

**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. As used herein, “Service Order” has the same meaning as set forth in the MSA, and includes any written quote accepted by Client.

**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) Malware, Ransomware, and Virus Recovery.**

(i) **Scope and Coverage.** Damages caused by, and recovery from, any malware, ransomware, virus, or other malicious code (collectively, “Malware”) that is not detected, blocked, or quarantined by Client’s approved security solution are not covered under the terms of the Agreement. Recovery services under this Section 4b are limited to systems protected by a Service Provider-approved, vendor-supported endpoint security solution that is currently licensed to Client and covered under an active Vendor Support Contract.

(ii) **Initial Response.** Upon identification of a suspected Malware infection, Service Provider will conduct an initial assessment to determine the nature, scope, and severity of the incident. For isolated, non-ransomware infections, Service Provider’s standard practice is to spend up to two (2) hours attempting remediation through standard removal techniques. If remediation is not successful within that period, Service Provider shall notify Client and

obtain prior written authorization before proceeding with any system wipe and reinstallation of the licensed operating system and applications.

- (iii) **Ransomware and Complex Incidents.** In the event of a ransomware attack, widespread Malware infection, or any security incident that may constitute a data breach, Service Provider will not immediately wipe affected systems. Client acknowledges that certain security software deployed by Service Provider may automatically isolate or quarantine an affected system immediately upon detection of a suspected threat, prior to any human assessment or Client notification. Such automated isolation is a protective measure and does not constitute a breach of Service Provider's obligations under this Agreement. Service Provider will notify Client as soon as reasonably practicable following any such automated isolation event. Instead, Service Provider will: (A) isolate affected systems to prevent further spread; (B) conduct a preliminary assessment of the scope of the incident; (C) notify Client promptly and in writing; and (D) recommend a response plan, which may include forensic preservation of evidence prior to any remediation. All ransomware response and complex incident remediation services shall be governed by and billed in accordance with MSA Section 9(c) at Service Provider's then-current standard service rates. Service Provider makes no guarantee or warranty regarding the outcome of any remediation effort.
- (iv) **Evidence Preservation.** Prior to wiping or reimaging any system affected by a suspected ransomware attack or data breach, Service Provider strongly recommends, and Client may separately authorize, preservation of forensic images or relevant log data. Such preservation services are outside the scope of this Section 4b and shall be quoted and billed separately. Client's decision to forego evidence preservation shall be documented in writing and shall not create any liability on the part of Service Provider.
- (v) **Notification Obligations.** Client is solely responsible for determining whether any Malware incident triggers notification obligations under applicable federal or state law, including but not limited to HIPAA (where applicable, per MSA Section 11) and applicable state data breach notification statutes. Service Provider will provide reasonable assistance with such notifications upon Client's written request, billed at then-current standard service rates. Service Provider shall have no obligation to make any such notifications on Client's behalf absent a separate written agreement.
- (vi) **Limitation of Liability.** Service Provider's liability arising from or related to any Malware incident, ransomware attack, or associated recovery effort is subject to the limitations set forth in MSA Sections 9 and 13. Service Provider strongly recommends that Client obtain and maintain cyber-liability insurance appropriate for Client's industry and risk profile, as described in MSA Section 9(b). Client's failure to obtain such coverage shall not create or expand any liability on the part of Service Provider.
- 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.
- d) **Microsoft 365 Administration.**
- (i) **Scope of Services.** Where expressly listed in the Service Order, Service Provider will provide administration and support services for Client's Microsoft 365 ("M365") tenant environment. Covered services include: tenant and subscription administration; user account, license, and group management; Exchange Online administration, including mailbox configuration and mail flow rules; spam and malware filtering policy management, which may be provided within the M365 platform framework and/or through additional third-party security services; Microsoft Teams administration, including team provisioning and guest access policy management; SharePoint Online and OneDrive for Business administration, including site provisioning, permissions management, and storage quota management; Microsoft Entra ID (Azure Active Directory) administration, including user directory management, group policy, and role assignments; and multi-factor authentication (MFA) enforcement and conditional access policy configuration.
- (ii) **Client Prerequisites.** In order for Service Provider to provide M365 administration services, Client must: (A) maintain valid and active Microsoft 365 licensing appropriate for Client's user count and required features; (B) grant Service Provider delegated administrator access ("GDAP") or equivalent permissions as required by Microsoft's partner program; and (C) maintain a Global Administrator account held by Client independent of Service Provider

for emergency access purposes. Service Provider shall not be responsible for service degradation or gaps in administration resulting from Client's failure to maintain required licensing or access permissions.

- (iii) **Service Requests.** Service Provider performs M365 administration tasks in two ways. First, certain tasks are performed proactively by Service Provider as part of routine managed services, without a Client-initiated Service Request. These proactive tasks include but are not limited to: tenant health monitoring, security policy reviews, license reconciliation, spam and malware filter updates, and other routine administrative maintenance necessary to maintain a secure and functional M365 environment. Client understands and acknowledges that such proactive tasks are undertaken by Service Provider in Client's best interest as part of the managed services relationship. Second, Client-directed changes — including but not limited to user provisioning and deprovisioning, license assignments, permission changes, group modifications, and policy changes requested by Client — must be initiated through a Service Request submitted to the Help Desk. In all cases, Service Provider maintains case notes in its ticketing system.
- (iv) **Microsoft Service Outages.** Service Provider's obligations under this Section 4d are limited to the administration and configuration of Client's M365 environment. Service Provider is not responsible for outages, degradation, or service interruptions caused by Microsoft, its infrastructure, or its service availability. In the event of a Microsoft service outage, Service Provider will make commercially reasonable efforts to monitor the Microsoft Service Health Dashboard, communicate status to Client, and coordinate with Microsoft support on Client's behalf where applicable. Microsoft service outages do not constitute a failure of Service Provider's obligations under this Agreement.
- (v) **Excluded Services.** The following are expressly excluded from M365 administration services under this Section 4d and shall be quoted and billed separately as project work: (A) SharePoint Online programming, customization, or development, including but not limited to custom web parts, SPFx solutions, custom workflows, and site architecture design; (B) Power Platform development, including Power Apps, Power Automate flows, and Power BI report development; (C) Microsoft Dynamics 365 configuration or administration; (D) third-party application integrations with M365 services; (E) data migration into or between M365 tenants; (F) Microsoft licensing procurement, true-up negotiations, or license compliance advisory; and (G) any development, scripting, or automation work not expressly included in the Service Order. Service Provider will provide Client a written quote prior to undertaking any excluded service.
- (vi) **Limitation of Liability.** Service Provider's liability arising from or related to M365 administration services is subject to the limitations set forth in MSA Sections 9 and 13. Client acknowledges that administrative changes to a cloud tenant environment may have broad effect and agrees to maintain adequate backup and recovery capabilities appropriate to Client's use of the M365 platform. Service Provider strongly recommends that Client maintain Microsoft 365 Backup or an equivalent third-party backup solution for M365 data, which may be provided as a separate service under the Service Order.
- e) Vendor Management.**
- (i) **Scope.** Client recognizes that the management of Client's IT environment often requires coordination with third-party vendors whose products and services are adjacent to or integrated with Client's technology infrastructure. This is especially critical of Line Of Business Services as Service Provider is not an expert in each and every type of business that is served. Where identified in the Service Order, Service Provider will engage in vendor management activities with such IT-adjacent technology vendors on Client's behalf. IT-adjacent technology includes but is not limited to internet service providers, telecommunications carriers, VoIP and phone system vendors, networked copier and print management vendors, line-of-business application vendors, and cloud platform or SaaS vendors whose services integrate with Client's managed environment.
- (ii) **Nature of Role.** Service Provider's role in vendor management is that of a liaison and coordinator acting on Client's behalf. Service Provider will serve as the primary point of contact with identified vendors for IT-related issues, open and manage support tickets, escalate incidents, and coordinate vendor responses as necessary to support Client's IT environment. Client understands and acknowledges that vendor management activities do not make Service Provider responsible for the performance, uptime, deliverables, or contractual obligations of any third-party vendor. Service Provider makes no warranty or representation regarding the products, services, or responsiveness of any third-party vendor. Where a vendor is unresponsive or unable to resolve an issue within a reasonable time despite Service Provider's commercially reasonable escalation efforts, Service Provider's vendor management obligation with respect to that issue shall be deemed fulfilled. In such circumstances, Service Provider will notify Client in writing, document the escalation efforts made, and the matter shall become the sole responsibility of Client to resolve directly with the vendor.

- (iii) **Client Responsibilities.** Client remains solely responsible for all contractual and financial relationships with third-party vendors, including but not limited to executing vendor agreements, maintaining active vendor accounts, and paying vendor invoices. Client shall provide Service Provider with the access, credentials, and authorization necessary to engage vendors on Client's behalf. Service Provider shall not execute vendor contracts, incur financial obligations, or make purchasing commitments on Client's behalf without prior written authorization from Client.
- (iv) **Limitation of Liability.** Service Provider shall not be liable for any failure, delay, outage, data loss, or other harm caused by or attributable to a third-party vendor, regardless of whether Service Provider is engaged in vendor management activities with that vendor. Service Provider's liability arising from or related to vendor management services is subject to the limitations set forth in MSA Sections 9 and 13.

#### **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 Microsoft Windows Operating System that is currently supported by Microsoft, and have the latest Microsoft Service Packs and Critical Security Updates installed.
  - (2) All desktop personal computers and notebooks/laptops with Microsoft Windows Operating Systems must be running a Microsoft Windows Operating System that is currently supported by Microsoft and have the latest Microsoft Service Packs and Critical Security Updates installed.
  - (3) All server and personal computer software must be genuine and licensed by Client and 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 peer-to-peer file sharing applications, unauthorized proxy clients, personal cloud storage applications not approved by Service Provider, consumer AI tools and platforms not approved by Service Provider, and other applications that introduce security, data privacy, or compliance risk as determined by Service Provider. 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 the Service Order. Service Provider reserves the right to require additional bandwidth as business needs change.
  - (6) Where Client's environment includes cloud-hosted infrastructure, Software-as-a-Service (SaaS) platforms, or artificial intelligence tools, Client shall ensure that all such platforms are licensed, actively vendor-supported, and configured in accordance with Service Provider's written recommendations. Client is solely responsible for maintaining compliance with the acceptable use and security requirements of any such platform. Service Provider's obligations under this Agreement extend only to those cloud or SaaS environments expressly listed in the Service Order. Consistent with MSA Section 10(c), Service Provider strongly recommends that Client maintain a written Artificial Intelligence Acceptable Use Policy governing employee and contractor use of AI tools.
- 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 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.

#### **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 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.
- s) Cloud-hosted infrastructure, Software-as-a-Service (SaaS) platform administration, configuration, or support, unless expressly listed in the Service Order.
- t) Artificial intelligence tools, platforms, or services, including but not limited to configuration, integration, advisory, or support services related to AI systems, unless expressly listed in the Service Order. Client assumes sole responsibility for validating AI outputs and all business decisions made in reliance thereon, consistent with MSA Section 10.
- u) Support for any system, platform, or application that is not currently vendor-supported or is operating beyond its published end-of-life date.

#### **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 compliance. 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.
- 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. No guarantee is made with regard to the time frame of a transition.

**13) Acceptance of Client Supplement**

This Client Supplement covers only those Services described in the Service Order. Client's execution of a Service Order for Services covered by this Supplement, or Client's acceptance or use of such Services, constitutes Client's agreement to be bound by the terms of this Supplement, whether Client has separately signed this Supplement. By purchasing or activating any Service covered herein, Client acknowledges that it has had the opportunity to review this Supplement and agrees to its terms in their entirety. Service Provider reserves the right to amend this Supplement from time to time in its sole discretion. The most current version of this Supplement is published at [www.xirtix.com/about-us/termsandconditions](http://www.xirtix.com/about-us/termsandconditions) and supersedes all prior versions. Continued use of Services following publication of an updated Supplement constitutes Client's acceptance of the amended terms.

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