



**SUPPLEMENT - CLIENT SERVICES  
TO THE  
MASTER SERVICE AGREEMENT**

This Supplement – Client Services to the Master Service Agreement (“Client Supplement”) is entered into effective as of the date set forth in the signature block (“Effective Date”) of the Client Service Order or written quote for purchase of Services (as defined below) and/or goods (collectively referred to herein as “Service Order”) by and between Xirtix Consulting, LLC (“Service Provider”) and the client identified and signing the Service Order (“Client”) for the provision of certain services (“Services”), as set forth therein, to Client by Service Provider and its Affiliates. Service Provider’s and Client’s “Affiliates” shall include, but is not limited to all of its parents, subsidiaries, direct and indirect parent entities, related entities, partners, members, managers, joint venturers, officers, directors, employees, agents, consultants, trustees, trustors, administrators, estates, representatives, beneficiaries, predecessors, successors, and assigns.

As used in this Client Supplement and in any document incorporated into the Client Supplement by reference, “Agreement” means the Master Service Agreement by and between the parties (“MSA”), its attachments, other documents referred to herein by reference, including, without limitation, the Service Order accepted by Service Provider pursuant to the terms hereof and any and all supplements. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Client Supplement and any of the provisions of the MSA, the provisions of the MSA shall govern.

- 1) Support and Support Escalation.** Service Provider will respond to Client’s service requests under the provisions of the Service Order and on commercially reasonable times after hours and/or on holidays. Service requests must be opened by email, phone, software agent or website to Service Provider’s Help Desk (“Help Desk”). Each call will be assigned a service request number for tracking. Communications will be directed to the individual opening the requests.
- 2) Service Outside Normal Working Hours.** Services performed outside of the hours of 8:00 am – 5:00 pm, Monday through Friday, excluding holidays, shall be subject to provisions of the Service Order.
- 3) Initiation of XCARE Support.** Client understands that Service Provider cannot properly provide Services until completing the onboarding process for Client. The onboarding process typically takes 3-4 weeks. During this onboarding process, Service Provider will provide Services to Client based upon a commercially reasonable basis. Service Provider will notify Client when Service Provider completes the onboarding process.
- 4) Additional Maintenance Services.**
  - a) *Hardware/System Support.* Service Provider shall provide support for all hardware and systems specified in the Service Order, provided that: (i) all hardware is currently covered under an active vendor support contract (“Vendor Support Contract”); (ii) replaceable parts are readily available; and (iii) all system software installed on the hardware is genuine software currently licensed to Client and such software is covered under an active Vendor Support Contract. Should any hardware or system software fail to meet these specifications, they will be excluded from the Client Supplement. Should third party vendor support be required in order to resolve the aforementioned issues and bring the systems into compliance, Service Provider shall obtain Client’s authorization prior to incurring charges for bringing systems into compliance and pass such charges on to the Client.
  - b) *Virus Recovery for Current, Licensed Antivirus Protected Systems.* Damages caused by, and recovery from, virus infection not detected and quarantined by the latest antivirus definitions are not covered under the terms of the Agreement. Virus recovery services are limited to those systems protected by Service Provider approved, vendor-supported antivirus solution currently licensed to Client and such software is covered under an active Vendor Support Contract. The Service Provider’s standard practice is to spend one (1) hour trying to resolve a virus issue. If the

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virus has not been removed in this period of time, Service Provider shall obtain Client's prior authorization and the Service Provider will wipe the machine and reinstall the licensed operating system and system applications.

- c) *Monitoring Services.* Network monitoring services will be provided 24 hours a day, 7 days a week. Service Provider currently does not maintain a 24-hour Network Operations Center and will respond to after hour automatic alerts on a commercially reasonable effort basis. Emergency Services that are called into us are responded to 24 hours a day, 7 days a week, in accordance with the Service Order. If emergency Services are not covered by the Service Order, emergency Services shall be billed in accordance with the rates set out in the Service Order. Should a problem be discovered during monitoring, Service Provider shall make commercially reasonable attempts to rectify the condition in a timely manner through remote means before making an on-site visit.

**5) Minimum Technology Standards.**

- a) *Minimum Standards Required for Services.* In order for Client's existing technology to qualify for Service Provider's Services, the following minimum standards (collectively "Minimum Standards") must be met:
- (1) All servers with Microsoft Windows Operating Systems must be running a current supported Microsoft Windows Operating System, and have the latest Microsoft Service Packs and Microsoft Critical Updates installed.
  - (2) All desktop personal computers and notebooks/laptops with Microsoft Windows Operating Systems must be running Microsoft Windows Operating System 7 or later, and have the latest Microsoft Service Packs and Microsoft Critical Updates installed.
  - (3) All server and personal computer software must be genuine and licensed by Client; and is covered under an active Vendor Support Contract.
  - (4) Client authorizes Service Provider to restrict user access to core business applications and prevent the use of unauthorized or non-business related applications. Such applications include but are not limited to instant messaging, peer-to-peer file sharing, internet browser toolbars, browser search add-on applications, social networking sites such as Facebook, iTunes, and proxy clients. Only approved desktop backgrounds and screen savers will be allowed on equipment managed by Service Provider. Service Provider may amend this list at any time as additional threats and vulnerabilities become known.
  - (5) Client is required to maintain minimum bandwidth as set out in Service Order. Service Provider reserves the right to require more bandwidth subject to change as business needs change.
- b) The costs required to bring Client's technology up to these Minimum Standards are not included in the Service Order and labor shall be charged at the rates set out in the Service Order.

**6) Workstations and Laptop Computers.**

- a) Client is requested to maintain at least one new spare machine on site of each type in order to provide rapid replacement and repair for end user workstations.
- b) Service Provider will move or rebuild a one (1) existing workstation or laptop computer under the terms of the Service Order.
- c) Moving or adding more than one new user/workstation or user/multiple workstations will be billed as a project and quoted to Client before implementation.

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- 7) **Excluded Services.** The matters as follows are excluded from Services provided under the Service Order:
- a) Parts, equipment or software not covered by vendor/manufacturer warranty or support.
  - b) The cost of any parts, equipment, or shipping charges of any kind.
  - c) The cost of any software, licensing, or software renewal or upgrade fees of any kind.
  - d) The cost of any third-party vendor, manufacturer support or incident fees of any kind.
  - e) The cost to bring Client's system technology up to Minimum Standards required for Services under the Service Order.
  - f) The cost of third party vendors required to service or repair Client's equipment.
  - g) Printer repairs, toner, repair kits, parts and service fees.
  - h) Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.
  - i) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
  - j) Maintenance of applications software packages, whether acquired from Service Provider or any other source unless as specified in the Service Order.
  - k) Programming (modification of software code) and program (software) maintenance unless as specified in the Service Order.
  - l) Copiers and multifunction devices.
  - m) Training of any kind.
  - n) Help Desk support for items not listed in the Service Order.
  - o) Operating systems and servers that are not a Microsoft products.
  - p) Data and telephony cabling.
  - q) New installations and replacement of hardware and software unless specifically noted in the Service Order.
  - r) Virtual systems servers, setup and installation is treated as physical hardware for purposes of this Client Supplement.

8) **Software and Technology Licensing.** The Service Provider will provide information and recommendations regarding software issues such as license compliance, software updates, and enhancements. The Service Provider will provide assistance to the Client to maintain license compliancy. It is the Client's responsibility to choose whether to act upon those recommendations. The Service Provider will not knowingly install any unlicensed, copied, or pirated software. A Client request for such activity is grounds for termination of the Service Order.

9) **Procurement and Acceptance of Additional Equipment.**

- a) Client agrees that where possible hardware and software shall be procured through Service Provider, Service Provider will provide Client a quote for approval of Client purchasing such hardware and/or software. Hardware not procured through the Service Provider will be charged rates set out in the Service Order.
- b) Service Provider is only responsible for servicing equipment listed in the Service Order. Service Provider must provide written authorization for any equipment/Services Client may want to include in the Service Order after the Effective Date. The addition of equipment/Services not listed after the signing the Service Order, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges on the month following the addition of such equipment/Services.

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c) New hardware that is installed by Service Provider is deemed accepted without a written approval and shall result in an adjustment to the Client's monthly charges on the month following its installation.

**10) Escalation.** Service Provider reserves the right to increase pricing by up to five percent (5%) on the annual anniversary of the Service Order.

**11) Early Termination.** Client acknowledges that the amount of the fee for the Services is based on Client's agreement to pay the fee for the entire Initial Term, or Renewal Term (as defined in the MSA), as applicable. In the event Service Provider terminates the Agreement for Client's breach of the Agreement in accordance with the MSA, or Client terminates the Agreement other than in accordance with the MSA for Service Provider's breach, the unpaid fees for each month remaining in the Initial Term or then-current Renewal Term, as applicable, are due on the business day following termination of the Agreement.

**12) Transition Fees.** IT services and transitioning can be a complex and lengthy process. Service Provider assistance in transitioning Client is billed at current non-contract rates plus equipment and materials.

**13) Acceptance of Client Supplement.** This Client Supplement covers only those Services described in the Service Order.