

## **STATEMENT OF SERVICES**

**This Statement of Services (“SoS”) contains provisions that define, clarify, and govern the provisions of the quote to which it is attached (the “Quote”). If you do not agree with the terms of this SoS, you should not sign the Quote and you must contact us for more information.**

This SoS generally describes all managed services provided by Covenant Technology Solutions, Inc.; however, only those services explicitly listed in the Quote will be provided to you (collectively, the “Services”). Activities or items that are not specifically described in the Quote will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

## **SCOPE OF SERVICES**

### **Onboarding Services**

If onboarding services are provided under the Quote, then the following services will be provided to you.

- Uninstall any monitoring tools or other software installed by previous IT consultants.
- Compile a full inventory of all protected servers, workstations, and laptops.
- Uninstall any previous virus protection and install our managed antivirus application.
- Install remote support access application on each managed device to enable remote support.
- Configure patch management application and check for missing security updates.
- Uninstall unsafe applications or applications that are no longer necessary.
- Optimize device performance including disk cleanup, antivirus, and spyware scans.
- Review firewall configuration and other network infrastructure devices.
- Review status of battery backup protection on all devices.
- Stabilize network and assure that all devices can securely access the file server.
- Review and document current server configuration and status.
- Determine existing backup strategy and status; prepare backup options for consideration.
- Review password policies and update user and device passwords.
- As applicable, make recommendations for changes that should be considered to the managed environment.

The foregoing list is subject to change if we determine, in our discretion, that different or additional onboarding activities are required.

If deficiencies are discovered during the onboarding process, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of our monthly managed services. Please note, unless otherwise expressly stated in the Quote, onboarding-related services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and we cannot guarantee that all Issues will be detected during the onboarding process.

## Ongoing / Recurring Services

Ongoing/recurring services begin upon the completion of onboarding services (if any).

### Managed Services

The following Services, if listed in the Quote, will be provided to you.

<u>SERVICES</u>	<u>DESCRIPTION</u>
<b>SkyDesk 365</b>	<p>SkyDesk 365 is Covenant’s fully managed cloud workspace solution that delivers your existing Windows applications, Microsoft Licenses, and support at a predictable monthly cost.</p> <p>Covenant looks at your existing technology infrastructure, applications, and information your business uses, then designs a solution that fits your business. We use services such as:</p> <ul style="list-style-type: none"> <li>• Microsoft Azure</li> <li>• Amazon Web Services (AWS)</li> <li>• Microsoft 365 Collaboration and Security tools</li> <li>• Endpoint Management</li> <li>• Advanced Threat Protection (ATP)</li> <li>• Windows Virtual Desktops</li> <li>• AWS Workspaces</li> <li>• Citrix Cloud</li> <li>• Microsoft’s Cybersecurity frameworks</li> </ul>
<b>Covenant MSP Plans</b>	<p>Covenant designs its managed support plans for your business by bundling many of the essential services that your business needs. These services may include:</p> <ul style="list-style-type: none"> <li>• Antivirus / Antimalware</li> <li>• Remote Device Management</li> <li>• Security Patching</li> <li>• IT Knowledgebase</li> <li>• Password Management</li> <li>• Asset Inventory</li> <li>• Desktop Support</li> <li>• Server Support</li> <li>• Advanced Email Security</li> <li>• PC Deployment</li> <li>• Server Backup Management and Monitoring</li> <li>• Network Monitoring</li> <li>• Wireless Access Point Network Management and Troubleshooting</li> <li>• Vendor Liaison</li> <li>• Microsoft 365 Licensing</li> <li>• Office 365 Backup</li> <li>• Server Cloud Backup</li> </ul> <p>Refer to your Quote for details on which services are included in your selected plan.</p>
<b>Remote Monitoring and Management</b>	<p>Software agents installed in Covered Equipment (defined below) report status and events on a 24x7 basis; alerts are generated and responded to in accordance with the Service Levels described below.</p>
<b>End User Security Awareness Training</b>	<ul style="list-style-type: none"> <li>• Online, on-demand training videos (multi-lingual).</li> <li>• Online, on-demand quizzes to verify employee retention of training content.</li> <li>• Baseline testing to assess the Phish-prone percentage of users; simulated phishing email campaigns designed to educate employees about security threats.</li> </ul>

<b>Backup and Disaster Recovery</b>	<ul style="list-style-type: none"> <li>• 24/7 monitoring of backup system, including offsite backup, offsite replication, and an onsite backup appliance (“Backup Appliance”)</li> <li>• Troubleshooting and remediation of failed backup disks</li> <li>• Preventive maintenance and management of imaging software</li> <li>• Firmware and software updates of backup appliance</li> <li>• Problem analysis by the network operations team</li> <li>• Monitoring of backup successes and failures</li> <li>• Periodic recovery verification</li> </ul>
<b>Updates &amp; Patching</b>	<ul style="list-style-type: none"> <li>• Deploy updates (e.g., x.1 to x.2), as well as bug fixes, minor enhancements, and security updates as deemed necessary on all managed hardware.</li> <li>• Perform minor hardware and software installations and upgrades of managed hardware.</li> <li>• Perform minor installations (i.e., tasks that can be performed remotely and typically take less than thirty (30) minutes to complete).</li> <li>• Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable managed hardware.</li> </ul>

*Covered Equipment / Hardware / Software*

The Services will be applied to the equipment listed in the Quote (“Covered Hardware”).

The Services will apply to the software listed in the Quote (“Supported Software”) provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer.

In this SoS and the Quote, Covered Hardware and Supported Software may also be referred to as the “Environment” or “Covered Equipment.” Items that are not included in the Environment will not receive or benefit from the Services.

*Physical Locations Covered by Services*

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned to the issue (below), and are subject to technician availability. Unless we agree otherwise, all onsite Services will be provided at Client’s primary office location listed in the Quote. Additional fees may apply for onsite visits: Please review the Service Level section below for more details.

## Term; Termination

The Services will commence, and billing will begin, on the date indicated in the Quote (“Commencement Date”) and will continue through the initial term listed in the Quote (“Initial Term”). We reserve the right to delay the Commencement Date until all onboarding/transition services (if any) are completed, and all deficiencies / revisions identified in the onboarding process (if any) are addressed or remediated to Covenant’s satisfaction. The Services will continue through the Initial Term until terminated as provided in the Agreement, the Quote, or as indicated in this section (the “Service Term”).

**Renewal.** After the expiration of the initial Service Term, the Service Term will automatically renew for contiguous terms equal to the initial Service Term unless either party notifies the other of its intention to not renew the Services no less than thirty (30) days before the end of the then-current Service Term.

## Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- Server hardware must be under current warranty coverage.
- All equipment with Microsoft Windows® operating systems must be running then-currently supported versions of such software and have all of the latest Microsoft service packs and critical updates installed.
- All software must be genuine, licensed and vendor-supported.
- Server file systems and email systems (if applicable) must be protected by licensed and up-to-date virus protection software.
- The Environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored.
- All wireless data traffic in the environment must be securely encrypted.
- There must be an outside static IP address assigned to a network device, allowing VPN/RDP control access.
- All servers must be connected to working UPS devices.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup devices. We do not guarantee the integrity of the backups or the data stored on the backup devices. Server restoration will be to the point of the last successful backup.
- Client must provide all software installation media and key codes in the event of a failure.
- Any costs required to bring the Environment up to these minimum standards are not included in this SoS.
- Client must provide us with exclusive administrative privileges to the Environment.
- Client must not affix or install any accessory, addition, upgrade, equipment, or device on to the firewall, server, or NAS appliances (other than electronic data) unless expressly approved in writing by us.

**Exclusions.** Services that are not expressly described in the Quote will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by Covenant. Without limiting the foregoing, the following services are expressly excluded, and if required to be performed, must be agreed upon by Covenant in writing:

- Customization of third party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).

- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

## Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; response, repair, and/or remediation services (as applicable) will be provided only during business hours unless otherwise specifically stated in the Quote. We will respond to problems, errors, or interruptions in the provision of the Services in the timeframe(s) described below. Priority levels will be determined by Covenant in our discretion after consulting with the Client and guided by the definitions below. All remediation services will initially be attempted remotely; Covenant will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

All time frames are calculated as of the time that Covenant is notified of the applicable issue / problem by Client through Covenant’s designated support portal, help desk email, or by telephone at the telephone number listed in the Quote. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

All times listed are expressed in terms of Covenant Technology Solutions’ Office Hours (8AM - 5PM, M-F). Issues reported outside of Covenant’s office hours via support portal or help desk email will not be responded to until the following business day. Emergencies should always be reported by telephone. Help desk support provided outside of our normal support hours will be billed to Client at the then-current hourly rate (2 hour minimum applies).

Service Levels and time frames do not apply to requests for implementation (new hardware, software, etc.). These requests will be scheduled and performed on a best-effort basis.

### Definitions

#### **Level of Urgency**

<b>Low</b>	One user or a small group of users is affected
<b>Medium</b>	Departments or a large group of users are affected
<b>High</b>	Entire company is affected

#### **Business Impact**

<b>Low</b>	Very minor issues, with no real impact to user or business functions
<b>Medium</b>	Regular business functions are impacted, but there is a reasonable workaround
<b>High</b>	Critical - Major business functions affected or have stopped completely

#### **Response Phases**

<b>Respond</b>	We have reviewed your request and have routed it to the appropriate resource
<b>Plan</b>	We have begun work on your request
<b>Resolve</b>	We have resolved your request

## Standard SLA

### Priority Levels

		Urgency		
		High	Medium	Low
Impact	High	P1 - Emergency	P2 – Urgent	P2 – Urgent
	Medium	P3 - Quick	P3 - Quick	P4 - Normal
	Low	P4 - Normal	P5 - Low	P5 - Low

### Response Times

	Respond	Plan	Resolve
P1 – Emergency	1 Hour	3 Hours	6 Hours
P2 – Urgent	2 Hours	4 Hours	8 Hours
P3 – Quick	3 Hours	6 Hours	12 Hours
P4 – Normal	4 Hours	8 Hours	16 Hours
P5 – Low	8 Hours	24 Hours	40 Hours
P6 – Sched. Maint.	24 Hours	40 Hours	80 Hours

## Fees

The fees for the Services will be as indicated in the Quote.

**Changes to Environment.** Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes.

**Minimum Monthly Fees.** The initial Fees indicated in Quote are the minimum monthly fees (“MMF”) that will be charged to you during the term. You agree that the MMF will not drop below the amounts indicated in the Quote, regardless of the number of users or devices to which the Services are directed or applied, unless we agree to the reduction. All modifications to the amount of hardware, devices, or authorized users under the Quote (as applicable) must be in writing and accepted by both parties.

**Increases.** In addition, we reserve the right to increase our monthly recurring and data recovery fees; provided, however, if an increase is more than five percent (5%) of the fees charged for the Services in the prior calendar year, then you will be provided with a sixty (60) day opportunity to terminate the Services by providing us with written notice of termination. You will be responsible for the payment of all fees that accrue up to the termination date and all pre-approved, non-mitigatable expenses that we incurred in our provision of the Services through the date of termination. Your continued acceptance or use of the Services after this sixty (60) day period will indicate your acceptance of the increased fees.

**Travel Time.** If onsite services are provided, we will travel up to 45 minutes from our office to your location at no charge. Time spent traveling beyond 45 minutes (*e.g.*, locations that are beyond 45 minutes from our office, occasions on which traffic conditions extend our drive time beyond 45 minutes one-way, etc.) will be billed to you at our then-current hourly rates. In addition, you will be billed for all tolls, parking fees, and related expenses that we incur if we provide onsite services to you.

**Appointment Cancellations.** You may cancel or reschedule any appointment with us at no charge by providing us with notice of cancellation at least one business day in advance. If we do not receive timely a notice of cancellation/re-scheduling, or if you are not present at the scheduled time or if we are otherwise denied access to your premises at a pre-scheduled appointment time, then you agree to pay us a cancellation fee equal to two (2) hours of our normal consulting time (or non-business hours consulting time, whichever is appropriate), calculated at our then-current hourly rates.

**Automated Payment.** You may pay your invoices by credit card and/or by ACH, as described below. If you authorize payment by credit card and ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.

- **ACH.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account, as defined and configured by you in our payment portal, for any payments due under the Quote. This authorization will continue until otherwise terminated in writing by you. We will apply a \$35.00 service charge to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank's electronic draft restrictions.
- **Credit Card.** When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you in our payment portal, for any payments due under the Quote. **We will add 3.0% to the amount due on each invoice for client's convenience of using a credit card instead of submitting a payment by check or paying by ACH.**

## Removal of Software Agents; Return of Firewall & Backup Appliances

Unless we expressly direct you to do so, you will not remove or disable, or attempt to remove or disable, any software agents that we installed in the Environment. Doing so without our guidance may make it difficult or impracticable to remove the software agents, which could result in network vulnerabilities and/or the continuation of license fees for the software agents for which you will be responsible, and/or the requirement that we remediate the situation at our then-current hourly rates, for which you will also be responsible. Depending on the particular software agent and the costs of removal, we may elect to keep the software agent in the Environment but in a dormant and/or unused state.

Within ten (10) days after being directed to do so, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by Covenant that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.

## Additional Terms

### **Monitoring Services; Alert Services**

Unless otherwise indicated in the Quote, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Covenant, and Client shall not modify these levels without our prior written consent.

### **Remediation**

Unless otherwise provided in the Quote, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

### **Configuration of Third Party Services**

Certain third party services provided to you under this SOW may provide you with administrative access through which you could modify the configurations, features, and/or functions ("Configurations") of those services. However, any modifications of Configurations made by you without our knowledge or authorization could disrupt the Services and/or or cause a significant increase in the fees charged for those third party services. For that reason, we strongly advise you to refrain from changing the Configurations unless we authorize those changes. You will be responsible for paying any increased fees or costs arising from or related to changes to the Configurations.

### **Dark Web Monitoring**

Our dark web monitoring services utilize the resources of third party solution providers. Dark web monitoring can be a highly effective tool to reduce the risk of certain types of cybercrime; however, we do not guarantee that the dark web monitoring service will detect all actual or potential uses of your designated credentials or information.

### **Modification of Environment**

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under the Quote. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.



If “Co-Managed Support” is indicated in the Quote, we will coordinate with your internal IT personnel (“Your Personnel”) as necessary to help ensure that the Services are delivered efficiently and effectively. That said, we are not responsible for the remediation of issues beyond the scope of the Quote caused by any activities undertaken by Your Personnel, such as modifications to hardware or software configurations, installation of software, firmware upgrades, etc. unless we pre-authorized those activities.

### **Anti-Virus; Anti-Malware**

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware (“Viruses”); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In Quote to improve security awareness, you agree that Covenant or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

### **Breach/Cyber Security Incident Recovery**

Unless otherwise expressly stated in the Quote, the scope of the Services do not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client’s confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

### **Environmental Factors**

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in the Quote, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

### **Fair Usage Policy**

Our Fair Usage Policy (“FUP”) applies to all Services that are described or designated as “unlimited.” An “unlimited” service designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in the Quote, all unlimited services are provided during our normal business hours only and are subject to our technicians’ availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the

industry (e.g., requesting support in lieu of training or upgrades to the Environment), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

### **Hosted Email**

You are solely responsible for the proper use of any hosted email service provided to you (“Hosted Email”). Hosted Email solutions are subject to acceptable use policies (“AUPs”), and your use of Hosted Email must comply with those AUPs. In all cases, you agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the Hosted Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Covenant or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the Hosted Email for the purpose of sending unsolicited commercial electronic messages (“SPAM”) in violation of any federal or state law. Covenant reserves the right, but not the obligation, to suspend Client’s access to the Hosted Email and/or all transactions occurring under Client’s Hosted Email account(s) if Covenant believes, in its discretion, that Client’s email account(s) is/are being used in an improper or illegal manner.

### **VoIP/ Phone System**

#### *911 Dialing / Emergency Dialing - Limitations*

The VoIP Service (“VoIP Service”) may not support traditional 911 or E911 access to emergency services in all locations. The 911 dialing feature of the VoIP Service is not automatic; Client may be required to take affirmative steps to register the address where the VoIP Service will be used in order to activate the 911 Dialing feature. Client understands that Client must inform any users of the VoIP Service of the non-availability of traditional 911 or E911.

When a VoIP calling device is registered in a particular location, it cannot be moved without re-registering the device in the new location. Client agrees that it will not move any VoIP calling device without Covenant’s written consent. Client shall hold Covenant harmless for any and all claims or causes of action arising from or related to Client’s inability to use traditional 911 or E911 services.

When an emergency call is made, one or more third parties use the address of Client’s registered location to determine the nearest emergency response location, and then the call is forwarded to a general number at that location. When the emergency location receives Client’s call, the operator will not have Client’s address and may not have Client’s phone number. Client understands and agrees that users of the VoIP System must provide their address and phone number in order to get help. Client hereby authorizes Covenant to disclose Client’s name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client’s registered location.

Client understands and agrees that 911 dialing does not and will not function in the event of a power failure or disruption. Similarly, the hosted VoIP Services will not operate (i) during service outages or suspensions or

terminations of service by Client's broadband provider or ISP, or (ii) during periods of time in which Client's ISP or broadband provider blocks the ports over which the VoIP Services are provided. Client further understands and agrees that 911 Dialing will not function if Client changes its telephone number, or if Client adds or ports new telephone numbers to Client's account, unless and until Client successfully register its location of use for each changed, newly added or newly ported telephone number.

Client expressly agrees not to use VoIP System for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns.

### **Patch Management**

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

### **Backup (BDR) Services**

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither Covenant nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. Covenant cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Covenant shall be held harmless if such data corruption or loss occurs. **Client is strongly advised to keep a local backup of all of stored data to mitigate against the unintentional loss of data.**

### **Procurement**

Equipment and software procured by Covenant on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Covenant does not make any warranties or representations regarding the quality, integrity, or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or restocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Covenant is not a warranty service or repair center. Covenant will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of

Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Covenant will be held harmless.

### **IT Strategic Planning**

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Covenant's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Covenant is not endorsing any particular manufacturer or service provider.

### **VCTO or VCIO Services**

The advice and suggestions provided us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Covenant will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship with Client. Under no circumstances shall Client list or place the Covenant on Client's corporate records or accounts.

### **Sample Policies, Procedures.**

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

### **No Third Party Scanning**

Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party to conduct any test (diagnostic or otherwise), of the security system, protocols, processes, or solutions that we implement in the managed environment ("Testing Activity"). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity is not covered under the Quote, and if you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.

### **HaaS**

You will use all Covenant-hosted or Covenant-supplied equipment and hardware (collectively, "Infrastructure") for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure violates the terms of the Quote, this SoS, or the Agreement.

### **Domain Name Services**

If you register, renew, or transfer a domain name through Covenant, we will submit the request to the applicable domain name services provider (the "Registrar") on your behalf. Our sole responsibility is to submit the request to the Registrar, and we are not responsible for any errors, omissions, or failures of the Registrar.

### **Unsupported Configuration Elements or Services**

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Covenant, or that is in "end of life" or "end of support" status, we may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

### **IP Addresses**

Any IP addresses provided to Client by Covenant during the Service Term are managed by Covenant and Covenant will retain these IP addresses after termination of the Services, meaning that they may not be transferred or utilized by Client after termination of the Services.

### **Hosting Services**

You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances, or other such requirements of any jurisdiction.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to Covenant or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user identifications and passwords. Covenant shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify Covenant immediately to request the login information be reset or unauthorized access otherwise be prevented. Covenant will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

### **Licenses**

If we are required to re-install or replicate any software provided by you as part of the Services, then it is your responsibility to verify that all such software is properly licensed. We reserve the right, but not the obligation, to require proof of licensing before installing, re-installing, or replicating software into the managed environment. The cost of acquiring licenses is not included in the scope of the Quote unless otherwise expressly stated therein.