



LTI-IT Services Guide

This Services Guide contains provisions that define, clarify, and govern the scope of the services described in the quote that has been provided to you (the “Quote”), as well as the policies and procedures that we follow (and to which you agree) when we provide a service to you or facilitate a service for you. If you do not agree with the terms of this Services Guide, you should not sign the Quote and you must contact us for more information.

This Services Guide is our “owner’s manual” that generally describes all managed services provided or facilitated by LTI Information Technology, LLC (“LTI-IT,” “we,” “us,” or “our”); **however, only those services specifically described in the Quote will be facilitated and/or provided to you (collectively, the “Services”).**

This Services Guide is governed under our Master Services Agreement (“MSA”). You may locate our MSA through the link in your Quote or LTI-IT can send you a copy of the MSA by email upon request. Capitalized terms in this Services Guide will have the same meaning as the capitalized terms in the MSA, unless otherwise indicated below.

Activities or items that are not specifically described in the Quote will be out of scope and will not be included unless otherwise noted or agreed to by us in writing.

Please read this Services Guide carefully and keep a copy for your records.

Onboarding Services

While onboarding our services, we will prepare your managed information technology environment (the “Environment”) for the services described in the Quote. During this phase, we will work with your Authorized Contact(s) to review the information we need to prepare the Environment, and we may also:

- Uninstall monitoring, remote access, and/or other management software installed by previous IT service providers.
- Compile or confirm the full inventory of the Environment.
- Uninstall any previous endpoint protection and install our managed security solutions (as indicated in the Quote).
- Install remote support access agents (*i.e.*, software agents) on each managed device to enable remote support.
- Configure Windows® and application patch management agent(s) and check for missing updates.
- Uninstall unsafe applications or applications that are no longer necessary.
- Optimize device performance including disk cleanup and endpoint protection scans.
- Review firewall configuration and other network infrastructure devices.
- Review status of battery backup protection on all mission critical devices.
- Review and document current server configuration and status.
- Determine existing business continuity strategy and status; prepare backup file recovery and incident response option for consideration.
- Review password policies and update user and device passwords.
- As applicable, make recommendations for changes that should be considered to the Environment.
- Organizational, safety, or compliance training as required.

This list is subject to change if we determine, at our discretion, that a subset of the list above, different items, or additional onboarding activities are required or more appropriate based off the specifics of the environment, budgetary constraints, or other discoveries made during the onboarding process.

If deficiencies are discovered during the onboarding process, we may 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.**

The duration of the onboarding process depends on many factors, many of which may be outside of our control—such as product availability/shortages, required third party vendor input, operational concerns / requirements, etc. As such, we can estimate, but cannot guarantee, the timing and duration of the onboarding process. We will keep you updated as the onboarding process progresses.

Ongoing / Recurring Services

Ongoing/recurring services are services that are provided to you on an ongoing recurring basis and, unless otherwise indicated in a Quote, are billed to you monthly. Some ongoing/recurring services will begin with the commencement of onboarding services; others will begin when the onboarding process is completed. Please direct any questions about start or “go live” dates to us.



Managed Services

SERVICES	GENERAL DESCRIPTION
Recurring Labor	<p><u>Regularly scheduled, recurring IT service shifts:</u></p> <ul style="list-style-type: none">On average LTI-IT will provide the number of on-site/off-site labor hours per month listed on the Quote. This time will be generally provided as a fixed schedule. Let us know if there is a particular day of the week and time of day (Morning or Afternoon) for an LTI-IT technician to be staffed.LTI-IT will assign a dedicated team of technicians to Client account to become familiar with Client staff and Environment. Client will be notified of any changes to the technical team.Shifts can be requested to be moved at least one week prior to the desired shift.LTI-IT will try to accommodate as scheduling allowsLTI-IT will not make up recurring labor time missed due to holidays observed by Client or time missed due to Client shutdowns.LTI-IT will periodically review recurring labor hours utilized.<ul style="list-style-type: none">If LTI-IT has not met the average Recurring Labor hours listed in the Quote over a 6-month period, in a calendar year, Client may request the shortfall to be credited towards a project, additional future maintenance, or added to an existing Pool Labor authorization. The amount for the credit will be calculated based off the total charged per month for Recurring Labor, divided by the average Recurring Labor hours per month listed in the Quote, multiplied by the calculated shortfall of time.If Client has used more Recurring Labor hours on average over a 6-month period than what is listed in the Quote, LTI-IT reserves the right to utilize an existing Pool Labor authorization or invoice Client directly for those hours based off a technician's individual hourly rate listed in the current year Rate Sheet.LTI-IT will provide Client with the ability to expedite tickets that arise between scheduled shifts by calling LTI-IT. These tickets will then be dispatched to the first available technician based on the nature of the ticket.<ul style="list-style-type: none">Services received between scheduled recurring shifts will utilize an existing Pool Labor or Hourly Labor authorization. <p><u>Services:</u> The following services may be provided during a scheduled recurring shift by a technician but are not limited to:</p> <ul style="list-style-type: none">Ticket queue management and troubleshooting IT issues.Workstation management.IT documentation management.User management tasks.Responding to issues raised by LTI-IT staff or monitored systems.Incremental progress on on-going IT issues or improvements not covered by an existing Quote.<ul style="list-style-type: none"><i>Individual services and projects may be requested by Client. These ala-carte items will be quoted and billed separately.</i> <p><u>Termination:</u> The Recurring Labor authorization shall be cancelable by either party for any reason upon the provision of two (2) months prior written notice. At the time of termination, any hour deficit on the Recurring Labor authorization will be forfeit.</p>
Pool Labor	<p><u>Pool Labor:</u></p> <ul style="list-style-type: none">Client will contribute a fixed monthly authorization to a labor pool which can be used toward future IT services.Any service performed outside of an existing Recurring Labor authorization is deducted from the labor pool based off a technician's individual hourly rate, discounted by 10% from the rates listed in the current year Rate Sheet, multiplied by the time used.LTI-IT will provide Client with the ability to expedite tickets by calling LTI-IT. These tickets will then be dispatched to the first available technician based on the nature of the ticket.



	<ul style="list-style-type: none"> • Client can request escalation or consultant assistance on any issue - please note that escalation support is provided based off the urgency of the issue, order of the issue is received in, and availability of escalations and other staff. • If there is a labor pool surplus left at the end of the month it will roll over to the next month, however a maximum 50% of the monthly average Pool Labor for the previous calendar year can be carried forward to a new calendar year. • Client may request LTI-IT send recurring labor pool balance reports. • Client must notify LTI-IT if they want to decline or delay service because the labor pool is exhausted or if they do not want to use their labor pool and wait for an applicable future Recurring Labor shift. <p><u>Overages:</u> Client will be sent a notification when 100% of available Pool Labor has been used and, unless stated otherwise in the Quote, Client will be invoiced for 25% of the monthly Pool Labor fee listed in the Quote.</p> <ul style="list-style-type: none"> • Client can request LTI-IT pause Pool Labor service for the remainder of the month to prevent being invoiced for additional Pool Labor service. Client can resume Pool Labor service upon request. • Client may be invoiced several times in a month as overages occur. • In the event that there is an overage for three consecutive months, LTI-IT may adjust the recurring Pool Labor authorization to be the average of the three consecutive months. <p><u>Services:</u> The following services may be provided by a technician/consultant but are not limited to:</p> <ul style="list-style-type: none"> • Responding to new or on-going IT issues. • Responding to issues raised by LTI-IT staff or monitored systems. • Escalation level support as needed. • Environment planning and budgeting. • Project progress tracking and reporting. • IT steering and consulting. <p><u>Termination:</u> The Pool Labor authorization shall be cancelable by either party for any reason upon the provision of two (2) months prior written notice. At the time of termination, any funds remaining in the “pool labor” will be returned to Client.</p>
<p>Hourly Labor</p>	<p>All labor will be billed based off the current year Rate Sheet at the specific technician’s/consultant’s hourly rate multiplied by the time used.</p>
<p>Network Survey</p>	<p>LTI-IT will audit Client Environment to determine the readiness for, and compatibility with, ongoing services.</p> <p>LTI-IT auditing services may include, but will not be limited to the following:</p> <ul style="list-style-type: none"> • Audit to determine general Environment readiness and functional capability • Review of hardware and software configurations • Review of current vendor service / warranty agreements for Environment hardware and software • Basic security vulnerability check • Basic backup and file recovery solution audit • Speed test and ISP audit • Print output audit • Office telephone vendor service audit • Asset inventory • Email and website hosting audit • IT support process audit <p>If deficiencies are discovered during the auditing process (such as outdated equipment or unlicensed software), LTI-IT will bring those issues to Client’s attention and discuss the impact of the deficiencies on LTI-IT’s provision of the Services and provide Client with options to correct the deficiencies. Please note,</p>





	<p>unless otherwise expressly agreed by LTI-IT in writing, auditing services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and LTI-IT cannot guarantee that all Issues will be detected during the auditing process. Issues that are discovered in the Environment after the auditing process is completed may be addressed in one or more subsequent quotes, or by utilizing an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.</p>
<p>Server Next-Generation Antivirus Solution</p>	<p>Next generation antivirus protection solution for servers from our designated Third-Party Provider. Implementation and facilitation will be specified in the Quote or provided by an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.</p> <p>Software agents installed on covered devices protect against malware and prevents intruder access. Used in coordination with other endpoint security layers and security solutions to form a comprehensive defense strategy.</p> <ul style="list-style-type: none">• Client may participate in the device count process used to determine fees. If no feedback is provided LTI-IT will estimate device counts and bill accordingly. <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none">• Artificial intelligence and machine learning to provide a comprehensive and adaptive protection paradigm to managed endpoints.• Detection of unauthorized behaviors of users, applications, or network servers.• Blocking of suspicious actions before execution.• Analyzing suspicious app activity in isolated sandboxes.• Antivirus and malware protection for managed devices such as laptops, desktops, and servers.• Protection against file-based and fileless scripts, as well as malicious JavaScript, VBScript, PowerShell, macros and more.• Whitelisting for legitimate scripts.• Blocking of unwanted web content.• Detection / prevention of content from IP addresses with low reputation. <p>Please see Anti-Virus; Anti-Malware and Breach / Cyber Security Incident Recovery sections below for important details.</p>
<p>Workstation Next-Generation Antivirus Solution</p>	<p>Next generation antivirus protection solution for workstations from our designated Third-Party Provider. Implementation and facilitation will be specified in the Quote or provided by an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.</p> <p>Software agents installed on covered devices protect against malware and prevent intruder access. Used in coordination with other endpoint security layers and security solutions to create a comprehensive defensive strategy.</p> <ul style="list-style-type: none">• Client may participate in the device count process used to determine fees. If no feedback is provided LTI-IT will estimate device counts and bill accordingly. <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none">• Artificial intelligence and machine learning to provide a comprehensive and adaptive protection paradigm to managed endpoints.• Detection of unauthorized behaviors of users, applications, or network servers.• Blocking of suspicious actions before execution.• Analyzing suspicious app activity in isolated sandboxes.• Antivirus and malware protection for managed devices such as laptops, desktops, and servers.• Protection against file-based and fileless scripts, as well as malicious JavaScript, VBScript, PowerShell, macros and more.





	<ul style="list-style-type: none"> Whitelisting for legitimate scripts. Blocking of unwanted web content. Detection / prevention of content from IP addresses with low reputation. <p>Please see Anti-Virus; Anti-Malware and Breach / Cyber Security Incident Recovery sections below for important details.</p>
<p>Server Monitoring</p>	<p>Software agents installed on covered devices report status and IT-related events on a 24x7 basis; alerts are generated and responded to using an existing Recurring Labor, Pool Labor, or Hourly Labor authorization. Responses to alerts are typically performed during standard business hours.</p> <ul style="list-style-type: none"> Client may participate in the device count process used to determine server monitoring fees. If no feedback is provided LTI-IT will estimate device counts and bill accordingly. <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none"> Storage capacity monitoring, alerting us to severely decreased or low disk capacity (covers standard fixed HDD partitions, not external devices such as USB or mapped drives). Routine operating system inspection and cleansing to help ensure that disk space is increased as space-related issues occur. Review and installation of updates and patches for supported/approved software. Device network connectivity monitoring, alerting us if the system is offline/online or has been online for an excessive period of time. Automatic device rebooting to maintain system integrity. Performance monitoring, alerting us to unusual processor or memory usage. Endpoint protection agent monitoring, alerting us to potential security vulnerabilities. Secure remote connectivity to the device. Asset inventory and device information collection. <p>Please see Anti-Virus; Anti-Malware and Breach / Cyber Security Incident Recovery sections below for important details.</p>
<p>Workstation Monitoring</p>	<p>Software agents installed on covered devices report status and IT-related events on a 24x7 basis; alerts are generated and responded to using an existing Recurring Labor, Pool Labor, or Hourly Labor authorization. Responses to alerts are typically performed during standard business hours.</p> <ul style="list-style-type: none"> Client may participate in the device count process used to determine server monitoring fees. If no feedback is provided LTI-IT will estimate device counts and bill accordingly. <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none"> Storage capacity monitoring, alerting us to severely decreased or low disk capacity (covers standard fixed disk drive partitions, not external devices such as USB or mapped drives). Routine operating system inspection and cleansing to help ensure that disk space is increased as space-related issues occur. Review and installation of updates and patches for supported/approved software. Device network connectivity monitoring, alerting us if the system is offline/online or has been online for an excessive period of time. Automatic device rebooting to maintain system integrity. Performance monitoring, alerting us to unusual processor or memory usage. Endpoint protection agent monitoring, alerting us to potential security vulnerabilities. Secure remote connectivity to the device. Asset inventory and device information collection. <p>Please see Anti-Virus; Anti-Malware and Breach / Cyber Security Incident Recovery sections below for important details.</p>





<p>Email Threat Protection</p>	<p>Email threat protection solution from our designated Third-Party Provider. Implementation and facilitation will be specified in the Quote or provided by an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.</p> <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none">• Multi-layer filtering to defend against ransomware, malware, phishing, spam• Sender Authentication checks• Impersonation protection (email address, display name, and domain)• Link Protection (URL rewriting with Time-Of-Click Analysis)• Geo-Fencing Capabilities (Countries and Characters)• Automated Traffic Analysis• Machine Learning• Real-time Threat Analysts• Allow/Block lists at System/User levels• Flexible filtering controls• “Deep Analysis” Re-Filter option• Comprehensive reporting and logging <p>Please note that all features are best effort, based on the capabilities of our designated provider. Email Threat Protection may be customizable, by request and direction of Client.</p> <p>Please see Anti-Virus; Anti-Malware and Breach / Cyber Security Incident Recovery sections below for important details.</p>
<p>LTI-IT Hosting: Virtual Environment</p>	<p>Virtual machines hosted by LTI-IT are on LTI-IT owned hardware housed in a datacenter provided by our designated Third-Party Provider. Implementation and facilitation will be specified in the Quote or provided by an existing Recurring Labor, Pool Labor, or Hourly Labor authorization</p> <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none">• Supported hardware in high-availability configuration.• Customizable virtual machine compute and storage resources.• Redundant, scalable internet connections from multiple providers.• Redundant power from multiple power grids and backed up by diesel generators.• Monitored, logged, and secured physical access.• Datacenter SOC2 and ISO reports are available if needed.• Hosted virtual machines are covered by LTI-IT Hosted Backup and File Recovery service. <p>All hosted services are subject to the terms of our Acceptable Use Policy.</p>
<p>LTI-IT Hosting: Backup and File Recovery</p>	<p>Backup and data recovery solution from our designated Third-Party Provider(s). Implementation and facilitation will be specified in the Quote or provided by an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.</p> <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none">• Offsite backup• Real-time replication• Troubleshooting and remediation of failed backup.• Firmware and software updates of backup appliance.• Problem analysis by the network operations team.• Monitoring of backup successes and failures.





	<ul style="list-style-type: none">• Periodic recovery verifications <p>Backup Data Security: All backed up data is encrypted in transit and at rest in 256-bit AES encryption. All backup servers and software are authenticated with a unique domain and account separate from production domain. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities.</p> <p>Backup Retention: Backed up data will be retained for the periods indicated below, unless a different time period is expressly stated in the Quote. This includes both on-premises and cloud backups.</p> <ul style="list-style-type: none">• On-Premises Backups: On-premises backups will be stored on a Network Attached Storage (NAS) device, which will be kept in a secure location with restricted access. On-premises backups will be performed daily and retained on a rolling fourteen (14) day basis.• Cloud Backups: Cloud backups will be stored in a secure, off-site location that meets the organization's security standards. Cloud backups will be performed daily and retained on a rolling thirty (30) day basis. <p>Backup Alerts: Managed servers will be configured to inform of any backup failures via LTI-IT helpdesk and/or email to Approved Contact(s) if specified.</p> <p>Recovery of Data: If Client requires recovery of backed up data, then the following procedures will apply:</p> <ul style="list-style-type: none">• Service Hours: Backed up data can be requested during our normal business hours.• Request Method. Requests to restore backed up data should be made through one of the following methods:<ul style="list-style-type: none">○ Email: help@litiit.com○ Web portal: https://litiit.myportallogin.com○ Telephone: 734-929-1400• Restoration Time: LTI-IT will endeavor to restore backed up data as quickly as possible following our receipt of a request to do so; however, in all cases data restoration services are subject to (i) technician availability, (ii) confirmation that the restoration point(s) is/are available to receive the backed-up data, and (iii) total amount of data to be restored and hosting medium to restore data to. <p>All hosted services are subject to the terms of our Acceptable Use Policy</p>
End User Security Awareness Training	<p>Security awareness training solution from an industry-leading Third-Party provider. Implementation and facilitation of will be specified in the Quote or provided by an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.</p> <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none">• Online, on-demand training videos (multi-lingual).• Online, on-demand quizzes to verify employee retention of training content.• Baseline testing to assess the phish-prone percentage of users; customizable simulated phishing email campaigns designed to educate employees about security threats. <p>Please see Anti-Virus; Anti-Malware and Breach / Cyber Security Incident Recovery sections below for important details.</p>
Firewall Solution (firewall appliance provided / purchased by Client)	<p>Firewall solution from our designated Third-Party Provider. Implementation and facilitation will be specified in the Quote or provided by an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.</p> <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none">• Monitors, updates (software/firmware), and supports Client-supplied firewall appliance.• Helps to prevent hackers from accessing internal network(s) from outside the network(s), while providing secure and encrypted remote network access; provides antivirus scanning for all traffic entering and leaving the managed network; provides website content filtering functionality.





	<ul style="list-style-type: none">Provides secure VPN connection to Client Environment. <p>Please see Anti-Virus; Anti-Malware and Breach / Cyber Security Incident Recovery sections below for important details.</p>
Wireless Networking Solution (all network devices provided / purchased by Client)	<p>Wireless networking solution from our designated Third-Party Provider. Implementation and facilitation will be specified in the Quote or provided by an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.</p> <p>LTI-IT will install at Client's premises Wireless Access Points to provide bandwidth in all areas requiring wireless network coverage, as agreed upon by LTI-IT and Client.</p> <p><u>Please note:</u> Any Wi-Fi devices, such as access points or routers, that are supplied by Client cannot be older than five (5) years from the applicable device's original date of manufacture, and in all cases must be supported by the manufacturer of the device(s).</p> <p>Please see Anti-Virus; Anti-Malware and Breach / Cyber Security Incident Recovery sections below for important details.</p>
Project Scoping	<p>Labor needed to identify process and cost to implement a project will be included in the Quote.</p> <p>Does not include labor, software, licensing, or hardware needed to complete scoped project.</p> <p>Features may include but are not limited to the following:</p> <ul style="list-style-type: none">Meetings with Client and LTI-IT to identify scope and determine cost.Identifying current Environment to determine impact of project.Identifying potential risks and plan mitigation.Identifying possible roll-back methods in the event of failure or inability to complete the project as scoped.Identifying capital/operational costs for hardware, software, on-going services, and on-going licensing.Identifying documentation updates, changes, or additions needed as a result of the project.Identifying training and messaging needed for Client staff as a result of the project.Identifying downtime or outage estimates.
Software Licensing (applies to all software licensed by or through LTI-IT)	<p>All software provided to Client by or through LTI-IT is licensed, not sold, to Client ("Software"). In addition to any Software-related requirements described in LTI-IT's Master Services Agreement, Software may also be subject to end user license agreements (EULAs), acceptable use policies (AUPs), and other restrictions all of which must be strictly followed by Client and any Client authorized users.</p> <p>When installing/implementing software licenses in the Environment or as part of the Services, we may accept (and Client agrees that we may accept) any required EULAs or AUPs on Client's behalf. Client should assume that all Software has an applicable EULA and/or AUP to which Client's authorized users must adhere.</p> <p>Client may request a copy of the EULA or AUP by submitting a support ticket.</p>

Covered Environment

Unless otherwise stated in the Quote, Covered Devices will only include technology assets (such as computers, servers, and networking equipment) owned by Client's organization. As an accommodation, LTI-IT may provide





guidance in connecting a personal device to Client's organization's technology, but support of personal devices is generally not included in the Scope of Services.

If the Quote indicates that the Services are billed on a "per user" basis, then the Services will be provided for up to two (2) Business Devices used by the number of users indicated in the Quote. A "Business Device" is a device that (i) is owned or leased by Client and used primarily for business, (ii) is regularly connected to Client's managed network, and (iii) has installed on it a software agent through which we (or our designated Third-Party Providers) can monitor the device.

LTI-IT will provide support for any software applications that are licensed through us by utilizing an existing Recurring Labor, Pool Labor, or Hourly Labor authorization. Such software ("Supported Software") will be supported on a "best effort" basis only and any support required beyond Level 2-type support will be facilitated with the applicable software vendor/producer. Coverage for non-Supported Software is outside of the scope of the Quote and will be provided to you on a "best-effort" basis and a time and materials basis with no guarantee of remediation. Should our technicians provide you with advice concerning non-Supported Software, the provision of that advice should be viewed as an accommodation, not an obligation, to you.

If we are unable to remediate an issue with non-Supported Software, then you will be required to contact the manufacturer/distributor of the software for further support. Please note: Manufacturers/distributors of such software may charge fees, some of which may be significant, for technical support; therefore, we strongly recommend that you maintain service or support contracts for all non-Supported Software ("Service Contract"). If you request that we facilitate technical support for non-Supported Software and if you have a Service Contract in place, our facilitation services will be provided by utilizing an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.

In this Services Guide, Covered Hardware and Supported Software will be referred to as the "Environment" or "Covered Equipment."

Physical Locations Covered by Services

Services may be provided remotely unless, at our discretion, we determine that an onsite visit is required. LTI-IT 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 business location. Additional fees may apply for onsite visits: Please review the Service Level section below for more details.

Minimum Requirements / Exclusions

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

- Services are typically available Monday – Friday 8:00 a.m. – 5:30 p.m. ET., excluding LTI-IT-observed holidays as listed in Service Levels section below.
- In response to tickets submitted by Client, LTI-IT will dispatch based off the nature of the ticket and technician availability.
- Client must ensure all software is genuine, licensed, and vendor- or OEM-supported.
- Client Server file systems and email systems (if applicable) must be protected by licensed and up-to-date virus protection software.
- Client ensures all wireless data traffic in the Environment are securely encrypted.
- Client ensures all servers are connected to working UPS devices.



- Client understands 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.
- 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.
- Any costs required to bring the Environment up to these minimum standards may be covered by a Recurring Labor, Pool Labor, or Hourly Labor authorization.

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 LTI-IT. Without limiting the foregoing, the following services are expressly excluded, and if required to be performed, must be agreed upon by LTI-IT in writing:

- Travel time, air fare, travel expenses, and mileage costs.
- 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.
- Dedicated afterhours support.
- Equipment relocation.
- The cost to bring the Environment up to these minimum requirements (unless otherwise noted in the Quote).
- 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.
- Fees incurred by engaging manufacture or third-party support.
- Storage or creation of technical, security, quality, compliance, or other documentation, however LTI-IT reserves the right to store or create such documentation.

Service Levels

Automated monitoring may be provided on an ongoing (*i.e.*, 24x7x365) basis. Response, repair, and/or remediation services (as applicable) will be billed to an existing Recurring Labor, or Pool Labor, or Hourly Labor authorization only during our business hours (currently Monday – Friday 8:00 a.m. – 5:30 p.m. ET., excluding LTI-IT-observed holidays as listed below), unless otherwise specifically stated in the Quote or as otherwise described below.

We will respond to problems, errors, or interruptions in the provision of the Services during business hours. Severity levels will be determined by LTI-IT in our discretion after consulting with Client. Remediation services may initially be attempted remotely; LTI-IT will provide onsite service if remote remediation is ineffective by utilizing an existing Recurring Labor, Pool Labor, or Hourly Labor authorization.

Support During Off-Hours/Non-Business Hours: Technical support provided outside of our normal business hours is offered on a case-by-case basis and is subject to technician availability. If LTI-IT agrees to provide off-hours/non-business hours support (“Non-Business Hour Support”), then that support will be provided by utilizing an existing Recurring Labor, Pool Labor, or Hourly Labor authorization and LTI-IT reserves the right to charge an additional fee, and/or bill at 1.5 times the technician’s hourly rate based on the current year Rate Sheet.

Hourly Labor services may have a one (1) hour minimum and may be billed in 15-minute increments, with partial increments rounded to the next highest increment.



LTI-IT-Observed Holidays: LTI-IT observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day following Thanksgiving Day
- Christmas Day

Fees

The fees for the Services will be as indicated in the Quote and shall automatically increase in December, effective the following month, to the prior 12-month Consumer Price Index, or by 2%, whichever is greater.

Reconciliation. Fees for certain Third-Party Services that we facilitate or resell to you may begin to accrue prior to the “go-live” date of other applicable Services. (For example, Microsoft Azure or AWS-related fees begin to accrue on the first date on which we start creating and/or configuring certain hosted portions of the Environment; however, the Services that rely on Microsoft Azure or AWS may not be available to you until a future date). You understand and agree that you will be responsible for the payment of all fees for Third Party Services that are required to begin prior to the “go-live” date of Services, and we reserve the right to reconcile amounts owed for those fees by including those fees on your monthly invoices.

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

Travel Time. If onsite services are provided, we will travel up to 30 minutes from our office to your location at no charge. Time spent traveling beyond 30 minutes (e.g., locations that are beyond 30 minutes from our office, occasions on which traffic conditions extend our drive time beyond 30 minutes one-way, etc.) will utilize an existing Recurring Labor, Pool Labor, or Hourly Labor authorization. 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/rescheduling, 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 we reserve the right to utilize an existing Recurring Labor, Pool Labor, or Hourly Labor authorization to charge 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.

Access Licensing. One or more of the Services may require us to purchase certain “per seat” or “per device” licenses (often called “Access Licenses”) from one or more Third Party Providers. (Microsoft “New Commerce Experience” licenses as well as Cisco Meraki “per device” licenses are examples of Access Licenses.) Access Licenses cannot be canceled once they are purchased and often cannot be transferred to any other customer. For that reason, you understand and agree that regardless of the reason for termination of the Services, fees for Access Licenses are non-mitigatable and you are required to pay for all applicable Access Licenses in full for the entire term of those licenses. Provided that you have paid for the Access Licenses in full, you will be permitted to use those licenses until they expire.



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”). LTI-IT reserves 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 LTI-IT’s satisfaction.

The Services will continue through the Initial Term until terminated as provided in the Agreement, the Quote, or as indicated in this Service Guide (the “Service Term”).

Per Seat/Per Device Licensing: Regardless of the reason for the termination of the Services, you will be required to pay for all per seat or per device licenses that we acquire on your behalf. Please see “Access Licensing” in the Fees section above for more details.

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 or any of the devices on which we installed software agents. 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, you must remove, package and ship, at your expense and in a commercially reasonable manner, all hardware, equipment, and accessories leased, loaned, rented, or otherwise provided to you by LTI-IT “as a service.” If you fail to timely return all such 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.

Offboarding

Subject to the requirements in the MSA, LTI-IT will off-board Client from LTI-IT’s services by performing one or more of the following:

- Removal / disabling of monitoring agents in the Environment.
- Removal / disabling of endpoint software from the Environment.
- Removal / disabling of Microsoft 365 from the Environment (unless the licenses for Microsoft 365 are being transferred to your incoming provider; please speak to your technician for details.)
- Termination of SQL or Remote Desktop licenses provided by LTI-IT.
- Removal of credentials from the Environment.
- Removal of backup software from the Environment.

Additional Policies

The following additional policies (“Policies”) apply to Services that we provide or facilitate under a Quote. By accepting a Service for which one or more of the Policies apply, you agree to the applicable Policy.

Authenticity



Everything in the Environment must be genuine and licensed, including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. All minimum hardware or software requirements as indicated in a Quote or this Services Guide (“Minimum Requirements”) must be implemented and maintained as an ongoing requirement of us providing the Services to you.

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 LTI-IT, and Client shall not modify these levels without our prior written consent.

Configuration of Third-Party Services

Certain third-party services provided to you under a Quote 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 authorization could disrupt the Services and/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.

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.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware (“Malware”); however, Malware that exists in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which will utilize an existing Recurring Labor, Pool Labor, or Hourly Labor authorization. We do not warrant or guarantee that all malware and viruses will be detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware or a virus will be recoverable. To improve security awareness, you agree that LTI-IT 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 does not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided by utilizing an existing Pool Labor, or Hourly Labor authorization. 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 or systems impacted by the incident will be recoverable or remediated. 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.

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 LTI-IT 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 may depend on the speed and reliability of your internet connection. Internet and telecommunications outages may 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. LTI-IT cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that LTI-IT 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 LTI-IT 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, LTI-IT 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 re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. LTI-IT is not a warranty service or repair center. LTI-IT will facilitate the return or warranty repair of Procured Equipment by utilizing an existing Recurring Labor, Pool Labor, or Hourly Labor authorization; however, Client understands and agrees that (i) 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 LTI-IT will be held harmless, and (ii) LTI-IT is not responsible for the quantity, condition, or timely delivery of the Procured Equipment once the equipment has been tendered to the designated shipping or delivery courier.

Business Review / IT Strategic Planning Meetings

We strongly suggest that you participate in business review/strategic planning meetings as may be requested by us from time to time. These meetings are intended to educate you about recommended (and potentially crucial) modifications to your IT Environment, as well as to discuss your company's present and future IT-related needs. These reviews can provide you with important insights and strategies to make your Environment more efficient and secure. You understand that by suggesting a particular service or solution, we are not endorsing any specific manufacturer or service provider.



VCTO or VCIO Services

The advice and suggestions provided by us in our capacity as a virtual chief technology or information officer (if applicable) will be for your informational and/or educational purposes only. LTI-IT 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 LTI-IT 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.

Penetration Testing; Vulnerability Scanning

You understand and agree that security devices, alarms, or other security measures, both physical and virtual, may be tripped or activated during the penetration testing and/or vulnerability scanning processes, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing or vulnerability scanning services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place, or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for any claims, costs, fees, or expenses arising or resulting from (i) any response to the penetration testing or vulnerability scanning services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

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 Environment ("Testing Activity"). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity are 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.

Obsolescence

If at any time any portion of the Environment becomes outdated, obsolete, reaches the end of its useful life, or acquires "end of support" status from the applicable device or software manufacturer ("Obsolete Element"), then we may designate the device or software as "unsupported" or "non-standard" and require you to update the Obsolete Element within a reasonable time period. If you do not replace the Obsolete Element reasonably promptly, then in our discretion we may (i) continue to provide the Services to the Obsolete Element using our "best efforts" only with no warranty or requirement of remediation whatsoever regarding the operability or functionality of the Obsolete Element, or (ii) eliminate the Obsolete Element from the scope of the Services by providing written notice to you (email is sufficient for this purpose). In any event, we make no representation or warranty whatsoever regarding any Obsolete Element or the deployment, service level guarantees, or remediation activities for any Obsolete Element.



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 Environment. The cost of acquiring licenses is not included in the scope of the Quote unless otherwise expressly stated therein.

VOIP – Dialing 911 (Emergency) Services

The following terms and conditions apply to your use of any VoIP service that we facilitate for you or that is provided to you by a third-party provider of such service. Please note, by using VoIP services you agree to the provisions of the waiver at the end of this section. If you do not understand or do not agree with any of the terms below, you must not subscribe to, use, or rely upon any VoIP service and, instead, you must contact us immediately.

There is an important difference in how 9-1-1 (*i.e.*, emergency) services can be dialed using a VoIP service as compared to a traditional telephone line. Calling emergency services using a VoIP service is referred to as “E911.”

Registration: You are responsible for activating the E911 dialing feature by registering the address where you will use the VoIP service. **This will not be done for you, and you must take this step on your own initiative.** To do this, you must log into your VoIP control panel and provide a valid physical address. **If you do not take this step, then E911 services may not work correctly, or at all, using the VoIP service. Emergency service dispatchers will only send emergency personnel to a properly registered E911 service address.**

Location: The address you provide in the control panel is the location to which emergency services (such as the fire department, the police department, etc.) will respond. For this reason, it is important that you correctly enter the location at which you are using the VoIP services. PO boxes are not proper addresses for registration and must not be used as your registered address. Please note, even if your account is properly registered with a correct physical address, (i) there may be a problem automatically transmitting a caller's physical location to the emergency responders, even if the caller can reach the 911 call center, and (ii) a VoIP 911 call may go to an unstaffed call center administrative line or be routed to a call center in the wrong location. These issues are inherent to all VoIP systems and services. **We will not be responsible for, and you agree to hold us harmless from, any issues, problems, incidents, damages (both bodily- and property-related), costs, expenses, and fees arising from or related to your failure to register timely and correctly your physical location information into the control panel.**

Address Change(s): If you change the address used for E911 calling, the E911 services may not be available and/or may operate differently than expected. Moreover, if you do not properly and promptly register a change of address, then emergency services may be directed to the location where your services are registered and not where the emergency may be occurring. **For that reason, you must register a change of address with us through the VoIP control panel no less than three (3) business days prior to your anticipated move/address change.** Address changes that are provided to us with less than three (3) business days notice may cause incorrect/outdated information to be conveyed to emergency service personnel. If you are unable to provide us with at least three (3) business days notice of an address change, then you should not rely on the E911 service to provide correct physical location information to emergency service personnel. Under those circumstances, you **must** provide your correct physical location to emergency service dispatchers if you call them using the VoIP services.





If you do not register the VoIP service at your location and you dial 9-1-1, that call will be categorized as a “rogue 911 call.” **If you are responsible for dialing a rogue 911 call, you may be charged a non-refundable and non-disputable fee of \$250/call.**

Power Loss: If you lose power or there is a disruption to power at the location where the VoIP services are used, then the E911 calling service will not function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the device prior to utilizing the service, including E911 dialing.

Internet Disruption: If your internet connection or broadband service is lost, suspended, terminated or disrupted, E911 calling will not function until the internet connection and/or broadband service is restored.

Account Suspension: If your account is suspended or terminated, then all E911 dialing services will not function.

Network Congestion: There may be a greater possibility of network congestion and/or reduced speed in the routing of E911 calls as compared to 911 dialing over traditional public telephone networks.

WAIVER: You hereby agree to release, indemnify, defend, and hold us and our officers, directors, representatives, agents, and any third party service provider that furnishes VoIP-related services to you, harmless from any and all claims, damages, losses, suits or actions, fines, penalties, costs and expenses (including, but not limited to, attorneys’ fees), whether suffered, made, instituted or asserted by you or by any other party or person (collectively, “Claims”) arising from or related to the VoIP services, including but not limited to any failure or outage of the VoIP services, incorrect routing or use of, or any inability to use, E911 dialing features. The foregoing waiver and release shall not apply to Claims arising from our gross negligence, recklessness, or willful misconduct.



Acceptable Use Policy

The following policy applies to all hosted services provided to you, including but not limited to (and as applicable) hosted applications, hosted websites, hosted email services, and hosted infrastructure services (“Hosted Services”).

LTI-IT does not routinely monitor the activity of hosted accounts except to measure service utilization and/or service uptime, security-related purposes and billing-related purposes, and as necessary for us to provide or facilitate our managed services to you; however, we reserve the right to monitor Hosted Services at any time to ensure your compliance with the terms of this Acceptable Use Policy (this “AUP”) and our master services agreement, and to help monitor and ensure the safety, integrity, reliability, or security of the Hosted Services.

Similarly, we do not exercise editorial control over the content of any information or data created on or accessible over or through the Hosted Services. Instead, we prefer to advise our customers of inappropriate behavior and any necessary corrective action. If, however, Hosted Services are used in violation of this AUP, then we reserve the right to suspend your access to part or all of the Hosted Services without prior notice.

Violations of this AUP: The following constitute violations of this AUP:

- **Harmful or illegal uses:** Use of a Hosted Service for illegal purposes or in support of illegal activities, to cause harm to minors or attempt to contact minors for illicit purposes, to transmit any material that threatens or encourages bodily harm or destruction of property or to transmit any material that harasses another is prohibited.
- **Fraudulent activity:** Use of a Hosted Service to conduct any fraudulent activity or to engage in any unfair or deceptive practices, including but not limited to fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” and “chain letters” is prohibited.
- **Forgery or impersonation:** Adding, removing, or modifying identifying network header information to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **SPAM:** LTI-IT has a zero-tolerance policy for the sending of unsolicited commercial email (“SPAM”). Use of a Hosted Service to transmit any unsolicited commercial or unsolicited bulk e-mail is prohibited. You are not permitted to host, or permit the hosting of, sites or information that is advertised by SPAM from other networks. To prevent unnecessary blacklisting due to SPAM, we reserve the right to drop the section of IP space identified by SPAM or denial-of-service complaints if it is clear that the offending activity is causing harm to parties on the Internet, if open relays are on the hosted network, or if denial of service attacks are originated from the hosted network.
- **Internet Relay Chat (IRC).** The use of IRC on a hosted server is prohibited.
- **Open or “anonymous” proxy:** Use of open or anonymous proxy servers is prohibited.
- **Cryptomining.** Using any portion of the Hosted Services for mining cryptocurrency or using any bandwidth or processing power made available by or through a Hosted Services for mining cryptocurrency, is prohibited.
- **Hosting spammers:** The hosting of websites or services using a hosted server that supports spammers, or which causes (or is likely to cause) our IP space or any IP space allocated to us or our customers to be listed in any of the various SPAM databases, is prohibited. Customers violating this policy will have their server immediately removed from our network and the server will not be reconnected until such time that the customer agrees to remove all traces of the offending material immediately upon reconnection and agree to allow LTI-IT to access the server to confirm that all material has been completely removed. Any subscriber guilty of a second violation may be immediately and permanently removed from the hosted network for cause and without prior notice.
- **Email/message forging:** Forging any email message header, in part or whole, is prohibited.



- **Unauthorized access:** Use of the Hosted Services to access, or to attempt to access, the accounts of others or to penetrate, or attempt to penetrate, LTI-IT's security measures or the security measures of another entity's network or electronic communications system, whether or not the intrusion results in the corruption or loss of data, is prohibited. This includes but is not limited to accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks, as well as the use or distribution of tools designed for compromising security such as password guessing programs, cracking tools, or network probing tools.
- **IP infringement:** Use of a Hosted Service to transmit any materials that infringe any copyright, trademark, patent, trade secret or other proprietary rights of any third party, is prohibited.
- **Collection of personal data:** Use of a Hosted Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent is prohibited.
- **Network disruptions and sundry activity.** Use of the Hosted Services for any activity which affects the ability of other people or systems to use the Hosted Services or the internet is prohibited. This includes "denial of service" (DOS) attacks against another network host or individual, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
- **Distribution of malware:** Intentional distribution of software or code that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems is prohibited.
- **Excessive use or abuse of shared resources:** The Hosted Services depend on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited. You are prohibited from excessive consumption of resources, including CPU time, memory, and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of our systems or networks.
- **Allowing the misuse of your account:** You are responsible for any misuse of your account, even if the inappropriate activity was committed by an employee or independent contractor. You shall not permit your hosted network, through action or inaction, to be configured in such a way that gives a third party the capability to use your hosted network in an illegal or inappropriate manner. You must take adequate security measures to prevent or minimize unauthorized use of your account. It is your responsibility to keep your account credentials secure.

To maintain the security and integrity of the hosted Environment, we reserve the right, but not the obligation, to filter content, LTI-IT requests, or website access for any web requests made from within the hosted Environment.

Revisions to this AUP: We reserve the right to revise or modify this AUP at any time. Changes to this AUP shall not be grounds for early contract termination or non-payment.