end of the initial Term or any renewal Term. Customer agrees to the Services (as itemized in the Order Form and/or provided to the Customer by Logically, at its discretion, for which no separate written contract has been executed) and is responsible for payment thereof, including all recurring monthly service fees, for the Term of the Agreement and any renewal Term(s) thereof.
4. **Confidentiality.** From time to time during the Term, the parties may disclose or make available to each other trade secrets, confidential information, or other proprietary information (including but not limited to business data, research, development, manufacturing, customers, vendors, agents, employees, marketing plans, business plans, trade practices, financial information, and related matters) (“**Confidential Information**”). As used herein the term “Confidential Information” does not include information which: (a) is now, or hereafter becomes, through no act or failure to act on the part of recipient, generally known or available to the public; (b) is hereafter rightfully furnished to or acquired by recipient from a third party, without restriction as to use or disclosure; or (c) is information which was independently developed or acquired by recipient without breach of any obligation of confidentiality or use of, or access to, any of the Confidential Information.

Each party's confidentiality rights under the Agreement shall survive any expiration or termination of the Agreement

for a period of two (2) years following such expiration or termination. The receiving party shall, from the date of disclosure of such Confidential Information through two (2) years following the expiration of the Agreement : (x) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as recipient would use to protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (y) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person, except: (i) to its representatives who need to know the Confidential Information to assist, or act on its behalf, to exercise its rights, or perform its obligations under this Agreement; or (ii) pursuant to applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, provided that recipient shall first provide the disclosing party with: (A) prompt notice of such requirement; and (B) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. The provisions of this Section shall survive termination or expiration of this Agreement for any reason. At any time during or after the Term, at the disclosing party's written request, recipient shall promptly destroy all Confidential Information and copies thereof that it has received under this Agreement.

5. **Performance of Services.** Logically shall perform the Services for the Customer during the Term of the Agreement, as set forth in the applicable Order Form. During the Term, Customer shall provide Logically with access to the Computer System and with sufficient workspace and adequate conditions required to perform the Services. Logically shall be relieved of its obligation to perform the Services if:

- (a) the premises on which the Computer System is to be installed do not meet the manufacturer's specifications;
- (b) the Computer System, in whole or in part, is defective or is not otherwise in good operating condition;
- (c) the Customer makes alterations, additions, or modifications to the Computer System or any portion thereof that interferes with its normal and satisfactory operation;
- (d) the Customer has breached any license or user agreement term to which the Computer System, or any portion thereof, is subject; or
- (e) the Customer asks Logically to take any action that would, in the exercise of Logically's sole discretion and judgment, result in the breach of any license, law, or user agreement.

6. **Additions to Services.** If Customer requests and receives additional software, hardware, licenses, and/or Services after the Effective Date of the Agreement, such additions will be governed by the Agreement and the MSA without the requirement of signing a new agreement, addendum and/or Order Form. Customer agrees to pay for such additions at Logically's then-current rates and such charges shall appear on Customer's next scheduled invoice with prorated charges for any partial periods. Customer's payment of a modified invoice shall be deemed Customer's acceptance of the amounts charged including any price modifications.

7. **Ownership and License.**

- (a) Customer acknowledges that Logically does not own the Software Products and has been advised that the use thereof is subject to certain rights and limitations, of which Logically has informed Customer. Software Products are licensed to Logically from Microsoft¹, Symantec, VMware, Citrix, etc. All title and intellectual property rights in and to Software Products (and the constituent elements thereof, including but not limited to images, photographs, animations, video, audio, music, text and "applets" incorporated into the Software Products) are owned by their respective company or its supplier. The licensed Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Software Products does not transfer any

¹ Microsoft is a trademark of the Microsoft group of companies.

ownership of the Software Products or any intellectual property rights to Customer and Customer's right to use Software Products is subject to Customer's representation that it understands such use parameters and commits to complying with the same during and after the Term of the Agreement. Customer may use the Software Products installed on its devices by Logically only in accordance with the instructions, and only in connection with the Services.

- i. Redistribution Software – In connection with the Services, provided by Logically, Customer acknowledges it may have access to certain “sample,” “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively referred to as “**Redistribution Software**”). **CUSTOMER MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRUBITION SOFTWARE UNLESS IT EXPRESSLY AGREES TO COMPLY WITH SERVICES PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO LOGICALLY, WHICH TERMS MUST BE PROVIDED TO CUSTOMER BY LOGICALLY.** Microsoft does not permit Customer to use any Redistribution Software unless Customer expressly agrees in writing to comply with such additional terms, as provided to Customer by Logically.
- ii. Customer may not make any copies of the Software Products; provided, however, Customer may (a) make one (1) copy of Customer Software on Customer's device as expressly authorized by Logically; and (b) Customer may make copies of certain Redistribution Software in accordance with this Section. Customer covenants and agrees that it will promptly (within ten (10) business days) erase or destroy all such Customer Software and/or Redistribution Software upon termination or cancellation of its engagement with Logically and/or upon transfer of Customer's device to any third party, whichever occurs first. Customer is prohibited from copying any printed materials accompanying the Software Products.
- iii. Customer is strictly prohibited from reverse engineering, decompiling, deconstructing for purposes of replication or improper commercial use, or disassembling Software Products, except, and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
- iv. Customer may not rent, lease, sublicense, lend, pledge, or directly or indirectly transfer or distribute Software Products to any third party, and Customer may not permit any third party to have access to and/or use the functionality of the Software Products unless specifically authorized herein or in writing by Logically.

(b) Logically and Customer acknowledge that Logically personnel will only be providing the Services and that no deliverables will be provided except as expressly set forth in any applicable Order Form. In particular, Customer agrees that, notwithstanding anything to the contrary set forth herein: (i) Logically shall have the right to retain a copy of any work product of its personnel; and (ii) as part of Logically's provision of the Services specified in the Order Form, Logically may utilize Existing Materials which shall remain the sole and exclusive property of Logically. Notwithstanding anything contained herein to the contrary, Customer shall not have or obtain any rights in such Existing Materials, including, without limitation, proprietary products, materials, and methodologies of Logically or any third parties. Until the Customer has paid and fully satisfied its obligations under the applicable Order Form and the MSA, Logically shall retain title to and ownership of all Work Product. At the time that the Customer has paid all amounts owed under an applicable Order Form and provided that the Customer is otherwise not in breach of its obligations under the terms and conditions of the Agreement (such time being referred to herein as the “**Passage of Title**”), all Work Product under such Order Form shall become and shall thereafter be property of the Customer, and Customer shall retain all rights to such Work Product, exclusive of any component derived from Existing Materials. Customer hereby authorizes Logically, at any time prior to the Passage of Title, to file financing statement(s) or take other actions to perfect its interest in the Work Product. In the event of a default by Customer hereunder, in addition to, and not in substitution of, any other rights Logically may have at law or in equity, Logically shall have the right to enter upon any location where Work Product is located and to take possession of, remove, or render inoperable any Work Product. Customer shall allow Logically access to any such Work Product located on its own property and grant permission for Logically to enter upon the property of others for the purpose of carrying out its rights described herein.

- (c) To the extent that Existing Materials are incorporated in any deliverables (including Work Product), Logically grants to Customer a royalty-free, irrevocable, worldwide, nontransferable, non-exclusive, internal use, perpetual license to use, modify, and prepare derivative works of such Existing Materials and to use and display such Existing Materials, but only to the extent required to utilize the deliverables in accordance with all limitations in the Agreement and as may be set forth in the relevant Order Form. Nothing in this Section shall be deemed to permit Customer to disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify, create derivative works of, or transfer any of Logically's or its licensor's Existing Materials to a subsidiary, affiliate, or third party without prior, written consent of Logically. Furthermore, nothing herein shall be construed as limiting Logically's ownership of any patent, copyright, or other intellectual property or trade secret rights in any information developed independently of the Agreement even though such information may have been used in connection with Logically's performance of its obligations under the Agreement. Nothing herein shall prohibit Logically or its affiliates or any of their employees or subcontractors from providing similar services to others and/or from using or disclosing to others the general knowledge, skill, and experience that they have developed over the years, including the general knowledge, skill, and experience that Logically and they develop under the Agreement.

8. **Customer Responsibilities.** Customer's breach of its obligations and responsibilities as included herein may result in delay, degradation, abatement, or termination of Services, for which Logically's obligations hereunder will be excused.

- (a) Unless otherwise specified, Customer shall be responsible for preparing a suitable installation site, backing-up all electronically stored data during the Term, and installing and connecting its product(s) within Customer's environment compatible to manufacturer's specifications and as may be described in more detail in the Order Form(s). Customer is responsible for obtaining all necessary consents and access for Logically to install any software or equipment to be provided by Logically.
- (b) Customer acknowledges that in order for Logically to perform the Services, Customer must make certain personnel or other resources available to Logically in a timely manner. Customer agrees that it will cooperate in providing information or personnel upon Logically's request, and Customer acknowledges that its failure to do so may prevent Logically from meeting milestones as may be designated in an Order Form.
- (c) Customer assumes responsibility for all content, material, message, or data made available or transmitted in accordance with the provision of the Services and for its compliance with all applicable federal, state, and local laws, regulations, ordinances, and codes, and acceptable use policies of any third-party vendors or websites. Customer assumes full responsibility to back-up and/or otherwise protect all data against loss, damage, or destruction.
- (d) Customer must keep records relating to all use and distribution of all Software Publisher software licenses (the "**Software License**"). Customer represents and warrants that Customer has title to or has a license or the right to use or modify the Software License or right to permit Logically to use, access or modify any Software License that Customer has requested Logically to use, access or modify as part of the Services. It is Customer's responsibility to independently ensure that ALL Software Licenses in use by Customer are properly licensed. Logically will not promote the use of, or knowingly support software which is not properly licensed by Customer.
- (e) Logically has the right, at Customer's expense, to verify compliance with the Software License terms. Customer must promptly provide any information reasonably requested by Logically or any independent auditor retained by Logically in furtherance of the verification, including access to systems running the Software License and evidence of licenses for the Software License that Customer uses. Customer agrees to complete Logically's self-audit process, which Logically may request at any time. Customer agrees that Logically and/or its independent auditor can provide the Software Manufacturer with audit and verification information including but not limited to:
 - i. The number of virtual machine instances provided to Customer by Logically

- ii. The number of Customer or user Licenses
- iii. A list of the software products, which run in such virtual machine instances
- iv. All copies of Customer's validated Microsoft Mobility Verification Forms.

(f) Assistance with software audits or Software Licensing compliance matters are billable at Logically's then current hourly rates. If the number of Software License deployments in Customer's environment exceeds the number of Software Licenses ("Excess Software License Deployments") in any given month, Logically will invoice Customer for Excess Software License Deployments at then current rates. Furthermore, if verification of the Logically audit reveals any unlicensed use of the Software License, at Customer's own expense, Customer must immediately order and purchase sufficient licenses to cover its use. Customer agrees to pay Logically within ten (10) days of receipt of any invoice.

(g) Logically will monitor Customer's software usage regarding any Software Publisher on an ongoing basis to verify Customer's compliance with the license terms for the Software License. Logically may engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the Logically self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations. Logically has the right to use software license tracking tools to provide the Services and to monitor Customer's compliance with the terms of this Agreement. Even though Logically has the right to monitor Customer's usage of software on an ongoing basis, Logically is not obligated to monitor Customer's network for Software License compliance, Customer is responsible for any outcomes and consequences for its own software usage and/or Software License compliance. Customer acknowledges that Microsoft reserves the right to audit Customer for any use of Microsoft Products.

(h) Customer shall fully cooperate with Logically throughout the provision of the Services. Customer shall not uninstall or interfere with the software licensing tracking tools used by Logically to administer the Service, and Customer shall grant Logically all appropriate permissions and allow Logically the ability to implement configurations to allow the software tracking tools to function properly.

(i) Customer must respond within fifteen (15) business days to software, hardware and service licenses renewals that are necessary to keep customer environment up to date. Customer expressly authorizes Logically to automatically renew hardware and software renewals necessary if Customer's response is not timely garnered.

9. **Acceptable Use.** Customer will ensure that its employees, agents, and end-users adhere to the following guidelines regarding use of all IT assets under management by Logically. Any work necessary to remediate problems caused by or related to failure to follow these guidelines will be billable outside of the Agreement at Logically's sole discretion.

- (a) Network users will not open emails or attachments from unknown or unexpected sources.
- (b) All PCs, mobile devices, laptops, and workstations must be secured with a password-protected screensaver with automatic activation feature set to ten (10) minutes or less.
- (c) Unattended devices will be logged off or have a screen lock.
- (d) All incoming media is to be scanned for viruses before being used.
- (e) Any network user who suspects that his/her workstation has been infected by a virus must immediately turn off the workstation and call the Logically Service Desk.
- (f) Users will not install any software on any machine or make any changes to the configuration of a system without notifying Logically.
- (g) Users will not plug in or install any device onto the network without first notifying Logically.
- (h) Customer agrees that no critical files will be stored on any workstation unless the files are properly archived using a centrally managed backup solution, as Logically support personnel may need to re-image a workstation to remediate a problem and cannot guarantee the availability of the files following the remediation.

The following are prohibited:

- (a) Password sharing among users.
- (b) Violating copyright law, including, but not limited to, illegally duplicating, or transmitting copyrighted pictures, music, video, and software.
- (c) Use of the network to access pornography or gambling.
- (d) Forwarding chain emails.
- (e) Intentionally introducing malicious code, including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and key loggers.
- (f) Sending Spam via e-mail, text messages, pages, instant messages, voice mail, or other forms of electronic communication.
- (g) Forging, misrepresenting, obscuring, suppressing, or replacing a user identity on any electronic communication to misleads the recipient about the sender.
- (h) Distributing unlawful communications of any kind, including but not limited to cyber stalking, threats of violence, obscenity, child pornography, or other illegal communications as defined by law.

10. Service Terms.

- (a) Logically may locate servers containing Software Products ("Servers") on Customer's premises ("Customer Facility") solely to provide the Software Products to Customer, provided that the Servers remain under the day-to-day management and control of the Logically. Customer shall identify all Servers using the Software Products at Customer's Facility. Customer agrees not to install Software Products on Customer Servers without the written permission of Logically. Customer also agrees not to move or repurpose any Server without the written permission of Logically. Customer acknowledges and agrees that Logically has the right to use software license tracking tools to provide the Services and to monitor Customer's compliance with the terms of this Agreement. Upon request of Logically, Customer will promptly identify the number of Servers located at each Customer Facility and the Software Products installed on such Servers or allow Logically to identify the information onsite. Customer shall not access, maintain, or otherwise use the Software Products in violation of this Agreement or any Software Publishers End User License Agreement. Customer is responsible for all of its obligations under this Agreement regardless of the physical location of the Servers involved in providing the Service. Customer will be responsible to the Software Publisher for any unauthorized installation, use, copying, access, or distribution of the Products by Customer.
- (b) The Software Products are licensed on Customer Servers on a month-to-month basis or annual basis with applicable pricing under the applicable Software Publisher's licensing programs (e.g., Microsoft SPLA), which may change based on the software providers' terms of service. All Software Products licensed and provided by Logically are not perpetual licenses, and the Software Product licenses are not owned by the Customer, unless explicitly provided for in the Order Form. Only Customer Servers listed in the Agreement or that are pursuant to an applicable Change Order are covered by the terms of this Agreement. Software Publisher licensing does not extend to any other Customer Servers or devices that may be present on Customer's network. Customer's Server must remain under the day-to-day management of Logically to maintain Customer's licensing status under the Agreement. Any Software Publisher license on Customer Servers located at Customer's onsite location shall be limited to the applicable Software Publisher licensing program (e.g., Microsoft Windows Server licensing only), and such Software Publisher licensing does not include licensing for any other products that may be present on Customer's Server. Customer understands and agrees it will be responsible for all Software Publisher licensing after any suspension and/or Termination

date.

- (c) Software, materials, and data from Logically's web portal, www.mycerdant.com, and any other website owned, operated, licensed, sublicensed, or controlled by Logically may not, be copied, distributed, republished, uploaded, posted, or transmitted in any way, without the prior written consent of Logically. Modification or use of the materials for any other purpose violates the intellectual property rights of Logically. The materials on the Logically's websites are provided for lawful purposes only. If Customer downloads Software Products from Logically's websites, the Software Products (including all files and images contained in or generated by the software), and accompanying data are deemed to be licensed to Customer by Logically (or any third-party Software Publisher). Neither title nor intellectual property rights are transferred to Customer, but remain with Cerdant or such other Software Publishers, who own full and complete title. Customer may not resell, decompile, reverse engineer, disassemble or otherwise convert the software to a human perceivable form. Customer may not use Logically's websites for or in connection with offering any third-party product or service not authorized or approved by Logically. Additionally, any third-party software provided to Customer by or through Logically shall be subject to all licenses, terms, limitations and requirements of such third-party Software Publisher with respect to its software.
- (d) SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE HYSICAL, PROPERTY OR ENIRONMENTAL DAMAGE.
- (e) Export Restrictions. Software Products are of U.S. origin for purposes of U.S. export control laws. Customer agrees to comply with all applicable international and national laws that apply to Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
- (f) Logically may, in its sole discretion, make modifications to DNS records and zones on Logically managed or operated DNS servers and services.
- (g) Logically shall have the right to remotely access Customer's electronic and data systems for the purposes and intentions set forth in the Agreement.
- (h) Domain Name Registration Services. If Customer registers, renews, or transfers a domain name through Logically, Logically will submit such a request to its domain name services provider (the "Registrar") on Customer's behalf. Logically's sole responsibility in such situations is to submit the request to the Registrar. Logically is not responsible for any errors, omissions, or failures of the Registrar. Customer's use of domain name services is subject to applicable terms of the Registrar. Customer is responsible for closing any account with any prior reseller or registrar for the requested domain name and Customer is responsible for responding to any inquiries sent to Customer by the Registrar.

11. License Mobility.

- (a) If Customer makes use of software (Microsoft or otherwise) relative to the Services, which is not provided by Logically, then Customer, in so doing, represents and warrants that it has secured a written license agreement (or other necessary legal authorization) that permits Customer to use the software in conjunction with the Services. Customer agrees that it will provide Logically with evidence of such licensing as Logically may reasonably require prior to the commencement of the Services, and from time to time as necessary to update the status of the license. If Customer fails to provide the required evidence of licensing, Logically may, at its option, either (i) suspend the Services that were to include such software until the evidence is provided, (ii) provide the Services in reliance on Logically's licensing agreement with the vendor and charge you its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate this Agreement.

(b) If Customer desires to exercise License Mobility through Software Assurance rights, Customer must execute the Mobility Verification Form located at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx> or at its successor site, and, then, submit the Form to Microsoft for verification within 10 days of Customer's deployment of such Microsoft software. Licenses under the License Mobility through Software Assurance program must remain on Logically's shared servers within a single Data Center for no less than 90 days. Customer may not reassign a particular license within 90 days of the last assignment.

(c) If Microsoft, or a Software Manufacturer determines that Customer is non-compliant with the program requirements for License Mobility and Customer does not cure the non-compliance within a time period specified by Microsoft or the Software Manufacturer, then Logically may terminate this Agreement, the provision of any or all Services to Customer or both.

12. End-of-Life. Logically reserves the right to modify, substitute, wind-down, sunset, suspend, and/or discontinue temporarily or permanently ("End-of-Life") Services from time to time at its sole discretion. Customer agrees that Logically will not be liable to Customer or any third party for any End-of-Life action concerning Services, although, Logically may, in its sole discretion, provide Customer with a credit, refund, discount, or other form of consideration. Logically may provide Customer with advance notice of any End-of-Life change if reasonably practicable or otherwise promptly thereafter. Under this Section, notice may be provided in any manner designed to provide information to Customer, including posted to Logically's website, sent to Customer via email, or included as a message on Customer's recurring Logically invoice. Upon providing notification, Customer agrees to reasonably work with Logically to facilitate End-of-Life modifications impacting the Services. If Customer fails to comply with Logically's reasonable End-of-Life requirements, Logically reserves the right to suspend or terminate Services.

13. Insurance.

(a) Customer Insurance; Customer Obligations: Customer shall maintain a minimum of One Million Dollars (US \$1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, first party cyber liability. In the event the above referenced insurance minimums are not met, Logically reserves the right to work with insurance broker to place insurance on Customer. Any such force-placed insurance will be billed to the Customer.

(b) Logically Insurance; Logically Obligations: Logically agrees to maintain during the Term, professional liability insurance, including errors and omissions coverage, with aggregate limits of at least One Million Dollars (US \$1,000,000).

(c) Logically Insurance; Customer Obligations: Customer must have an active patch management system in place and utilize an offsite (geographically different) data backup storage process. Customers that are regulated by, under, or subject to and/or that process information regulated by, under, or subject to the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act of 2009 (collectively, "HIPAA"), the Payment Card Industry ("PCI"), and/or the U.S. Securities and Exchange Commission ("SEC"), are responsible for executing and submitting an annual risk assessment. Customers regulated by, under, or subject to and/or processing information by, under, or subject to HIPAA must have documented HIPAA policies and procedures and training practices regarding same, which are subject to audit and inspection.

Customer's insurance shall be primary over Logically's insurance. Customer agrees to waive and to require its insurers to waive any rights of subrogation or recovery as to Logically, its agents, officers, directors and/or employees.

14. Mutual Non-Solicitation.

(a) Customer. During the Term and for one (1) year thereafter, Customer agrees that neither it nor any of its

affiliates or any of their representatives shall, directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence, or encourage to terminate employment with, make any offer to, or employ or engage as an independent contractor any employee of Logically, or any of its affiliates with whom Customer had more than incidental contact, or who became known to Customer in connection with the provision of the Services hereunder. For the duration of time set forth in this paragraph, in the event Customer, its affiliates, or any of their representatives employs and/or engages a Logically or former Logically (or its affiliates') employee, regardless of solicitation, inducement, influence, or encouragement, Customers monthly recurring cost under the Agreement shall increase by seventy-five percent (75%) for the remaining Term and any renewal Term(s) thereafter.

- (b) **Logically.** During the Term and for one (1) year thereafter, Logically agrees that neither it nor any of its direct subsidiaries or any of their representatives shall, for itself or on behalf of another person or entity, solicit for employment or otherwise induce, influence or encourage to terminate employment with, make any offer to, or employ or engage as an independent contractor any employee of Customer or any of its affiliates with whom Logically had more than incidental contact or who became known to Logically in connection with the provision of the Services hereunder.
- (c) Nothing in this Section 14 shall be deemed to prohibit general solicitations through the media or by a search firm, in either case, that is not directed specifically to any covered employee(s), unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 14.

15. Pricing and Payment.

- (a) The pricing for Services, any recurring Services, or Professional Services shall be as set forth herein and in the applicable Order Form, which may not include all applicable taxes and fees ("Taxes and Fees"). Taxes and Fees include all federal, state, local and jurisdictional taxes, fees, surcharges, and other regulatory, compliance and/or Cost Recovery Fees (including, but not limited to fee increases due to consumer price index escalation ("CPI-U Fees")), mandated or non-mandated, that are applicable to all products or services provided by Logically and are subject to change without notice. Taxes and Fees will be included on invoices and are the Customer's responsibility to pay. Unless otherwise expressly set forth in the applicable Order Form, Customer shall pay Logically for its time spent according to its-current list pricing. Rates are quoted on an hourly basis and time spent will be rounded up to the one- quarter (0.25) hour for billing purposes. Logically will charge for travel from the nearest Logically office, at the current hourly labor rate per employee or consultant, unless otherwise specified. In addition, Customer shall pay Logically for all supplies and consumables, including cables and wires, which Logically utilizes in the performance of the Services and all applicable taxes, duties, and levies resulting from the Services and/or the supplies and consumables furnished by Logically, excluding the taxes based on Logically's income.
- (b) Notwithstanding any terms to the contrary in any Logically materials, Logically may change the prices and charges for Services from time to time. Logically may decrease prices without providing advance notice. Increases to the prices or charges for the Services and/or other charges are effective no sooner than fifteen (15) days after Logically announces them in customer communications such as newsletters, emails or on quotes/invoices.
- (c) Logically reserves the right to bill Cost Recovery Fees (including, but not limited to CPI-U Fees), which are associated with its costs relating to government programs, federally or state-imposed regulations, regulatory compliance, or similar requirements applicable to Logically, among other things. Cost Recovery Fees, including CPI-U Fees, are effective no sooner than three (3) days after Logically posts the increases in customer communications.
- (d) CPI-U Fees, which are associated with Logically's cost recovery related to inflationary movement, may occur quarterly based on calendar year. Hereunder, recurring charges may be increased each quarter by a percentage equal to the percentage change in the Consumer Price Index (CPI-U, U.S. city average, all items,

1982-1984=100) as published by the United States Bureau of Labor Statistics.

- (e) The Customer acknowledges and agrees that the total amount specified in their contract (the "Contract Amount") for Recurring Services is fixed and shall not be subject to reduction of greater than 10% of the original Contract Amount. The Customer shall not have the right to unilaterally modify or reduce the Contract Amount for Recurring Services by greater than 10% at any time before or during the initial term and any auto-renewal terms of the contract.
- (f) Unless otherwise agreed in writing, payment for Services is due within thirty (30) days of the date of issuance of the invoice by Logically. Customer shall pay to Logically a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Logically is in arrears. Customer agrees to pay all costs of collection, including court costs and reasonable attorney's fees, incurred in the collection of any past due amount. Customer acknowledges that Logically may participate in and retain the benefit of vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flier miles or other consideration.
- (g) **Accord and Satisfaction.** No payment by Customer or receipt by Logically of an amount less than the invoiced amount shall be deemed to be other than on account. No endorsement or statement on any check, or in any letter accompanying any check or payment shall be deemed an accord and satisfaction, and Logically may accept such check or payment without prejudice to Logically's right to recover the balance due or pursue any other remedy provided in this Agreement.
- (h) **Promotional Months; Deferred Payments.** Logically, from time to time, may offer Customer promotions and/or special payment plans ("Promotional Months") under which the payment of Customer's monthly recurring charges are deferred for one or more months, as determined in Logically's sole discretion. In exchange for the Promotional Months, Customer agrees to extend the Term of this Agreement by the number of Promotional Months provided by Logically. For example, if two Promotional Months are offered, the Agreement's operative Term will extend by two months.
 - (i) Any pricing information, estimates, and all other proposed solutions included in the MSA or applicable Order Form are based on Logically's understanding and assumptions of the requirements and environment represented in the corresponding Order Form, and on Logically being awarded the entire scope of the work being requested (collectively, the "**Conditions**"). In the event any of the Conditions are not accurate or if any Condition changes or is altered during the Term of the Agreement, Logically shall have the right to terminate the Agreement (including the related Order Form) immediately upon notice to Customer.

16. Warranty.

- (a) CUSTOMER UNDERSTANDS THAT LOGICALLY SHALL BEAR NO RESPONSIBILITY FOR THE PERFORMANCE, REPAIR, OR WARRANTY OF ANY THIRD-PARTY SOFTWARE OR HARDWARE PRODUCTS OR SERVICES THAT MAY BE INCLUDED IN OR REFERRED TO IN ANY ORDER FORM, AND CUSTOMER SHALL LOOK SOLELY TO SUCH THIRD PARTY FOR ALL REMEDIES AND SUPPORT WITH REGARD TO SUCH PRODUCTS OR SERVICES.
- (b) ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED. ALL WARRANTIES PROVIDED HEREIN ARE PROVIDED SOLELY BY LOGICALLY AND NOT BY ANY SOFTWARE MANUFACTURER OR ITS AFFILIATES OR SUBSIDIARIES.
- (c) LOGICALLY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ASSUMES NO RESPONSIBILITY FOR, AND

CUSTOMER FULLY RELEASES LOGICALLY FROM, CLAIMS FOR APPLICATION FAILURES, DATA LOSS, OR OTHER HARM, INJURY OR DAMAGE SUFFERED AS A RESULT OF SOFTWARE BUGS OR INCOMPATIBILITIES, SPYWARE, HACKING, OR ANY OTHER UNAUTHORIZED SYSTEM ACCESS, SABOTAGE, OR INFORMATION THEFT.

- (d) EXCEPT AS EXPRESSLY HEREIN PROVIDED, LOGICALLY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. STATEMENTS AND DESCRIPTIONS CONCERNING LOGICALLY SERVICES AND/OR THE AGREEMENT, IF ANY, BY LOGICALLY'S AGENTS, RESELLERS, OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. LOGICALLY DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO LOGICALLY EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

17. Termination; Effect of Termination. The Agreement may be terminated upon the occurrence of any of the following:

- (a) by Logically at any time upon written notice if Customer fails to comply with the terms of the Agreement (including but not limited to the Section titled "Customer Responsibilities") or promptly pay in full to Logically any amounts, charges or taxes required to be paid under the Agreement or any other agreement with Logically;
- (b) by Customer timely providing written notice of its intent for the Agreement to not automatically renew as provided for in the Section titled "Term; Payment Obligation for Services";
- (c) by either Party at any time in the event of a material breach of the terms hereof by giving the other Party ninety (90) days written notice stating the nature of the breach. The MSA and applicable Order Form shall then terminate if the breaching Party shall fail to cure such material breach within ninety (90) days of receipt of written notice thereof. If the breach is of such a nature that it cannot reasonably be cured within such period, the breaching Party shall commence to cure said breach within such period, then diligently prosecute such cure to completion. For the avoidance of doubt, in the event of multiple agreements between the parties, any non-materially breached agreement shall remain in full force and effect;
- (d) by Logically for any reason or no reason, upon ninety (90) days written notice to Customer; or
- (e) by Logically without notice, if in Logically's sole discretion Customer and/or its use of the Services violates its responsibilities concerning Software Products related to or under the Agreement.²

Termination of the Agreement shall constitute termination of the applicable Order Form. Termination of the Agreement does not relieve the Customer's obligations to pay all accrued fees and amounts. In the case of any hardware leases or rentals, the outstanding balance is due in full upon termination of the Agreement. In the event of termination or cancellation, Customer must discontinue use of the Services, relinquish use of any IP addresses and server names assigned to it by Logically in connection with the Services (including pointing the DNS for its domain name(s) away from Logically Services), stop using and/or accessing Software Products, if applicable, and destroy all copies of Software Products and all of their component parts. Following termination of the Agreement, Logically

² Instead of termination, Logically may in its sole discretion elect to suspend Customer's right to access or use Services under this subsection. In the event Customer's access right(s) are suspended, (a) Customer shall remain responsible for all service related charges and Taxes and Fees Customer has incurred through the date of Suspension; (b) Customer shall remain responsible for any applicable charges and Taxes and Fees for Services to which Customer continues to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; (c) Customer shall not be entitled to any service credits or offsets for any period of suspension; and (d) Logically will not be obligated to erase any of Customer's content as a result of the suspension, except as may be specified elsewhere in the Agreement.

may, in its sole discretion and for an additional fee, cooperate with Customer regarding Customer's systems and information. Customer is responsible for paying any such additional fee in advance of Logically's post-termination cooperation.

18. **Termination Charges.** Cancelation, termination, or default by Customer of the Agreement prior to the end of the Term (except in the event of a material breach by Logically as provided for in Section 17(c) or by Logically as set forth in Section 17(d)) will result in the immediate acceleration of all charges to be due under the Agreement, including all recurring Services³, from the date of cancelation through the end of the Term. Termination charges associated with any Professional Service, as set forth in the applicable Order Form shall also come due. Customer is also responsible for all prior outstanding balances (including any accrued interest charges), actual usage and associated Taxes and Fees on all amounts due or coming due. Customer hereby authorizes Logically to charge/debit Customer's authorized payment account for all such termination charges and any service deposits held by Logically on Customer's behalf will be refunded at that time. Customer agrees that the damages that would be sustained by Logically from Customer's early termination or default of an Order Form or this Agreement cannot readily be determined and that the termination charge constitutes "liquidated damages" and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.
19. **Survivability.** The provisions of this Agreement that, by their nature and content, must survive completion, rescission, termination or expiration of the Agreement in order to achieve the fundamental purposes of the Agreement (including, without limitation, confidentiality, dispute resolution, and indemnification), shall so survive and continue.
20. **Limitation of Liability & Disclaimer of Damages.**
 - (a) IN NO EVENT SHALL LOGICALLY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER, SOFTWARE PUBLISHER, OR SOFTWARE MANUFACTURER WHO FURNISHES SERVICES IN CONNECTION WITH THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF OR ANY WARRANTY CLAIM, EVEN IF LOGICALLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOGICALLY'S TOTAL LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE LESSER OF THE TOTAL OF THE AMOUNTS PAID TO LOGICALLY HEREUNDER BY CUSTOMER OVER THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM OR TENTHOUSAND DOLLARS (\$10,000).
 - (b) IN NO EVENT SHALL LOGICALLY ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER, SOFTWARE PUBLISHER, OR SOFTWARE MANUFACTURER WHO FURNISHES SERVICES IN CONNECTION WITH THIS AGREEMENT BE LIABLE FOR (a) ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY ANTI-VIRUS SOFTWARE, ONLINE BACKUP SERVICE, BACKUP SOFTWARE, FIREWALLS, OR OTHER SECURITY-RELATED SOFTWARE OR HARDWARE; (b) ANY DAMAGES RESULTING FROM OR RELATED TO ANY VULNERABILITY IN CUSTOMER'S COMPUTER SYSTEM, INCLUDING AS A RESULT OF HACKING BY A THIRD PARTY; (c) ANY LOSS OF, OR DAMAGE TO, ANY OF CUSTOMER'S RECORDS OR DATA; OR (d) FAILURE OF AIR-CONDITIONING, HUMIDITY CONTROL, AND ELECTRICAL POWER; PROVIDED THIS SENTENCE SHALL NOT LIMIT LOGICALLY'S LIABILITY TO THE EXTENT THAT SUCH FAILURE OR LOSS IS CAUSED BY AN ACT OR OMISSION OF LOGICALLY THAT CONSTITUTES A BREACH BY LOGICALLY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OF ITS WARRANTIES UNDER SECTION 16.
 - (c) NO ACTION WHATSOEVER ARISING OUT OF THE TRANSACTIONS OR SERVICES RELATED TO OR UNDER THIS AGREEMENT OR ANY ORDER FORM MAY BE INITIATED BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUED, EXCEPT FOR PAYMENTS OWED HEREUNDER.

³ In the event Customer reduces Services prior to/at the time of termination and its monthly recurring Service obligation is reduced below the amount contemplated in the Work Order, the dollar value of the recurring Services found in the Work Order shall be the amount used for the purpose of the acceleration calculation.

- (d) NO ACTION WHATSOEVER MAY ARISE OUT OF THE TRANSACTIONS, THE AGREEMENT, OR SERVICES AGAINST ANY SOFTWARE MANUFACTURER OR ITS AFFILIATES OR SUBSIDIARIES.
- (E) INFORMATION SECURITY THREATS ARE CONTINUALLY CHANGING, WITH NEW VULNERABILITIES DISCOVERED ON A DAILY BASIS. LOGICALLY MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES, OR LEGAL CERTIFICATIONS RELATED TO IDENTIFICATION OF SUCH VULNERABILITIES. IF PROVIDED AS PART OF THE SERVICES, CUSTOMER ACKNOWLEDGES THAT VULNERABILITY TESTING DOES NOT PROTECT AGAINST PERSONAL OR BUSINESS LOSS. LOGICALLY OFFERS NO REPRESENTATION, WARRANTIES, GUARANTEES OR LEGAL CERTIFICATIONS CONCERNING THE APPLICATIONS OR SYSTEMS IT TESTS. LOGICALLY DOES NOT WARRANT THAT THE RESOURCES TESTED ARE SUITABLE TO TASK, FREE OF OTHER DEFECTS, FULLY COMPLIANT WITH ANY INDUSTRY STANDARDS, OR FULLY COMPATIBLE WITH ANY OPERATING SYSTEM, HARDWARE, OR OTHER APPLICATION. ANY VULNERABILITY TESTING PERFORMED BY LOGICALLY WILL BE ON CUSTOMER SYSTEMS ACCESSIBLE AT THE TIME OF TESTING.
- (F) NO COMPUTER NETWORK OR SYSTEM CAN BE MADE ENTIRELY SAFE OR BE COMPLETELY PROTECTED, AND THE COST AND EXPENSE OF SAFEGUARDING DATA AND PROTECTING A SYSTEM CAN INCREASE EXPONENTIALLY AS EACH LAYER OF PROTECTION IS ADDED. ADDITIONALLY, SOME PROTECTIVE FEATURES CAN HAVE A NEGATIVE EFFECT ON THE FUNCTION AND USE OF A SYSTEM. THEREFORE, LOGICALLY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR SOFTWARE MANUFACTURER WHO FURNISHES SERVICES IN CONNECTION WITH THIS AGREEMENT SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE FAILURE OR MALFUNCTION OF CUSTOMER'S SYSTEMS OR ANY OTHER SOFTWARE, GOODS, OR SERVICES PROVIDED BY LOGICALLY TO CUSTOMER.

21. Indemnification.

- (a) Customer hereby agrees to indemnify, hold harmless, and defend Logically its affiliates and its and their respective shareholders, members, managers, directors, officers, employees, agents, and other representatives and service providers who furnish services to Customer in connection with this Agreement ("Logically Indemnified Parties"), from and against any and all claims, losses, damages, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered, incurred by or asserted by or on behalf of Customer or any third party, as a result of, or that arise out of, in connection with, or related to the Customer Materials or the infringement of any third parties' trade secret, trademark, copyright, or patent rights by Customer, its affiliates, and representatives.
- (b) Without limiting the foregoing, Customer agrees to indemnify and hold Logically Indemnified Parties harmless against and from any and all claims, losses, damages, fines, penalties, liabilities, costs and expenses (including without limitation reasonable attorney's fees) which are incurred or asserted as the result of:
 - i. Customer's unauthorized or unlawful manufacture, copying, reproduction, distribution, installation, access, modification or use of any Service or Software Products (including without limitation any piracy or counterfeiting of software or other infringement of or interference with the Software Publisher's intellectual property rights),
 - ii. Customer's failure to stop using, return or comply with other instructions concerning the Software Products following notice from the Software Publisher or Logically that the Software Products in question may be the subject of an infringement claim,
 - iii. Customer's violation of Software Publisher's End User License Terms or any other Software Publisher's terms of use,
 - iv. Logically's use, access, or modifications of any software that Customer requested Logically use, access, or modify as part of the Services,
 - v. Customer's use, access, or modifications of any software that Customer uses, accesses, or modifies as part of the Services, or
 - vi. Any claim related to any Software Products licensing and/or any Software Products licensing compliance.

Customer agrees to pay any judgments or settlements based on any such claims related to its use of any Software Products.

22. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from a Force Majeure Event. The Party who has suffered or been so affected by a Force Majeure Event shall give notice to the other Party within five (5) business days of the Force Majeure Event and the impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Upon receipt of such notice, all obligations under the Agreement (excepting payment) shall be immediately suspended. Delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such events and any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event. For the avoidance of doubt, a Force Majeure Event shall not apply to or extend Customer's obligation to pay for the Services.
23. **Relationship of the Parties.** The relationship created hereunder between the Parties shall be solely that of independent contractors. No representations or assertions shall be made or actions taken that could imply or establish any agency, fiduciary, joint venture, partnership, employment, or other relationship between the Parties with respect to the subject matter of the Agreement. Logically reserves the right to subcontract with individuals and businesses.
24. **Assignment.** Customer may not assign any rights under the Agreement without the written consent of Logically. If Logically does consent to an assignment, Logically charges a \$250.00 administrative fee. Logically may assign the Agreement or any related documents at any time without notice. Such assignment by Logically shall not invalidate or render void any contract between Logically and Customer. The Agreement, and all provisions thereof, shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. Any attempted assignment in violation of the foregoing restrictions shall be void and a material breach of the Agreement that cannot be cured by notice.

25. **General Provisions.**

- (a) **Notices.** All notices, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by e-mail, by United States mail, certified, or registered with return receipt requested, or by a nationally recognized overnight courier service, or otherwise actually delivered. All notices from Customer to Logically must be provided as follows:

LOGICALLY
Attn: Joshua Skeens, CEO
5747 Perimeter Dr.
Suite 110
Dublin, OH 43017

Logically's notice to Customer under this Agreement will be provided via email to the person designated in the initial Order Form as the Customer contact, or at such other address as may have been agreed upon in writing between the Parties. Any such notice, demand or communication shall be deemed given on the date given, if delivered in person, e-mailed, or faxed or otherwise actually delivered, on the date received, if given by registered or certified mail, return receipt requested or given by overnight delivery service, or three (3) days after the date mailed, if otherwise given by first class mail, postage prepaid.

(b) **Entire Agreement.**

- i. The Order Form, the Terms and Conditions found therein, the MSA, and any written addendum(s) signed by both parties (if applicable), constitute the entire understanding of the

Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matterhereof. In the event of any inconsistent or conflicting term, the order of precedence shall be Addendum(s) (if applicable) the Master Services Agreement, the Terms and Conditions, and the Order Form,

- ii. THE MASTER SERVICES AGREEMENT CAN BE AMENDED AT ANY TIME BY LOGICALLY IN ITS SOLE AND ABSOLUTE DISCRETION. No written or oral statement, advertisement, or service description not expressly contained in the MSA, as amended from time to time, shall be used to contradict, or supplement them. Neither Customer nor Logically is relying on any statements, promises, or representations by the other party or any other person which are not included in the Agreement. The parties specifically disclaim any responsibility for any such statements, promises or representations. By entering the Agreement, Customer acknowledges that it has not relied upon such statements, promises or representations, if any, and waives any rights or claims arising from any such statements, promises, or representations.
- iii. Customer represents that it has carefully reviewed the Agreement and fully understands it. Customer further represents that its agent has the full authority to execute the Order Form on behalf of Customer, as if executed "in person" in Dublin, Ohio and that the Agreement constitutes the legal, valid and binding obligation of the Customer, fully enforceable against the Customer in accordance with these terms.

(c) Counterparts. The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement and of signature pages by facsimile or .PDF transmission shall constitute effective execution and delivery of the Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .PDF shall be deemed to be their original signatures for all purposes.

(d) Interpretation. The Agreement shall not be construed against any Party, and no consideration shall be given or presumption made, on the basis of which Party drafted this Agreement, or any particular provision hereof, or supplied the form of Agreement. The Parties expressly represent and warrant that before executing the Order Form incorporating this MSA, each has had the opportunity to seek and has obtained the advice of counsel, acted voluntarily and of its own free will in executing same, and the Agreement is the result of arm's length negotiations conducted by and among the parties.

(e) Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflicts of law 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 Ohio. The parties hereby agree that any suit, action, or proceeding arising out of, or based upon, any claim arising under or relating to the Agreement shall be instituted in the federal courts of the United States of America located in the Southern District of Ohio, Eastern Division, or the courts of the State of Ohio, located in Franklin County, Ohio, and each party waives any objection to the personal or subject matter jurisdiction of such courts or to the laying of venue and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

CUSTOMER AND LOGICALLY ACKNOWLEDGE AND AGREE THAT THIS SECTION WAIVES ANY RIGHT TO A JURY TRIAL OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION BY CUSTOMER ARISING OUT OF THE AGREEMENT, PROVISION OF LOGICALLY SERVICES, OR EQUIPMENT OR SOFTWARE LICENSED OR SOLD BY LOGICALLY. IF A COURT OR ARBITRATOR DETERMINES THAT CUSTOMER'S WAIVER OF A JURY TRIAL OR THE ABILITY TO PURSUE CLASS OR REPRESENTATIVE CLAIMS IS UNENFORCEABLE, ANY DISPUTE WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT.

(f) Severability. If any provision of the Agreement is declared invalid by any tribunal, then such provision shall be deemed automatically modified to conform to the requirements for validity as declared at such time,

and as so modified, shall be deemed a provision of the Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from the Agreement as though the provision had never been included herein. In either case, the remaining provisions of the Agreement shall remain in effect.

(g) **Modification; Waiver.** This Master Services Agreement may be amended from time to time by Logically. Any changes or amendments to the Master Services Agreement will become binding upon Customer when posted to the respective web address. Except as otherwise specifically set forth herein, the Agreement may not be modified, terminated, rescinded, discharged, or canceled, nor may any provision be waived without the prior written consent of the party or parties against whom such modification, termination, rescission, discharge, cancellation, or waiver is or may be asserted. No delay or omission by any party to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver of any provision of this Agreement on any occasion shall not constitute a waiver of such provision on any succeeding occasion.

ADDITIONAL CONTRACTUAL PROVISIONS

ADDITIONAL CONTRACTUAL PROVISIONS REGARDING CLOUD SERVICES

In addition to all preceding terms and conditions, for those Customers that have purchased Cloud Services, the following contractual provisions apply:

26. **Data Center Controls and Physical Access.** The Logically cloud infrastructure used to provide the Services will be located in a controlled access data center operated by Logically or a Logically affiliated entity. Access to the datacenter is restricted to Logically employees or agents who need access for the purpose of providing the services. All Logically Datacenters are SOC2 compliant and maintain current industry standards regarding security, availability and monitoring. The data centers have connectivity provided by multiple providers with automatic failover capabilities. The network is secured with high-end redundant, automatic failover firewalls. Fire suppression, automatic backup power, and environmental control are provided. The data centers have full physical security, including security cameras and key card access. Entrance to the data center will be by authorized personnel with the appropriate access control tokens such as proximity-based access cards, FOB's or biometric scanners such as fingerprints or retina scanning.
27. **Reports of and Response to Security Breach.** Logically will report to Customer any unauthorized access resulting in the release of unsecured Customer information of which it becomes aware. Upon request, Logically will promptly provide Customer with available information and documentation in connection with any such event.
28. **Cloud Services Service Level Agreement.**
 - (a) This Cloud Services Service Level Agreement ("SLA") applies to Logically Cloud Services provisioned by Logically pursuant to a Work Order and does not apply to other Services or any on-premises software that is part of any Service.
 - (b) Logically will not modify the terms of this SLA during the initial Term of the Agreement; however, at time of renewal (if any), the version of this SLA that is current at that time shall apply to the renewal Term.
 - (c) All primary cloud hosting services detailed in the Agreement shall be available 99.9% of the time. Customer's exclusive remedy under this guarantee is that Logically shall provide a 100% credit to Customer's account for the duration of any outage if the cause of any service interruption is traced to Logically and the interruption exceeds 525.6 minutes (less than 99.9% annual uptime). Availability shall be measured in yearly increments with the measurement period beginning on the Effective Date of the Agreement. Customer may request credit for outages by emailing AR@logically.com. Credit must be requested within seven (7) days of the applicable outage to be eligible.
 - (d) For the purpose of this SLA, primary cloud hosting services are considered "available" if users are able to log into the service, log into the cloud Systems, access applications on the Cloud Systems, or access the systems as designed. Pre-scheduled maintenance periods are expressly excluded from any availability calculation.
 - (e) Limitations – This SLA and any applicable Service Levels do not apply to any performance or availability issues:
 - i. Arising out of or related to factors outside Logically's reasonable control (including but not limited to a Force Majeure Event(s) or a network or device failure external to designated data centers, including at Customer's site or between Customer's site and a designated data center);
 - ii. That result from the use of services, hardware, or software not provided by Logically, including, but not limited to, issues resulting from inadequate bandwidth or related to third party

software or services;

- iii. Caused by Customer's or any agent of Customer's use of a service after Logically advised in favor of modifying the use or, or ending, the service, if Customer or Customer's agent did not adopt Logically's recommendation;
- iv. That result from Customer or Customer's agent's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to Logically's network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate and/or recommended security practices; or
- v. That result from Customer's failure to adhere to any required configurations, use supported platforms, follow any policies or acceptable use, or Customer's use of the Services in a manner inconsistent with the features and functionality of the Services (for example, attempts to perform operations that are not supported) or inconsistent with Logically's published guidance.

ADDITIONAL CONTRACTUAL PROVISIONS REGARDING SECURITY MANAGEMENT SERVICES

In addition to all preceding terms and conditions, for those Customers that have purchased Security Management Services and/or Cerdant Services, the following contractual provisions apply:

31. **Testing Authorization and Release.** Customer expressly grants Logically permission to scan Customer's IT equipment in an effort to find and identify vulnerabilities during the Term of the Agreement. Customer is solely responsible for obtaining authorization from all third parties who own, control, and/or license information processing resources, including the domain(s) to be scanned or tested. Customer shall promptly notify Logically if Customer (or the authorizing third party) changes the domain to be tested during any active Logically security scan or test.
32. CUSTOMER UNDERSTANDS THAT INFORMATION SECURITY TESTING IS A HIGH-RISK ACTIVITY, AND THAT CONSEQUENCES OF SUCH TESTING MAY INCLUDE (A) ACCESS BY LOGICALLY TO CUSTOMER AND THIRD-PARTY DATA, INCLUDING CONFIDENTIAL AND PROPRIETARY INFORMATION; (B) DESTRUCTION OF CUSTOMER OR THIRD-PARTY DATA; (C) MODIFICATION OR FORGERY OF CUSTOMER OR THIRD-PARTY DATA; AND (D) TEMPORARY OR PERMANENT DENIAL OF SERVICE TO LEGITIMATE USERS OF CUSTOMER OR THIRD-PARTY INFORMATION PROCESSING RESOURCES. NETWORK TRAFFIC MAY BE REDIRECTED BY COMPUTERS AND APPLICATIONS IN A TESTING DOMAIN NOT UNDER THE CONTROL OF OR DETECTABLE BY LOGICALLY. LOGICALLY DOES NOT WARRANT, PROMISE, OR GUARANTEE THAT LOGICALLY WILL ACCESS AND TEST INFORMATION PROCESSING RESOURCES OR DOMAINS OWNED OR CONTROLLED ONLY BY CUSTOMER AND ANY AUTHORIZING THIRD PARTIES.
33. **Websites and Customer Portals.** Logically and its affiliates Websites and customer portals, including but not limited to www.mycerdant.com are for the use and benefit of Customer, and its use is subject to the Agreement. Customer is responsible for updating Customer's information on all applicable Logically websites and portals so that the users receiving information from Logically are authorized by Customer to receive and respond to same.
34. **Ransom Remediation Protection.** (Applicable for SecureCare and/or SentryXDR Customers). The following sections govern Customer's access to benefits available pursuant to the Ransom Remediation Protection Program (the "Program") associated with the Agreement:
 - a. **Additional Definitions (applicable to Security Management Services Section only).**
 - i. **"BEC Event"** means a business email compromise (BEC) that results in funds transfer or invoice fraud.
 - ii. **"Benefit End Date"** means the last day of the Enrollment Term as set forth on the Logically Program Enrollment Confirmation.
 - iii. **"Benefit Start Date"** means the first day of the Enrollment Term as set forth on the Logically Program Enrollment Confirmation.
 - iv. **"Business Income Event"** means a Security Breach.
 - v. **"Compliance Event"** means a cyber breach that triggers HIPAA, PCI, OSHA, and/or state related violations including, but not limited to data loss, sanctioned non-compliance penalty or fine, or other related expenses.
 - vi. **"Cyber Legal Liability Event"** means a lawsuit arising out of a breach of privacy and/or security related to a cyberattack, loss or misuse of data, or media peril related to content on Customer's website where legal defense expenses and settlement costs are incurred.
 - vii. **"Enrollment Confirmation"** means the email issued by Logically to Customer confirming Customer's enrollment in the Program and establishing the Benefit Start Date and Benefit End Date.
 - viii. **"Enrollment Term"** means the period within which Customer may receive benefits and protection of the Program.
 - ix. **"Event"** means a Ransomware Event, BEC Event, Business Income Event, Compliance Event and/or Cyber Legal Liability Event that is confirmed by Logically and accepted by Logically's third-party Provider (including an insurance carrier) as being covered under Logically's policy or other coverage arrangements. No circumstances affecting Customer not approved and accepted by Logically and its chosen Provider shall be deemed to constitute an "Event" and trigger Program protection benefits. For avoidance of doubt, in the event that Logically's Provider does NOT approve a claim based on facts or

circumstances that Customer and/or Logically believe to be an Event, Logically will not be responsible for providing any listed Program services.

- x. **“Provider”** means any third-party with which Logically has contracted to underwrite cost reimbursement or payments to Logically in rendering services to Customer under the Program.
- xi. **“Ransomware Event”** means the unauthorized access to at least one Customer endpoint in the form of ransomware which has caused material harm to Customer, whereby “material harm” must include at least one of the following: (i) the unauthorized acquisition of unencrypted digital data that compromises the security, confidentiality, or integrity of personal information or confidential information maintained by Company; (ii) public disclosure of personal information or confidential information maintained by Customer; or (iii) the compromise of at least one Customer endpoint resulting the blocking of access to such endpoint.
- xii. **“Recovery Services”** means the services rendered by Logically to support the repair, remediation, and/or replacement of Customer’s environment in which damage was incurred as a result of an Event, including, but not limited to, removing and remediating those elements that caused the Event, and for which Logically is compensated by Provider.
- xiii. **“Security Breach”** means the malicious, intentional, and willful misuse of a Participant’s computer system to deny legitimate users’ access to their network that results in the loss of business income (net profit or loss before income taxes) which would have been earned or incurred had no loss occurred, and/or any reasonable, continuing, and normal operating expenses that were affected by the incident, as calculated in the reasonable discretion of Provider Solutions.

b. Program Benefits and Administration.

- i. **Benefit Start Date.** Customer’s Enrollment Term will begin on the date of first recurring invoice for, and pertaining to, security Services in this agreement.
- ii. **Benefit End Date.** Unless otherwise terminated as provided herein, Customer’s Enrollment Term will automatically terminate on termination of the Agreement.
- iii. **Claims.** During the Enrollment Term, Customer may submit a claim under the Program by notifying Logically’s help desk with associated Account Manager in copy. All claims must be submitted within 24 hours of Customer having knowledge the incident or circumstances underlying the claim. The claim by Customer must specify that one of the Events has occurred during the Enrollment Term: A Ransomware Event; BEC Event; Compliance Event; Cyber Legal Liability Event; and/or Business Income Event.
- iv. **Event Confirmation.** Should an Event occur, and provided an exclusion set forth below does not apply, Logically will provide Customer with Recovery Services, subject to the following: (i) Customer may only make one (1) claim during a 12-month period; and (ii) Logically remaining the exclusive service provider engaged to render the Recovery Services.
- v. **Recovery Services Program Benefits and Limits.** Program coverage limits related to the Recovery Services to be rendered by Logically are as follows: \$100,000 of Ransomware Event protection; \$100,000 of Compliance Event protection; \$50,000 of Business Income Event protection; \$250,000 of Cyber Legal Liability protection (client must first exhaust any other applicable service guarantee or protections available). Logically expressly reserves the right to modify protection limits and associated fees based on Provider changes. Logically shall be reimbursed directly by its Provider in rendering Recovery Services under the Program.
- vi. **Recovery Service Exclusions.** Recovery Services may be restricted to the country in which Customer subscribed to the Program. Recovery Services will not be provided if any one or more of the following conditions occur specific to the nature of the loss: (i) Customer fails to take commercially reasonable measures to undertake preventative maintenance, including patching that is up to date per the software manufacturer’s release cycle; (ii) Customer fails to deploy an offline data backup solution for critical business data; (iii) Customer fails to deploy industry standard and up-to-date anti-virus or comparable prevention tools on its endpoints; (iv) Customer does not have Logically’s security services actively deployed in the Customer’s environment in which the Event occurred; (v) Customer’s Services Agreement with Logically has terminated or expired; (vi) Customer is unable to provide proof of the Event or cannot verify the Event through log/event data; (vii) There is a systemic failure of Customer’s infrastructure that results in an Event; (viii) The Event did not occur during the Enrollment Term; (ix)



Customer does not submit a claim during the Enrollment Term; and (x) If Customer is regulated under HIPAA/PCI/SEC: Customer has not completed an annual risk assessment and documented risks; PHI Inventory has not been fully completed and accounted for prior to an incident and claim; Subject to Customer's standard historical employment practices related to HIPAA training for new employees, all of Customer's employees have not completed HIPAA training within the 12 months prior to any incident and claim; and/or Customer has not adopted and adhered to all privacy and security policies related to the state and/or other federal regulatory requirements to which Customer is subject prior to any Event.

ADDITIONAL CONTRACTUAL PROVISIONS REGARDING MANAGED BACKUP

In addition to all preceding terms and conditions, for those Customers that have purchased Security Management Services and/or Cerdant Services, the following contractual provisions apply:

35. **Included Servers.** Included Servers are listed in the Order Form at Schedule 1. Servers not included in the Order Form (or quarterly update, as provided for herein) are not covered under the Agreement. Servers may be added or substituted from time to time as agreed upon by the parties; in the event included Servers are added or substituted and/or Schedule 1 is modified, Logically will provide Customer with a quarterly, or in any event not less than annual, written notification ("Quarterly Update") via email, ticket, invoice, and/or other form that provides a list of the then current Servers covered by the Agreement.⁴ If Servers are added and/or substituted, the monthly service fee will be adjusted accordingly to reflect the addition of any new Servers. **Servers running an outdated operating system (OS) that is no longer supported by the manufacturer Requirements will be excluded from coverage under the Agreement.**
36. **Description of Services Provided.** Logically offers the following Backup Services, which are included in the Agreement if expressly referenced in the Order Form:
 - a. **File only Backup** - Direct to cloud file/folder level backups are provided using this service. Data is sent to a secure public cloud managed by Logically. Onsite storage is not provided but can be leveraged per client needs. Onsite and offsite Virtualization are not available in this solution. This solution does not provide a timely recovery time objective in the event of a disaster and should not be considered a business class disaster recovery solution.
 - b. **Cloud Backup** - Automated daily snapshots back up your SaaS provider (Microsoft365, Google Workspace, Salesforce) to a Logically managed backup cloud provider daily. Backup data will be stored for a minimum of one year.
 - c. **Logically Managed Backup** - Logically managed backup solution includes an onsite Network Attached Storage (NAS) unit that provides local backup of data, and may provide onsite Server virtualization recovery capabilities, as well as Secure off-site cloud storage and disaster recovery.
37. **Logically Managed Backup Solution.** The level(s) of backup protection to be provided under the Logically Managed Backup Solution, if any, are included in the Order Form and incorporated into the Agreement. Customers can run production workloads out of the cloud hosted backup virtualization for a period of 30 days with no additional charges. Customer may opt to run for additional long- or short-term periods, additional charges will apply and technical changes requiring downtime may be required.
38. **Data Security.** All data is encrypted using current industry standards both in transit over the Internet and at rest when stored on the onsite appliance, in the cloud or if external hard drives are used for the initial data transfer to the offsite location.
39. **Data Transport.** The Recovery Points and Recovery Times available from offsite storage are dependent on client's available internet bandwidth. High speed business class internet connections are required. As such, Logically makes no representations or warranties regarding recovery times.
40. **Ownership of the Data.** Backup data stored on the NAS and Data Center(s) remains the sole property of Customer. In the event Services are terminated, Logically may assist Customer in the orderly termination of services including deletion of all backup data, as provided for herein. If Customer chooses to keep their backup data additional charges will apply for the labor and hardware required. Additional software licenses may also be required to access data

⁴ In the event included Servers are added or substituted and/or Schedule 1 is modified, the Quarterly Update shall take precedence over Schedule 1 for identifying covered/included Servers for the operative time periods.

from the encrypted backups; Customer will be solely responsible for the purchase of those software licenses.

41. **Off-site Data Centers and Cloud Storage.** Customer offsite data will be stored in an encrypted form at a Logically controlled datacenter or public cloud service provider. All Datacenters and Cloud storage facilities will maintain current industry standards for security and availability. Private datacenter hosting options are available at an additional cost.
42. **Included Services.** The following Services are included in the monthly recurring costs under the Agreement:
 - a. **Labor**
 - i. Installation:
 1. Managed backup software on Server(s) defined in Schedule 1 of the Order Form, or in the event Servers are added or substituted, the Server(s) identified in writing via the quarterly update process.
 2. Installation and technical configuration of Backup Device.
 3. Configuration of continuous off-site backup replication.
 - ii. Reasonable labor associated with maintaining the onsite device hardware, resolving backup failures and keeping the backup system running during business hours.
 - iii. Evaluation of bandwidth requirements for keeping current server data off-site.
 - b. **Onsite Backup**
 - i. Back up of the operating system, files, and databases from server(s) defined in Schedule 1 of the Order Form (or in the event Servers are added or substituted, the Server(s) identified in writing via the quarterly update process) to the local backup device.
 - c. **Offsite Backup**
 - i. Backup Data will be sent offsite to the specified datacenter or cloud service provider as frequently as available bandwidth allows.
 - d. **Backup Monitoring (24/7)**
 - i. Alert on backup warnings and errors.
43. **Excluded Services.** Any labor not specifically included in Section 42 will incur either additional charge fee.

Last Updated October 2023