



TECHNICAL SUPPORT SERVICES ADDENDUM

This Technical Support Services Addendum is made between Customer and TC and outlines the Technical Services that TC will provide to Customer. This Addendum is effective upon Customer's subscription to Technical Services in addition to its TC Services and is considered an addition to, not a replacement of, the TulsaConnect MSA. Any terms not defined herein shall have the meaning set forth in the MSA. To the extent that the terms contained herein vary from or conflict with the terms of the MSA, the terms of this Addendum shall control. This Technical Support Services Addendum includes the Order Form and the Terms and Conditions of Technical Support Services.

Terms and Conditions of Technical Support Services

- I. **Technical Support Service Addendum Effective Date.** The Technical Support Service Addendum Effective Date shall be the date of subscription.
- II. **Technical Services.** TC shall perform Technical Services as described in the MSA. Support packages are described in subparagraphs (a) through (c) below. Notwithstanding anything in the MSA to the contrary, Technical Services hereunder shall be billed as follows:
 - a. **Premium User Support:** Includes unmetered remote support during business hours with a four (4) business hour first-response SLA, remote monitoring and management of subscribed user's local computer, Microsoft patching for subscribed user's desktop, an annual on-site technology health assessment and inventory, hardware purchasing services, and discounted pre-scheduled on-site visits and project work. Also includes licensing for both Multi-Factor Authentication and Endpoint Protection (one license per user/device). Management for other devices (printers, firewalls, etc.) is available at a discounted cost. On-site Technical Services are limited to Customer locations within the Tulsa and Oklahoma City metro areas.
 - b. **Essential User Support:** Includes unmetered remote support during business hours with a four (4) business hour first-response SLA, Multi-Factor Authentication for Customer's Remote Desktop environment, discounted project work and hardware purchasing services. Endpoint Protection for local computers is available as an add-on. **Recommended for Private Cloud Customers not requiring any local support or where local support is not available.**
 - c. **Hosted Server Support and Security:** Includes critical server monitoring (e.g up/down, disk space), monthly & critical Windows Server pre-scheduled patch management, third-party software updates (Quickbooks, Sage, etc.) updates upon request, Multi-Factor authentication for an administrator of non-public servers, and Endpoint Protection for each server. TC will provide an initial response to Customer service calls or tickets within four (4) business hours.
- III. **Additional Technical Services.** TC may provide additional Technical Services as outlined in the Order Form. Any additional Technical Services for support outside of the hours included in the packages described above and for any other projects, if not otherwise provided in the Order Form, shall be billed on a time and materials basis at TC's then-current hourly rates and are subject to the payment terms set forth in the MSA. All travel time to and from Customer related to On Site Work will be billed at the relevant On Site Work hourly rate. TC's current hourly rate categories are set forth below:

Prescheduled Project Work (During Business Hours)
Out of Scope Remote Work for MSP Clients (During Business Hours)
Remote Work (Outside Business Hours)
Prescheduled On Site Work (During Business Hours)
Non-scheduled On Site Work (During Business Hours)
On Site Work (Outside Business Hours)

- IV. **Rate Adjustments.** Hourly rates are subject to technician availability and subject to change. Technical Services rates are subject to a yearly increase of up to five percent (5%).

V. Assumptions and Conditions. Notwithstanding anything to the contrary contained in the MSA, the following assumptions and conditions will apply to Technical Services provided by TC hereunder:

- a. **Service calls must be made to TC's main support number or support address at service@tulsaconnect.com. Service levels do not apply to, and TC is not responsible for, any other emails, texts, calls or other communications directly to TC staff members or other email addresses.**
- b. TC will initially attempt to provide support remotely and will dispatch a technician for on-site work only if necessary, in TC's discretion.
- c. TC will only support Customer Provided Equipment (as defined in the MSA) or equipment rented to Customer by TC unless otherwise specified in the Order Form.
- d. TC does not co-manage environments with Customer or other vendors unless otherwise provided in the Order Form. Any Technical Services TC provides to correct or fix any network or other problems caused by any person or entity other than TC shall be billable at TC's Out of Scope Remote Work published rates.
- e. Customer must notify TC promptly about any staffing or equipment changes. Without limiting the foregoing, Customer must notify TC at least seven (7) days in advance of the addition any new staff members. Removal requests of any terminated staff members must be provided to TC as soon as possible so that the security of the environment cannot be compromised by such terminated staff member. Customer shall ensure that any terminated staff member has no access to the environment from any Customer Provided Equipment or equipment rented to Customer by TC after the effective date of termination.
- f. If a Customer has subscribed for managed services under a Private Cloud Hosting Service Addendum with TC and currently subscribes to TC Hosted Server Essential Security and Support, any new virtual server deployed by TC will automatically be subscribed to the TC Hosted Server Essential Security and Support service effective as of the effective time of deployment and TC shall invoice Customer for all such new virtual servers. Customer shall notify TC in writing immediately if and when new virtual servers are deployed by the Customer.
- g. For Customers who subscribe to TC Essential User Support, the number of users billed for the Technical Services shall be determined by the number of Remote Desktop Users licensed under the Private Cloud Hosting Service Addendum in the Private Cloud environment. Remote Desktop licensing details can be found in the Private Cloud Hosting Service Addendum.
- h. For Customers who subscribe to standalone products that are billed on a per user per month basis, the number of users billed for the standalone product shall be determined by the number of Remote Desktop Users licensed under the Private Cloud Hosting Service Addendum in the Private Cloud environment. Remote Desktop licensing details can be found in the Private Cloud Hosting Service Addendum. If Customer provides their own Remote Desktop licensing, a periodic user audit will take place to ensure accurate billing.
- i. For Customers who subscribe to standalone products that are billed on a per server per month basis, the number of servers billed for the standalone product shall be determined by the number of virtual servers present in the Customer Private Cloud Hosting environment.
- j. For Customers who subscribe to TC Essential User Support, unless otherwise specified, the number of users billed for the Technical Services shall be determined by the number of Remote Desktop Users licensed under the Private Cloud Hosting Service Addendum in the Private Cloud environment. Remote Desktop licensing details can be found in the Private Cloud Hosting Service Addendum.
- k. For Customers who subscribe to TC Premium User Support, the number of authorized users billed to the service shall be the active employees who have access to Premium User Support services as set forth on the Order Form. Customer shall update the number of authorized users in writing from time-to-time hereafter by written notice to TC and shall provide an accurate employee list to TC upon request and whenever personnel changes. If any Customer employee contacts TC over supported support channels and that employee is not on the authorized list, Technical Services may be refused until such time as Customer provides proper authorization. TC shall have no responsibility and Customer shall have no

recourse under Service Level Commitments in respect of any call or ticket submitted by any representative of Customer who is not listed as an authorized user at the time any such call or ticket is received. Customer is also responsible for providing TC with an up-to-date and accurate list of non-user associated devices (e.g. firewalls, routers, switches, printers, etc) requiring management and updating such list as such devices are added or removed.

- l. For TC Essential User Support, TC Premium User Support and Hosted Server Support and Security, the initial number of users and/or servers subscribed to the service shall establish the minimum quantity of agreed upon services. At no point during the contract shall the customer be billed for less than minimum quantity without TC approval.
- m. TC reserves the right to refuse the implementation of any changes that TC reasonably believes could compromise the stability or security of the Customer's environment.
- n. Customer acknowledges and agrees that multi-factor authentication and end-point detection/response are requirements in any managed environment including all servers and desktops.
- o. Any on-site visits require at least forty-eight (48) business hours' advance written notice to be eligible for discounted rates.
- p. TC will determine reasonable thresholds for alerting for server and desktop monitoring in which false positive alerts caused by normal operations are minimized.
- q. If TC attempts to contact the Customer regarding any security issues and receives no response, TC reserves the right, without obligation or liability of any kind, to apply all patches/remedies which in its discretion TC determines necessary or appropriate to mitigate such security issues whenever TC deems it necessary, including, without limitation, during Customer's regular business hours.
- r. For support of all third-party software, TC requires an active support agreement between Customer and the software vendor. Without an active support agreement, all support is best effort only.
- s. For support of all non-TC provided hardware, TC requires an active support agreement between Customer and manufacturer. Without an active support agreement, all support is best effort only.

VI. TC Chargeable Services.

- a. All services provided outside the scope of this Technical Support Services Addendum are chargeable to the Customer.
- b. All such additional services will be billed at our then-current hourly rates. Emergency service after hours required for any reason other than failure of hardware or basic TC infrastructure may result in premium service charges. All such premium charges will be communicated to the Customer prior to performing the service.

VII. Service Level Commitment.

- a. TC will use commercially reasonable effort to make the Technical Services available to Customer at the contracted service levels, subject to the below Exceptions. Should TC fail to meet the contracted service levels at any time during the term hereof, Customer must: (i) contact TC and outline service deficiency with supporting data; (ii) allow TC a reasonable amount of time to cure alleged service deficiency.
- b. Subject to the below Exceptions, if TC fails to provide an initial response to at least ninety percent (90%) of the properly submitted calls or tickets within the time periods provided in each support package under Article I hereof during any two consecutive calendar months during the term hereof, Customer may terminate any affected component of the Technical Support Services Addendum, without liability, by giving written notice to TC.
 - i. Exceptions: (1) circumstances beyond TC's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance; pandemic related interruption or delay; interruption of or delay in transportation; unavailability of or interruption or delay in telecommunications or third party services; or failure of third party software; (2) failure of access circuits to the TC Network, unless such failure is

caused solely by TC; (3) scheduled and emergency maintenance and upgrades; (4) DNS or Internet routing issues outside the direct control of TC.

VI. Customer Representative and Help Desk. Customer shall designate in writing an individual or individuals to serve as its representative(s) during the course of this Technical Support Services Addendum for the purposes of pre-approval of Additional Technical Services as set forth in Article II above. Customer's representative shall be authorized to act on behalf of and to bind Customer as to all such matters pertaining to this Addendum.

10.2.24