

The terms contained in this Service Attachment apply to all Orders for the provision of Managed IT Support Services by LISS (sometimes referred to as “we,” “us” or “our”) to a Client (sometimes referred to as “you” or “your”). All Orders are subject also to the terms of the Master Services Agreement (“MSA”) between LISS Inc. and the Client. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the MSA.

1. SERVICE DESCRIPTION

1.1. Services Included

LISS provides Managed IT Support Services according to the following definitions. A Service Contract does not necessarily include all of the types of Managed IT Support Services described below. The particular Services to be delivered to Client in each instance are identified in the applicable Order. Support is provided only for the users, office locations and Devices (as defined in Section 2.2) identified or described in (“covered” by) the applicable Order and is subject to any other Usage Parameters set forth in the applicable Order. In connection with the Managed IT Support Services LISS may also provide Client with Third Party Products and Services such as anti-virus software or a subscription to Microsoft Office 365, however the cost of any such Third Party Products and Services is separate from and in addition to the cost of the Managed IT Support Services and, as set forth in Section 1.1 of the MSA, each of the Third Party Products and Services is deemed to be provided pursuant to a separate Service Contract on the terms and conditions pursuant to which the product or service is made available by the third party vendor or service provider and any further terms conditions pertaining to the product or service that are set forth in the applicable Order.

1.1.1. Core Managed Services

- **Remote Monitoring & Management;** monitor critical systems to proactively detect and resolve emerging problems. Access to on-demand trend reports for performance metrics.
- **Asset Management & Reporting;** inventory computer hardware, software and network devices.
- **Patch Management;** Automatic deployment of approved Microsoft patches as approved by LISS’s patch management policy. Management and updates of all approved virus and malware protection software, automatic virus definition updates and real-time scanning to protect against virus infections.
- **Domain DNS & Web Hosting;** Hosting for domain DNS and basic HTML website for up to 5 domains. Basic HTML website does not include databases, e-commerce, SSL certificates, or streaming video.
- **Vendor Management;** coordination support and issue resolution with external vendors.
- **HelpDesk;** remote & on-site IT Support for covered client locations.

1.1.2. Proactive & Reactive IT Support

- **Network Support & Maintenance;** monitor network connectivity to covered firewalls, routers, wireless access points, and managed switches. Manage and remediate incidents related to covered network Devices, including firewalls, routers, wireless access points, and managed switches. Additional fees will be incurred for replacement of equipment or upgrades. Manage firewall rules and built-in security services.
- **Server Support & Maintenance;** 24/7 remote monitoring of network connectivity, key Windows services and significant events in the Windows event logs. Monitoring alert validation, notification, remediation, and escalation services. Responses to all validated alerts to provide for expedited resolution of incidents. Password resets for the covered servers, server applications and services.
- **Workstations (desktop/laptop) Support & Maintenance;** support for desktop and laptop computers for connectivity to servers, printers and the Internet. Includes remote configuration of local peripherals (local printer, scanner, etc.).
- **Mobile Device Support;** support office network connectivity and email synchronization for smartphones and tablets running current versions of Apple iOS or Android operating systems.
- **User Management & Support;** response to user support requests. Create, modify and delete user accounts and passwords, file and printer shares, user rights, mailboxes, alias and distribution lists. New user setup on existing Devices. Provide support for remote office connectivity at the locations stated in the Order.
- **Additional Services:**
 - Providing assistance in the event of Cyber-Attacks (as defined in Section 17.5 of the MSA), including the removal of computer viruses, malware or malicious programs from computer systems.
 - File Restores: restoration of specific files or data from approved backup solution.
 - Domain Names & SSL certificate renewals; for domains and SSL services managed by LISS, excluding any purchase price, administrative fees or other costs payable to third parties.

1.1.3. Advisory

- **Account Management;** management of Client relationship via a dedicated account manager

- **Virtual Chief Technology Officer (“vCTO”)**; Advise Client regarding information technology solutions vetted & supported by LISS*
- **Virtual Chief Information Security Officer (“vCISO”)**; Advise Client regarding information security solutions vetted & supported by LISS*

* Services provided by LISS strictly as an independent contractor. No officer, employee or similar relationship is intended or implied.

1.2. Optional Services

1.2.1. Complete IT Add-On

Not included as standard; available at an additional fee and requires a Service Contract for Managed IT Support Services with a minimum 36 month fixed term. Includes:

- Workstation Setup & Moves
- Upgrades to Existing Infrastructure
- After-Hours Support (subject to response times set forth in Section 3.3)

1.2.2. Dedicated On-Site Resources

Not included as standard; available at an additional fee.

- On-site technician to perform user support
- Includes use of LISS toolset (ticketing, knowledgebase, remote access, etc.)
- Technician has priority access to LISS HelpDesk resources
- LISS HelpDesk team acts as a back-up to on-site technician
- Provision of on-site resources is subject to the following limitations and restrictions:
 - Unless otherwise agreed in the applicable Order, on-site resources are available at the Client location 9:00 a.m. to 5:00 p.m. local time, Monday through Friday exclusive of holidays observed by LISS (as set forth in Section 3.6)
 - Four (4) days per rolling three (3) month period are allowed for remote-only support (i.e. no technician on site). If during any rolling three (3) month period LISS is unable to provide an on-site technician on more than four (4) days, then Client shall be entitled to a Service Level Credit with respect to each such day in excess of four (4), the amount of which credit shall be equal to two percent (2%) of the Monthly Service Fees then being paid by the Client for Managed IT Support Services.
 - Unless otherwise agreed in the applicable Order, the primary function of the on-site resources is user support; on-site resources are not intended for Project Services or consulting

Service Contracts that include the Complete IT Add-On and/or Dedicated On-Site Resources remain subject to the general exclusions set forth in Section 1.3.

1.3. Services Excluded

Services not specifically described in this Service Attachment are excluded from Service Contracts for Managed IT Support Services. The types of services that are excluded include, but are not limited to, the types of services described in this Section 1.3. These types of services may be available as separately billed Project Services.

1.3.1. General

- Support for Line-of-Business applications (i.e. specialized software related to Client’s particular type of business) is limited to Best Effort Support (as defined in Section 5.1 below)
- Programming (including website development and/or migrations)
- Software and hardware implementations, upgrades and migrations
- Cabling
- Audio/visual support (projectors, TV’s, etc.)
- Installation/setup/configuration of new or additional servers, workstations, applications, or network devices
- Peripheral installations requiring on-site technicians
- Office Moves or additional office setup
- Corporate events; merger, acquisition, divestiture, dissolution, etc.
- Training
- Written Policies & Documentation
- Questionnaires/assessments requested by vendors and/or customers
- Client or 3rd Party assessments of LISS

- Support for issues arising from modifications, repairs or other work performed by persons other than LISS, including without limitation (a) Client personnel who retain administrative level or other elevated permissions and make configuration changes or other modifications using those elevated permissions or (b) other consultants

1.3.2. Projects

Implementations, upgrades, and migrations of systems that typically affect multiple users; or the introduction of new systems into the Client environment; including but not limited to:

- Servers, workstations & networked Devices (network attached printers, MFP's, scanners, cameras, etc.)
- Network infrastructure (Internet access, firewalls, switches, wireless access points, etc.)
- Software, applications, cloud services
- Voice/Video systems and/or applications

1.3.3. Hardware Repair

LISS does not provide hardware repair services and recommends that Client make use of any warranty or repair services offered by the manufacturer.

1.3.4. Private Network Support

Support for offices or locations other than Client's covered business offices, including without limitation home offices and other remote user environments, is limited to VPN/Remote Access setup & support only. Troubleshooting of workstations, peripherals, firewalls, and/or other Devices will not be performed.

LISS recommends that Client carefully consider what Devices are authorized to connect to the Client's office network. Client acknowledges that external systems are not managed by LISS and may facilitate the infection of Client's systems by viruses or other damaging code or access to Client's systems by unauthorized persons.

1.3.5. Cybersecurity

Cyber Security services, including but not limited to:

- Managed Security Services (MSS) such as Security Monitoring, Prevention, Detection, Response, Penetration Testing, Vulnerability Assessment, etc.
- Incident Response for data breach or data loss events; planning and/or response for breaches, cyber-crimes, etc.
- Assistance with respect to Cyber-Attacks beyond Best Effort Support. Best Effort Support does not include disaster recovery or the complete re-installation of a system due to a Cyber-Attack. The provision of assistance with respect to Cyber-Attacks is conditioned on Client satisfying backup requirements and having appropriate anti-virus software with current updates.

1.3.6. Disaster Recovery

- Performance or testing of disaster recovery events & systems
- Planning & documentation for disaster recovery
- Workstation recovery/hardware replacement as the result of hardware failure or virus
- Complete or large-scale restoration of files from backup

1.3.7. After-Hours Support

Except as indicated in an Order, after-hours support (i.e. support outside of the Standard Support Hours set forth in the MSA) is not included. Any included after-hours support is subject to the after-hours response times set forth in Section 3.3.

2. FEES

2.1. Implementation Fee

A one-time setup fee (payment terms for which will be set forth in the applicable Order) is charged in connection with the implementation of Managed IT Support Services. This includes:

- Deploy remote monitoring & management agents
- Configure monitoring & alerts
- Configure patch management
- Review & minor adjustments to existing environment
- Set up remote access for LISS HelpDesk
- Introduction to LISS Support Services

2.2. Service Fees

For the ongoing Managed IT Support Services to be provided by LISS, Client shall pay the Monthly Service Fees specified in the Order. Monthly Services Fees are payable in advance (i.e. at the beginning of the monthly service period to which they apply).

Pricing is determined by the number of supported users, office locations, Devices and/or other Usage Parameters set forth in the Order. Devices include, but are not limited to: servers, workstations (desktop & laptop computers), mobile devices (smartphones & tablets) storage devices (SAN & NAS systems), network equipment (routers, Internet connections, firewalls, switches, wireless access points, etc.), and network devices (printers, cameras, scanners, phones, etc.). If there is an increase in the number of users, office locations or Devices to be covered within the scope of a Service Contract, or if Client's use of the Services in any other way exceeds the Usage Parameters set forth in the applicable Order, then LISS shall be entitled to make a pro rata adjustment to the Monthly Service Fees based on the per-unit charges then applicable under the terms of the Order. Client shall pay all Monthly Service Fees owed to LISS as they become due following any such adjustment.

2.3. Client Delay

If LISS is unable to commence delivery of the Services on the start date set forth in the applicable Order or otherwise agreed upon by the parties because of any failure on your part, including but not limited to the failure to provide access to your resources in a timely manner, you nonetheless will begin to incur Monthly Service Fees, which you shall pay beginning on the agreed-upon start date.

2.4. Adjustments to Fees for Third-Party Products and Services

Although Third-Party Products and Services (such as anti-virus software, an email filter, etc.) may be provided by LISS in connection with the Managed IT Support Services, the prices of such Third-Party Products and Services are not included in the fees for the Managed IT Services and LISS shall have the right to pass through to Client any increases in the prices of such Third-Party Products and Services as set forth in Section 10.2 of the MSA.

2.5. Additional Fees

2.5.1. New Workstation Setup

New workstation setup will be provided at a fixed, per-workstation fee, as set forth in the then-current rate sheet applicable to LISS' customers generally. If the new workstation represents an addition rather than a replacement, then in addition to the setup fee there will be an increase in the Monthly Service Fees to reflect the increase in the number of Devices for which support is being provided.

3. SERVICE TERMS

3.1. System Requirements

The full and effective operation of LISS's service delivery tools and processes depend on the following system requirements being met. Requirements that are not met may affect system stability and the ability for LISS to resolve issues promptly.

- Servers must:
 - be a current model and be under current manufacturer hardware warranty, have a maintenance support/contract or otherwise be supported by the manufacturer in regard to the issue for which Client wishes LISS to provide support, or the scope of support will be limited to Best Effort Support
 - have an appropriate amount of memory for the applications to function properly
 - have fully-licensed Hardware Management Cards installed
 - be connected to a managed/smart UPS (uninterruptible power supply battery backup)
- Firewalls must:
 - be a current model and be under current manufacturer hardware warranty, have a maintenance support/contract or otherwise be supported by the manufacturer in regard to the issue for which Client wishes LISS to provide support, or the scope of support will be limited to Best Effort Support
- All systems must be backed up using a backup solution provided by LISS, or an industry-standard backup solution approved by LISS.
- Ethernet cabling must be Category 5E or higher and be properly grounded and bonded
- Suitable power surge protection must be installed for all critical systems.
- Room temperature must be maintained for servers and network devices according to manufacturers' specifications.
- All of Client's users and Devices must be covered under an Order (unless otherwise specifically agreed in writing, LISS will not, for example, support part of a network or some, but not all, of a Client's Devices).
- Client must have an approved, licensed and up-to-date, vendor supported anti-virus solution protecting all servers, workstations, and email.

3.2. Client Requirements

Client agrees to:

- a) Provide remote access to all supported Devices to allow technical issues to be resolved. Client acknowledges that some aspects of the Services require unattended remote access.
- b) Notify LISS via its HelpDesk twenty-four (24) hours or more prior to any significant proposed Device changes for non-system down issues to allow LISS to review prior to any changes occurring.
- c) Own genuine user or Device licenses for every operating system and application installed and to maintain records of all software media with CD-keys, serial numbers and unlock codes.
- d) Own valid maintenance contracts for all software and Devices and to designate LISS as an authorized agent of Client under those contracts
- e) Maintain third party software support contracts for all Line-of-Business applications to address end-user support, updates and upgrades, or to maintain expertise internally by Client’s staff.
- f) Designate a primary point of contact or contacts to interact with the HelpDesk to avoid multiple tickets being generated for the same issue and to perform simple, guided on-site tasks
- g) Plan for the upgrade of any Device, operating system, application or other aspect of Client’s systems that is scheduled to become end-of-support/end-of-life by its manufacturer; whether or not covered under an Order.

3.3. Service Level Objectives

LISS will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported Devices and to respond to and escalate all requests for support according to the support response process identified below.

Each support ticket is reviewed and assigned a priority level set by a LISS support engineer. The following priority levels and response times are applicable:

Priority	Description	Response*	After-Hours
Priority 1** (Urgent)	System is unavailable or there is a critical impact to business operations. Client and LISS will commit all necessary resources around the clock to resolve the issue.	30 minutes	2 hours***
Priority 2 (High)	System is severely degraded, or significant business operations are affected. Client and LISS will commit full-time resources during normal business hours to resolve the issue.	1 business hour	Best Effort
Priority 3 (Normal)	System is impaired, most business operations remain functional. Client and LISS will commit resources during normal business hours to resolve the issue.	4 business hours	Best Effort
Priority 4 (Low)	Information/assistance with system capabilities, installation, or configuration with little or no effect on business operations. Client and LISS will commit resources during normal business hours at a level commensurate with the significance of the question or issue.	8 business hours	Best Effort

* Represents acceptable response time for acknowledgment by support engineer.

** Priority 1 tickets must be submitted via phone or web form.

*** After-hours Priority 1 tickets must be submitted via phone. Issues that are reported via email, the support form or other means may not be responded to in a timely manner and are not covered by the stated Service Level objective for response time.

All support requests must be instituted by contacting the HelpDesk in accordance with the procedures set forth in Section 11 of the MSA. Calls, emails, or other types of communication that are directed anywhere else will not be taken into account for purposes of determining whether Service Level objectives have been met. Service Level objectives apply only to instances in Client makes a request for support through the HelpDesk and do not apply to instances in which LISS receives an automated alert in the course of monitoring Client’s systems.

3.4. Delays Not Attributable to LISS

Client acknowledges that system availability and the time required to resolve problems may be affected by reasons beyond LISS’s control, including without limitation the following:

- Defects and malfunctions of Devices, operating systems or applications;
- Client changes to Devices, operating systems or applications;
- Reprioritization of tasks by Client;
- Problems resulting from actions or inactions of Client contrary to LISS’s reasonable recommendations;
- Loss of power or Internet connectivity; or
- Client’s non-compliance with the requirements set forth in Sections 3.1 and 3.2.

LISS shall not have any liability for system unavailability or delays resulting from causes beyond its control.

3.5. Remedy with Respect to Service Level Objectives

Service Level Credits are not provided in connection with the Service Level objectives set forth in Section 3.3. Client's sole remedy in the event of a failure by LISS to meet such objectives shall be the right to terminate the Service Contract in accordance with the terms set forth in Section 4.2.

4. TERM & TERMINATION

4.1. Term

A Service Contract for the provision of Managed IT Support Services shall have such term as is specified in the applicable Order (the "Initial Term"). If a term is not specified in the Order, then the Initial Term of a Service Contract for Managed IT Support Services shall be twelve (12) months. The Initial Term shall commence on the date on which LISS begins providing Services, unless such date is a day other than the first day of a calendar month, in which case: (a) the Initial Term shall commence on the first day of the first full calendar month following the date on which LISS began providing the Services and (b) the Client shall pay to LISS in addition to the Monthly Service Fee for the first month of the Initial Term a pro rata Monthly Service Fee on account of the partial month during which Services were provided prior to the commencement of the Initial Term. The commencement date of the Initial Term shall be set forth in LISS' first invoice for Monthly Service Fees.

4.2. Early Termination by Client for Failure to Meet Service Levels

Client may terminate a Service Contract prior to its scheduled expiration date if the percentage of support requests properly submitted to the HelpDesk that are first responded to within the response times set forth in Section 3.3 falls below eighty percent (80%) for three (3) consecutive monthly billing cycles. In order to exercise such right to terminate, Client must provide LISS with written notice of its intention to terminate within ten (10) business days after the end of such three-month period, in which case the Service Contract shall be deemed to have been terminated as of the end of such three-month period.

4.3. Early Termination by Client Without Cause

If Client has satisfied all of its obligations under a Service Contract, then Client may terminate the Service Contract without cause upon giving at least sixty (60) days' advance written notice of the intended termination date, which shall be the last day of a monthly billing cycle, provided that: (a) you pay us an early 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 or then-current renewal term, based on the prices then in effect; and (b) no such notice of termination may be given prior to the expiration of the first ninety (90) days of the Initial Term of the Service Contract.

4.4. Early Termination by LISS for Failure to Cooperate

As set forth in Section 5.2(iii) of the MSA, LISS may terminate a Service Contract if during any period of twelve (12) months, there are at least three (3) occasions on which there is a failure by the Client to comply with a written request by LISS for reasonable cooperation in connection with the provision of the Services. Without limiting the generality of that provision, the circumstances that may constitute a failure to furnish reasonable cooperation in the context of a Service Contract for Managed IT Support Services shall include without limitation: a failure to install recommended software updates, a failure to replace outdated hardware, a failure to follow recommended cyber-security practices and procedures, and the making of support requests that are repetitive, frivolous or abusive of HelpDesk personnel.

4.5. Early Termination by LISS Without Cause

LISS may elect to terminate a Service Contract without cause upon giving at least ninety (90) days' advance written notice of the intended termination date, which shall be the last day of a monthly billing cycle, in which case: (a) you will not be responsible for the payment of any further fees beyond the fees for Services provided to you through the date of termination; and (b) we will provide you with reasonable off-boarding and transition services at no charge.

5. LIMITATIONS & RESTRICTIONS

5.1. Best Effort Support

Except as otherwise specifically agreed in writing, the scope of support that LISS will provide with respect to the following items is limited to Best Effort Support (as defined below):

- Line-of-Business applications;
- Operating systems other than Microsoft and Apple operating systems;
- software (including without limitation operating systems and applications), Devices, and other products or services that are deemed to be out-of-warranty/End-of-Life (EOL)/End-of-Support (EOS) or the equivalent by their manufacturer or supplier;
- software, Devices and other products or services not purchased from LISS (other than the Devices covered by an Order and their current, standard operating systems or firmware); and

- any other items designated in this Service Attachment or elsewhere in a Service Contract as being subject only to Best Effort Support (e.g. assistance with respect to a virus or other Cyber-Attack as set forth in Section 1.1 above).

Best Effort Support means that LISS will use their best efforts for up to two (2) hours to provide a repair/resolution for the problem. Client acknowledges that LISS may have limited ability to address these items and that support beyond Best Effort Support is not within the scope of the Managed IT Support Services.

5.2. On-Site Support

LISS will troubleshoot Client's issues remotely, unless and until LISS, in its sole discretion, deems it necessary for on-site technicians to be dispatched. Additional charges for time and travel will be incurred for providing on-site services to remote locations and users (i.e. providing services at a location other than one of the business offices of Client identified in the applicable Order). Charges for time and travel will be at the rates set forth in the then-current rate sheet applicable to LISS' customers generally. LISS may decline to provide on-site support if by virtue of the time of day, location or other circumstances LISS' personnel cannot travel to the site in safety.

5.3. Data Management

Should file storage requirements exceed the limitations of a server, and should Client wish to expand the storage capacity of the server, then LISS shall be entitled to be reimbursed by the Client for the time and materials required. LISS will, as part of the Managed IT Support Services, assist the Client in reducing storage requirements by removing old or unnecessary system files, however any review and/or deletion of Client's own business data or other files to facilitate the freeing-up of storage space on the server will be the responsibility of Client.

5.4. No External User Support

Support will be provided for Client's internal users only, and not for any contractors or customers of Client or other external users.

5.5. Cost of Consumables & Services

Costs such as those for hardware, software, cabling, third-party warranties or warranty service, repairs, manufacturer support, etc. are not included and are the responsibility of the Client unless otherwise specifically stated in an Order. The Managed IT Support Services do not include any data backup or cloud services.

5.6. Backups

LISS will only monitor and manage backup services delivered by LISS. Except to the extent set forth in a Service Contract for backup services or otherwise agreed in writing, the Client is solely responsible to establish a system to back up all of Client's data, and to monitor and manage the operation of that system.

5.7. Maintenance Windows

Remote server management may require a server to be taken off-line or rebooted, which will be done during pre-approved support windows or with express permission.

6. WARRANTY

LISS WARRANTS THAT THE MANAGED IT SUPPORT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE TERMS OF THE SERVICE CONTRACT BETWEEN THE PARTIES. THE FOREGOING WARRANTY IS SUBJECT TO ALL OF THE LIMITATIONS, DISCLAIMERS AND OTHER RESTRICTIONS CONTAINED IN THE MSA, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTIONS 19.2 AND 19.3 OF THE MSA.

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