

# SERVICE ATTACHMENT FOR CLOUD SERVICES

This Service Attachment is between Parker Data & Voice, LLC, a Texas company (sometimes referred to as "we," "us," "our," OR "Provider"), and the Client found on the applicable Order (sometimes referred to as "you," "your," OR "Client") and, together with the Order and relevant Service Attachments forms the Agreement between the parties.

The parties further agree as follows:

## LICENSE TO ACCESS SERVICES | RESTRICTIONS

### License

Provider will provide, install and support the third-party cloud or software-as-a-service vendors listed on the Order, including but not limited to Microsoft. Client designates Provider as its agent to provide the Service to Client, and to enter into any third-party relationship to provide the Service to Client. Use of this software is subject to the applicable third-party cloud or software-as-a-service vendor's agreement regarding terms of use, which Client and Provider agree has been provided by Provider to Client. Client agrees to be bound by any applicable third-party cloud or software-as-a-service vendor's agreements regarding terms or use or end user licensing, and Client understands that any applicable agreement regarding terms of user or end user licensing is subject to change by any third-party vendor or software-as-a-service provider without notice.

Provider will provide and install anti-virus software of Provider's choosing for each Device covered by this Attachment. While Provider will make reasonable effort to ensure Client Devices and Client's network are safe from viruses, malware, bugs, hacking, phishing schemes or defective or malicious files, programs or links ("Harmful Content"), of any kind whether now known or hereinafter invented, Provider does not guarantee that Client computers or network cannot be infected by Harmful Content. Where this does happen, Provider will provide commercially reasonable Services to mitigate the Harmful Content. Additional Services will be available upon mutual agreement of the parties.

Provider will install remote access and remote monitoring and management software on Client's Devices possibly other equipment at Client's office. Client grants permission to Provider to install any remote access or remote monitoring and management software deemed necessary by Provider.

### Software

All software used by Client or installed on Client's equipment must be genuine, licensed and vendor supported. Client agrees to provide proof of such licensing upon request. Client agrees to pay any additional fees, whether those fees are to provider or a third-party vendor, to meet minimum system requirements, maintain licensed status, maintain third-party vendor support, and maintain third-party maintenance.

### User Credentials

In connection with such access, we or any third-party service provider may issue user credentials allowing your users to access the Services. All user credentials are Provider Confidential Information, as defined in the Master Services Agreement. You shall not share Provider user credentials with any third party without our prior written consent. User credentials may be distributed to authorized employees to access the Services, but no credentials may be transferred to or shared with a third party without our written approval. We reserve the right to require that you change your users'

passwords at any time, with reasonable notice. All user credentials will automatically expire at the end of the Term.

### Restrictions

As between the parties, Provider retains all right, title and interest in and to the Services and their various components, along with all intellectual property rights associated therewith. Other than as expressly set forth in this Service Attachment, no license or other rights in or to the Services are granted to you, and all such licenses and rights are hereby expressly reserved. In addition, you shall not:

- Modify, copy or create derivative works based on the Services or on any Provider Materials;
- Create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on your own intranet(s) or otherwise for your own internal business purposes;
- Distribute or allow others to distribute any copies of any Provider Materials or any part thereof to any third party;
- Rent, sell, lease or otherwise provide any third party with access to the Services or to any Provider Materials, or to any copy or part thereof, or use the Services or any Provider Materials for the benefit of a third party; or
- Remove, modify or obscure any copyright, trademark or other proprietary-rights notices that are contained in or on any Provider Materials.
- Reverse engineer, decompile, or disassemble the Provider Materials, except to the extent that such activity is expressly permitted by applicable law.

For purposes of this Service Attachment, "Provider Materials" means any text, graphical content, techniques, methods, designs, software, hardware, source code, data (including Reference Data), passwords, APIs, documentation or any improvement or upgrade thereto, that is used by or on our behalf to provide the Services.

### Third-Party Providers

Some components of the Services or the Provider Materials may be provided through or licensed from third parties, including but not limited to third-party software, products or services ("Third-Party Materials"). Your use of all such Third-Party Materials is subject to the terms of this Service Attachment. Provider, and not those third parties, will provide any and all technical support related to the Services, including support related to those third-party components. However, under certain circumstances, pursuant to the terms of applicable third-party license or services agreements, Provider may be obligated to provide certain information to those third parties regarding the Services and/or regarding your identity. You consent to such disclosures. Where practicable, Provider will make available to Client, for Client's review, links to or copies of license agreements relating to Third Party Materials, including their warranties and restrictions. Client understands and agrees that it may contract directly with such third parties to receive their respective Third-Party Materials, and hereby authorizes Provider to accept such license terms on Client's behalf. Client understands and agrees that Third-Party Materials will be warranted only by the third-party provider and

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only as and to the extent set forth in such provider's license agreement, and that Provider will not be responsible, and makes no warranty, with respect to Third-Party Materials. Furthermore, Provider accepts no responsibility for service failures, data loss, service interruption, third-party service providers, or Third-Party Materials.

Third-party software publishers, including but not limited to, Microsoft will be intended third party beneficiaries of the Agreement, with the right to enforce provisions of the Agreement and to verify compliance. If any third-party software publisher believes in good faith that Client is not complying with its end-user terms and conditions ("End-User License"), Provider will cooperate in good faith with the third-party publisher to investigate and remedy the non-compliance.

Within thirty (30) days of the termination of this Agreement, Provider shall remove, or cause to be removed, all copies of Client's Services and/or Provider Materials from the Client's devices, or otherwise render the software, the Services and/or the Provider Materials permanently unusable. Furthermore, Provider shall require that Client return or destroy all copies of the software, the Services and/or the Provider Materials that it received. Client shall reasonably cooperate and assist, as needed, with all such activities.

## No High-Risk Use

You acknowledge that the Services are not fault-tolerant and are not guaranteed to be error-free or to operate uninterrupted. You shall not use the Services in any application or situation where the Services' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Services for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. Client agrees to indemnify and hold harmless Provider from any third-party claim arising out of Client's use of the Services in connection with any High-Risk Use.

## No Illegal Use

Client shall not use the Services in any application or situation where the Services would be used for any illegal manner, for any unlawful purpose, or to violate the rights of others.

## Restorable Backup

Prior to installation, or accessing, or using any software-solution and other information technology services specified on an applicable Order during the Term, Client shall create a full, complete, and restorable electronic backup of all systems which might be affected, in whole or in part, by the installation and/or maintenance of any software-solution and other information technology services specified on an applicable Order during the Term. Client shall, and does hereby, hold Provider harmless in the event of any damage to any system and applications software.

## Support Services

In connection with the Services that are within the scope of this Service Attachment, we will provide to your designated administrator(s), technical contacts or users (1) management of the Services by individuals trained in the Services you have selected, and (2) phone and e-mail support 24 hours per day, 7 days per week, 365 days per year.

## PROVIDER OBLIGATIONS AND WARRANTY

In addition to delivery of the Services, Provider accepts the following obligations under this Service Attachment:

### Data Security and Privacy

In addition to its other confidentiality obligations under this Service Attachment, Provider shall not use, edit or disclose to any party other than Client any electronic data or information stored by Provider, or transmitted to Provider, using the Services ("Client Data"). Provider further shall maintain the security and integrity of any Client Data under Provider's direct control, in accordance with any parameters described in this Service Attachment.

As between Provider and Client, all Client Data is owned exclusively by Client. Client Data constitutes Confidential Information subject to the terms of the MSA. Provider may access Client's User accounts, including Client Data, solely to respond to service or technical problems or otherwise at Client's request.

### Maintenance Windows

Unless otherwise agreed, daily maintenance windows will be from 8:00 AM to 5:00 PM (U.S. Local 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.

### Warranty

We warrant that the Services will be performed in a professional and workmanlike manner.

HOWEVER, WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF YOUR PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. WE HAVE NO OBLIGATION TO PROVIDE SECURITY OTHER THAN AS STATED IN THIS SERVICE ATTACHMENT.

IN ADDITION, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT CONVEYS NO WARRANTIES, EXPRESS OR IMPLIED, BY ANY THIRD-PARTY VENDORS OF SOFTWARE PRODUCTS MADE AVAILABLE TO CUSTOMER BY PROVIDER AND THAT THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

## ACCEPTABLE USE AND LIABILITY

### Acceptable Use

Client shall comply with all policies for acceptable use of the Services, as described in the attached 'Acceptable Use Policy'. Provider's policies for acceptable use of the Services are incorporated as a part of this Service Attachment. Provider reserves the right at any time to modify the policies, at which time the modified acceptable use policies will supersede and replace in their entirety any prior acceptable use policies.

### Client Liability

You are solely responsible for damages resulting from your violation of this Service Attachment, and those damages will be subject to the obligations of indemnification set forth in the Master Services

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Agreement. Our hosting of any software solution Services, or Client Data does not relieve you of your responsibility or your obligation to indemnify us pursuant to the terms of the Master Services Agreement and this Service Attachment.

## SERVICE FEES

### Setup Fee

Prior to the delivery of the Services, Provider will charge a Setup Fee in order to deploy and configure the Services under this Service Attachment. Provider will identify the Setup Fee in an initial invoice, and Client shall pay the Setup Fee, as set forth in the MSA. Provider shall have no obligation to continue with the delivery of any Services under this Service Attachment until it receives payment for the Setup Fee.

### Service Fee

Provider monthly will conduct an inventory of the number of users, devices or networks connected or connecting to the Services, based on the Service units identified in the attached Order (the "Service Units").

If the number of Service Units determined by Provider in any month is greater than the number of Service Units determined at the beginning of the preceding month, Provider (1) will include in its next invoice charges for all Service Units added during the preceding month, and (2) will increase the number of Service Units invoiced in future months, unless and until Provider determines that the number of Service Units has decreased. Client shall pay Service Fees specified in the Fee Schedule for the number of Service Units identified in each invoice, as set forth in the MSA.

Under no circumstances during the Initial Term (defined below) may the total number of Service Units decrease to less than the number of Service Units indicated on the first month's invoice for Services. Provider's invoices will be based on at least that number, notwithstanding any actual decreases in those numbers. Client shall pay all such charges as set forth in the MSA.

### Adjustments to Service Fee Rates

In addition to any fee increase resulting from changes to the number of Service Units, at any time after the parties sign this Service Attachment, Provider may deliver an updated Fee Schedule identifying any new or modified Service Fee Rates that it will begin charging for any Services provided to Client under this Service Attachment. Provider shall give Client no less than thirty (30) days' notice of any such Fee Schedule updates. Following its receipt of such notice, if any rates previously charged under this Service Attachment will have increased more than 5% over the rates charged during the last 12 months, then Client may terminate this Service Attachment without incurring any additional charges or penalties, if any, that it ordinarily would incur for such termination.

## TERM AND TERMINATION

### Term

This Service Attachment is effective on the date specified on the Order (the "Service Start Date"). Unless properly terminated by either party, this agreement will remain in effect through the end of the term specified on the Order (the "Initial Term").

### Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON A ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM.

### Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, then we will deliver those Services on a month-to-month basis. We will continue to do so until one party provides written notice to the other party of its intent to terminate those Services, in which case we will cease delivering those Services at the end of the calendar month in which such written notice is received by the other party.

### Early Termination by Client with Cause

Client may terminate this agreement for cause following sixty (60) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- We fail to fulfill in any material respect our obligations under this agreement and fail to cure such failure within thirty (30) days following our receipt of your written notice.
- We terminate or suspend our business operations (unless succeeded by a permitted assignee under this agreement)

### Early Termination by Client Without Cause

If you have satisfied all of your obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, you may terminate this Service Attachment without cause during the Initial Term upon sixty (60) days' advance, written notice, provided that you pay a termination fee equal to fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Initial Term, based on the prices identified on the Order.

You may terminate this Service Attachment without cause following the Initial Term during any Renewal term upon sixty (60) days' advance, written notice, without paying an early termination fee.

### Termination by Provider

We may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment for less than ninety (90) days for illegal Client conduct. Provider may suspend the Services upon ten (10) days if Client violates a third-parties end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days if Client's action or inaction hinder Provider from providing the contracted Services.

### Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Agreement, (ii) the Fees under any Project Services Attachment or Statement of Work for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then



Parker Data & Voice, LLC  
Technology For Your Business

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if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client shall pay Provider at our then prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to Services supplied by Provider. Provider will immediately uninstall any affected software from your Client's devices, and Client hereby consents to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to

maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.

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