

QUOTE #	
DATE	



## MASTER SERVICES AGREEMENT:

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4580 McKnight Road  
Pittsburgh, PA 15237  
412.931.1111

## Master Service Agreement

This Master Service Agreement (“MSA”) sets forth the terms and conditions under which Network Access Corp. (“NAC”) shall provide Products and Services to \_\_\_\_\_ (“Client”). Client’s execution of this MSA constitutes acceptance of the terms and conditions stated herein.

The Parties agree as follows:

### 1. SERVICE ATTACHMENTS

The services to be delivered by NAC and the fees for those services are described in one or more Service Attachments to this MSA. The services to be provided under the Service Attachments are the “Services.” The Service Attachments identify the terms and conditions applicable to particular Services, as opposed to those generally applicable to all Services. Except for Supplemental Services, and unless otherwise agreed in writing, the services to be delivered by NAC to Client are limited to those Services specifically described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and the terms of this MSA, the terms in the Service Attachment control.

### 2. AGREEMENT TERM

This MSA commences on the MSA Effective Date and will remain in effect until either party terminates it as permitted herein. Either party may terminate this MSA for any reason upon at least thirty (30) days advance, written notice given to the other party. However, termination of this MSA will not, by itself, result in the termination of any Service Attachments, and this MSA will remain in effect notwithstanding any notice of termination unless and until all Service Attachments are terminated or expire according to their terms.

### 3. FEES AND PAYMENTS

During the term of this agreement, on each item of equipment, service, and circuits covered hereby, Client shall pay the charges specified in the associated Service Attachment.

All charges and fees to be paid by Client under this MSA are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. Client is responsible for the payment of any and all such taxes.

Client shall pay the full amount reflected on any invoice as owed to NAC within thirty (30) days of the date of that invoice (the “Payment Deadline”). Client shall pay a late charge of one and one half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid by the Payment Deadline. If Client disputes in good faith all or any portion of the amount due on any invoice, or if Client otherwise requires any adjustment to an invoiced amount, Client must notify NAC of the nature and basis of the dispute and/or adjustment in writing prior to the Payment Deadline. The parties shall use their reasonable best efforts to resolve the dispute prior to the Payment Deadline. However, if the parties are unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount to NAC by the Payment Deadline. If it is ultimately determined that the disputed amount should not have been paid by Client to NAC, NAC shall apply a credit equal to that amount on Client’s next invoice.

If Client fails to pay all amounts owed to NAC under this MSA when due, then upon at least ten (10) days prior, written notice to Client, and in addition to any other remedies available at law or in equity, NAC may suspend Services under this MSA until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to NAC, NAC shall restore the

Services after validating that all components to be monitored and/or managed under any applicable Service Attachment comply with NAC’s level of security, updates and best practices. NAC’s right to suspend Services under this section is in addition to NAC’s right to terminate any Service Attachment for non-payment.

### 4. NAC BUSINESS HOURS

NAC’s Normal Business Hours are from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday “Weekdays”.

NAC’s Extended Business Hours are from 5:00 p.m. to 8:00 p.m. Eastern Time, Monday through Friday “Weekdays” and are available to Clients a contract basis.

NAC’s After Business Hours are from 5:00 p.m. to 8:00 a.m. Eastern Time, Monday through Thursday, and from 5:00 p.m. Eastern Time on Fridays to 8:00 a.m. on Mondays “Weekends”.

### 5. NAC RECOGNIZED HOLIDAYS

NAC is closed on the following NAC-recognized holidays:

- New Year’s Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving
- Christmas Day

### 6. RIGHTS TO CLIENT WORKS

Any original work, regardless of medium, that NAC delivers to Client and that does not consist of modifications to an existing NAC Work (as defined below) is a “Client Work,” is to be deemed a “work made for hire” under U.S. law, and is the sole, exclusive property of Client, except for the following items, which do not constitute Client Works:

- Software, including but not limited to any proprietary code, source code and object code, that is subject to third-party license agreements;
- Those portions of any deliverable consisting of information in the public domain;
- Those portions of any deliverable consisting of generic ideas, concepts, business know-how and work processes, and techniques within the computer design, support and consulting business generally; and
- Those portions of any deliverable consisting of general computer consulting knowledge and information NAC had or acquired during the performance of its Service for Client, not including any proprietary business information of Client, conveyed to NAC by Client.

To the extent any Client Work may be deemed not to be a “work made for hire” under applicable law, NAC hereby irrevocably assigns and conveys to Client all of its copyright in that Client Work. NAC further hereby irrevocably assigns to Client all of its patent,

copyright, trade secret, know-how and other proprietary and associated rights in any Client Work.

Client hereby grants NAC a limited, non-exclusive, revocable, royalty-free license to use any Client Works for NAC's internal business purposes during the term of this MSA.

**7. RIGHTS TO NAC WORKS**

Any writing or work of authorship, regardless of medium, created or developed by NAC or Client in the course of performance under this Agreement and related to existing works owned by NAC is a "NAC Work," is not to be deemed a "work made for hire," and is and will remain the sole, exclusive property of NAC. To the extent any NAC Work for any reason is determined not to be owned by NAC, Client hereby irrevocably assigns and conveys to NAC all of its copyright in such NAC Work. Client further hereby irrevocably assigns to NAC all of its patent, copyright, trade secret, know-how and other proprietary and associated rights in any NAC Work.

NAC hereby grants Client a limited, non-exclusive, revocable, royalty-free license to use any NAC Works for Client's internal business purposes only during the term of this MSA.

**8. CLIENT EQUIPMENT**

"Equipment" means any data-communications, network-security, or other information-technology product or device.

In the event that NAC facilitates the return of Client-owned Equipment on Client's behalf:

- Client shall provide a designated contact to assist in unpacking and installing the replacement Equipment.
- Client shall follow the instructions provided by the NetWatchman Certified Support Agent via phone or in writing.
- Client shall represent and warrant that any exchanged Equipment provided to NAC is owned by the Client or NAC and is free from any outstanding liens, security interests or other encumbrances. Client shall agree to hold NAC harmless from any claim asserted against NAC or against the Equipment accepted by NAC when that claim is based upon a violation of this warranty.
- The return of failed Equipment will be at Client's expense and must occur within five (5) working days of the receipt of the advance replacement.
- NAC will not accept any return of defective Equipment unless a Return Authorization (RA) number has been issued.
- Client is responsible for keeping any shipment containers, boxes, packing materials that may be needed to properly protect and return Equipment to NAC as needed.
- Client may be charged for packing materials.
- Client shall be charged for Equipment damaged due to inadequate packaging at the manufacturer's current list price.
- Client shall ensure Products are returned with delivery signature confirmation.
- Client shall be responsible for returned Products until received, inspected, and accepted by NAC.
- Client shall be charged for lost Equipment at the manufacturer's current list price.

**9. NAC EQUIPMENT**

"NAC Equipment" means any computer Equipment delivered by NAC and used at Client's location to facilitate the delivery of Services to Client.

NAC is and will remain the sole owner of any NAC Equipment provided by NAC. NAC Equipment is provided by NAC to Client on a rental basis only, and this MSA transfers to Client no NAC Equipment ownership rights of any kind.

NAC has and will retain sole discretion to determine the appropriate NAC Equipment and associated software, if any, to be used at Client's location, provided that NAC's determination does not materially impair the availability or delivery of services under this MSA. NAC also has and will retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the NAC Equipment.

NAC makes no independent representations or warranties with respect to the NAC Equipment. Any third-party warranties are the exclusive remedies of Client with respect to such NAC Equipment. In the event of an NAC Equipment malfunction, NAC will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the NAC Equipment in use at Client's location.

Client shall take reasonable care of the NAC Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. Client is responsible for all damage to or loss of the NAC Equipment used at Client's location, other than loss or damage caused by NAC's employees or contractors. In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the NAC Equipment. Such policy or policies of insurance must cover the NAC Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name NAC as an insured beneficiary with respect to the NAC Equipment. Upon demand by NAC, Client shall produce evidence to NAC that such insurance is being maintained and is valid.

Client is responsible for providing the necessary power, network connection and appropriate environment to support the NAC Equipment.

Client shall not remove any sign, label or other marking on the NAC Equipment identifying NAC as the owner of the NAC Equipment. Client does not acquire and will not acquire any rights of ownership in the NAC Equipment by virtue of this MSA, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the NAC Equipment or any equipment at NAC's data centers.

On termination of any Service Attachment pursuant to which NAC delivers NAC Equipment to Client, Client shall allow NAC and its employees and contractors reasonable access to Client's premises to remove the NAC Equipment.

**10. NAC SOFTWARE**

"NAC Software" means all and any software, firmware, equipment instructions or software scripts installed or otherwise deployed on the NAC Equipment or provided by NAC to Client for installation on Client's computer equipment.

This MSA does not transfer any right, title, or interest in the NAC Software to Client. Client's use of the NAC Software is subject to all applicable terms of any end-user license agreement pertaining to the NAC Software, a copy of which will be made available to Client upon request.

Client shall not, and shall not permit any third party, to:

- Distribute or allow others to distribute copies of the NAC Software or any part thereof to any third party,
- Tamper with, remove, reproduce, modify or copy the NAC Software or any part thereof,
- Provide, rent, sell, lease or otherwise transfer the NAC Software or any copy or part thereof or use it for the benefit of a third party, or
- Reverse assemble, reverse compile or reverse engineer the NAC Software or any part thereof, or otherwise attempt to discover any NAC Software source code or underlying proprietary information except as may be permitted by law.

**11. NON-DISCLOSURE AND CONFIDENTIALITY**

Each party and its employees or agents may be exposed to or may acquire information that is proprietary or confidential to the other party. Each party shall hold such "Confidential Information" in strict confidence and shall not disclose any such information to any third party. Confidential Information includes but is not limited to: (a) any NAC technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Client; (b) any business plans or financial information of the other party; and (c) any information labeled as "confidential," all regardless of whether such information would be protected under the common law.

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

**12. NON-SOLICITATION OF EMPLOYEES**

Client and NAC each shall not, during the term of this Agreement and for a period of two (2) years following termination of this Agreement solicit the employment of, employ or contract with NAC personnel or Client personnel, as applicable, with whom Client or NAC has had contact under this Agreement. If Client or NAC breaches this paragraph, Client or NAC as applicable shall pay as liquidated damages, and not as a penalty, the sum equal to one hundred percent (100%) of the employee's annual salary. If NAC or Client waives this restriction, Client or NAC as applicable, shall reimburse NAC's or Client's mutually agreed upon costs of external recruitment, training and lost revenues.

**13. WARRANTIES**

NAC warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of any applicable Service Attachment. All Services will be deemed accepted unless Client notifies NAC in writing within ten (10) working days after performance that the Services did not conform to this warranty. NAC promptly will correct any nonconformities and will notify Client in writing that the non-conformities have been corrected.

**EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, NAC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**14. INDEMNIFICATION**

Client shall defend, indemnify and hold NAC harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- NAC's use, access or modifications of any software that Client has requested NAC use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Client's use of any Services in violation of any provisions of, or Client representations in, the Service Attachments under which NAC provides such Services to Client violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right.

Client further shall pay any judgments or settlements based on any such claims.

NAC shall defend, indemnify and hold Client harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that any of the Services or deliverables provided by NAC infringe any patent, copyright, trademark, trade secret or other intellectual property right, and NAC shall pay any judgments or settlements based on any such claims.

**15. LIMITATION OF LIABILITY**

**NAC'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT DURING THE SERVICE MONTH IMMEDIATELY PRECEDING THE DATE OF CLIENT'S PROVEN LOSS UNDER THE SERVICE ATTACHMENT MOST CLOSELY ASSOCIATED WITH CLIENT'S CLAIM.**

**EACH PARTY'S LIABILITY UNDER THE AGREEMENT ALSO IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY THE OTHER PARTY. NEITHER PARTY IS TO BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF AN OTHERWISE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**16. FORCE MAJEURE**

Neither Party shall be liable for any delay or failure in delivery or performance, other than the payment of money, due to causes beyond its reasonable control, which causes shall include, without limitation, acts of God, acts of civil or military authorities, fire, strikes, power surges, power outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies not caused by a Party, or widespread and prolonged loss of use of the Internet. In the event of any delay, the set date(s) of delivery and performance, if any, shall be extended for a reasonable period.

**17. INDEPENDENT CONTRACTOR**

Unless otherwise agreed, NAC will perform all Services solely in NAC's capacity as an independent contractor and not as an employee, agent or representative of Client.

**18. GOVERNING LAW**

This agreement shall be governed exclusively by the laws of the Commonwealth of Pennsylvania. In the event that any portion of this agreement is held invalid by a court of competent jurisdiction, the remaining portions of this agreement shall remain in full force and effect. Both parties agree to submit to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania for any action arising related to this Agreement, and Client agrees to reimburse NAC for expenses incurred related to any action arising from this Agreement and successfully defended by NAC.

**19. WAIVER**

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

**20. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such term or provision shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the Parties.

**21. SURVIVAL**

The duties and obligations of the parties with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this MSA.

**22. ASSIGNMENT**

CLIENT MAY NOT ASSIGN ANY RIGHT OR DELEGATE ANY OBLIGATION UNDER THIS AGREEMENT WITHOUT NAC'S PRIOR WRITTEN CONSENT, WHICH WILL BE NOT UNREASONABLY WITHHELD. CLIENT MAY WITHOUT CONSENT, ASSIGN THIS AGREEMENT AND/OR DELEGATE OBLIGATIONS HEREIN TO THE SUCCESSOR TO CLIENT BY MERGER, ACQUISITION, OR CONSOLIDATION.

**23. ENTIRE AGREEMENT**

This Agreement and all documents referenced herein, including all Quotes, SOW(s) and Purchase Orders, constitute the entire Agreement and understanding between NAC and Client and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. No change, modification or waiver of any of the terms of this Agreement shall be binding unless made in writing and signed by both parties.

**24. NOTICES**

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, emailed, delivered by facsimile with a confirmation report, or when mailed by overnight delivery service, or certified mail, postage prepaid, return receipt requested, to the addresses indicated below. The parties may change the addresses on thirty (30) days' written notice.

Contacts for Notices:

**Network Access Corporation**  
Attn: Contracts Manager  
4580 McKnight Road  
Pittsburgh, PA 15237  
412-931-1111 Office  
412-931-0664 Fax  
info@networkaccess.com

**Client**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**AGREEMENT ACCEPTANCE**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

**NETWORK ACCESS CORPORATION** \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Service Attachment for Managed Services

This Service Attachment is between NAC and Client, as of the date signed below by both parties and is pursuant to the terms of the MSA signed by the parties. This Service Attachment is a part of, is subject to, and is governed by the terms of the MSA. In the event of any conflict between the terms of this Service Attachment and the terms of the MSA, the terms in this Service Attachment control.

### 1. DEFINITIONS

The headings used herein are for the convenience of the Parties only and shall not affect the construction or interpretation hereof. Definitions of key Service Attachment terms can be found in Appendix E of this document.

### 2. MANAGED SERVICES

NAC will deliver to Client the IT infrastructure monitoring and management Services identified in Appendix A to this Service Attachment. The NAC service level selected by client will be identified in Appendix F to this Service Attachment or in one or more NAC SOWs or quotes covering Client's location(s). The implementation of Managed Services will commence upon Client's issuance of a Purchase Order or Client-approved and signed Quote or SOW. The issuance of a Client Purchase Order constitutes Client approval of the NAC Quote or SOW. Any change to an approved Quote or SOW must be submitted by Client to NAC via hardcopy or email by an Authorized Client Contact and approved by NAC management.

### 3. TERM

The Service Attachment start date is the date that NAC signs this Service Attachment. The initial term of this Service Attachment is thirty-six (36) months following the Service Attachment start date unless specified otherwise in Appendix F.

The term of this Service Attachment will automatically renew for successive periods of twelve (12) months upon the expiration of the original term and all renewal terms at the same rates and pricing unless either party provides written notice of its intent not to renew no earlier than ninety (90) calendar days, nor later than thirty (30) calendar prior to the expiration date of the then-current term.

### 4. TERMINATION

Either party may terminate this Service Attachment or to cancel any Quote or SOW upon ninety (90) days' advance, written notice, without cause.

In the event of the termination or cancellation of this Service Attachment or of a Client-Approved Quote or SOW, Client shall reimburse NAC for the following items:

- Any expenses incurred by NAC for cancelling any Circuits or Products ordered on Client's behalf;
- Any installation charges paid to others by NAC;
- Any pro-rated usage charges incurred by NAC;
- Any minimum term/early termination fees or charges incurred by NAC;
- Any out-of-pocket expenses incurred by NAC arising from such cancellation (including without limitation the amount charged to NAC from its communication carriers, manufacturers, vendors, distributors or subcontractors caused by Client's request for cancellation); and
- Any remaining, pro-rated portion of NAC's installation fees and charges.
- In the event that Client terminates or cancels this Service Attachment or a Client-Approved Quote or SOW without cause, Client also shall reimburse NAC for 100% of the remaining term Service Fees.
- If either party terminates this Service Attachment, NAC shall assist Client in the orderly termination of services, including

timely transfer of the services. Client shall pay NAC the actual costs of delivering any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to software services supplied by NAC. NAC immediately will uninstall all affected software from Client owned devices by NAC, and Client hereby consents to such uninstall procedures.

### 5. TERMINATION FOR CAUSE

Either party may terminate this Service Attachment, any Quote or SOW for cause without penalty. ("Cause") shall be defined as a breach of any material provision of this Service Attachment, any Quote or SOW, provided that written notice of such breach has been provided to the breaching party no later than thirty (30) days from the date of the breach, and the breach has not been resolved by the breaching party within thirty (30) days from the delivery of the notice.

### 6. SERVICE FEES

During the term of this Service Attachment, on each item of equipment, service, and circuits covered hereby, Client shall pay the charges specified in Appendix F or the associated SOW or Quote. Charges will commence on the date of installation of the equipment ready for use, as certified by NAC, except that in the case of previously installed equipment such charges will commence from the date of acceptance of this agreement by NAC. All charges for services performed under this Service Attachment are payable monthly in advance, unless other terms are set forth in writing. Services will be denied and may be terminated at NAC's discretion for invoices not paid by the invoice payment term due date.

NAC also may charge Client an inspection (NAC Certification Fee) to ensure the configuration and condition of Client-Owned Equipment and Systems to be NAC-Managed are in acceptable and manageable order.

### 7. FEE ADJUSTMENTS

NAC may adjust the Service Fees charged to client as follows:

- Network Growth. During the term of this Service Attachment, if the number of devices or networks to be covered within the scope of this Service Attachment exceeds the number of devices or networks indicated on the effective Pricing and Support Addendum, NAC may apply a pro rata adjustment to the total Service Fees based on the then-current fee rates specified in the Pricing and Support Addendum. Client shall pay all Service Fees owed to NAC as they become due following any such adjustment.
- Service Fee Rate Increases. At any time after the parties sign this Service Attachment, NAC may elect to raise the fees that it charges for any Services provided to Client under this Service Attachment. NAC shall give Client no less than thirty (30) days' notice of any such increase in fees to be charged. Following its receipt of such notice, Client may terminate this agreement without incurring any additional charges or penalties, if any, that it ordinarily would incur for such termination.

### 8. CLIENT RESPONSIBILITIES

In order for NAC to deliver Services to Client under this Service Attachment, Client must reasonably cooperate with NAC's

requests for information and minor on-site tasks. That cooperation includes, but is not limited to, the following:

- Confirmation and maintenance of a list of authorized site contact, and backup contact information (name, address, cell phone, and email address). NAC is not responsible for missed maintenance notifications due to out-of-date Authorized Contact information.
- Maintenance of current licenses and manufacturer technical support subscriptions for all Client-Owned Equipment and Systems Managed by NAC
- Delivery of a Letter of Agency to NAC for NAC to be authorized to act on Client's behalf with Client's Carriers, Equipment Suppliers, and Manufacturers for any Client-Owned Equipment, Systems, or Circuits.
- Prompt responsiveness to NAC's NetWatchman Certified Support Agent's telephonic or written requests for Service-related information, instructions, and performance of basic diagnostic tests as needed.
- Assistance and/or confirmation of the means for NetWatchman Certified Support Agents to connect to NAC-managed equipment remotely for management, administration, configuration, and diagnostic purposes.
- Delivery to NAC support personnel of safe and unfettered access to NAC-Managed equipment to provide Services. NAC may invoice Client for access delays in excess of thirty (30) minutes at NAC's "Non-Covered Services" rates then in effect.

**9. NON-COVERED SERVICES**

Services not covered under this Service Attachment include, but are not limited to the items contained in this section. Services not covered under this Service Attachment will be invoiced to Client by NAC at the rates listed in Appendix D.

NAC requires written preauthorization from an authorized Client Contact via hardcopy, email, or fax for any requests for Services not covered under this Service Attachment, travel expenses, expedited scheduling fees, work to be performed during Non-Business Hours, Weekends, or NAC Recognized Holidays. The Client shall be responsible for paying for all Services provided and expenses incurred under this Service Attachment.

All charges for Services rendered under "Non-Covered Services" shall be invoiced to the Client at work completion or on no less than a monthly basis for continuing Services or open Service Orders, and shall be paid according to Net 15 Day terms.

Services rendered under "Non-Covered Services" shall be delivered on an "as needed, as available" basis.

"Non-Covered Services" does not guarantee the availability of any particular NAC employee or subcontractor for the delivery of these Services, nor any response time obligation by NAC.

In many instances "Non-Covered Services" will require a separate Quote or SOW with an appropriate level of consideration and project planning to minimize risk and ensure a successful project completion.

All "on-site" Services will be billed portal-to-portal from the nearest NAC facility with a four-hour minimum, then in one-half hour increments. All "off-site" and/or "phone support" Services will be billed at a two-hour minimum, then in one-quarter hour increments.

Services performed under "Non-Covered Services" are to be scheduled a minimum of five (5) business days in advance, or an Expedited Scheduling Fee will apply. In the event that the Client wishes to cancel or re-schedule Services requested under "Non-

Covered Services" which has been accepted and scheduled by NAC, notice must be given a minimum of two (2) business days in advance or additional charges will apply. Any Services re-scheduled are subject to the five (5) business day advance notice requirement from the date that re-scheduling is requested.

The delivery of Services outlined under Non-Covered Services may require a combination of "on-site Services", "off-site Services" and "phone support" as listed in this Service Attachment. The sum of all efforts in each category will be billable. All Services provided under this Service Attachment shall be billed in accordance with NAC's then-current Published Pricing and Rate Schedule.

**10. EXAMPLES OF NON-COVERED SERVICES**

The following items are a non-comprehensive listing of non-covered services for illustrative purposes.

- The implementation of non-NAC-provided Circuits, carrier Services, Equipment and Devices.
- Instances of no trouble found with NAC-managed Circuits, Equipment, and systems.
- Requests for Software upgrades to be completed after normal business hours.
- The resolution of problems, outages, or failures of NAC-provided Circuits and Equipment as a result of maintenance, repair, or re-configuration performed by non-NAC personnel or non-NAC-designated representatives.
- Client requested NAC support Services for any third-party Services not covered by this Service Attachment.
- On-site Incident and Remediation Management for sites greater than fifty (50) miles from NAC. (Such requests will be handled on a case-by-case basis at NAC's sole discretion.)
- Client electrical work requests or issues.
- Client requests for installation, maintenance, removal or alteration of non-NAC-provided Devices unless agreed upon by NAC Quote or SOW.
- Services that are not practical or possible for NAC to render due to the alteration of Equipment or the attachment of non-managed Equipment.
- Replacement of failed managed Equipment not covered by a manufacturer support contract.
- Repair of Equipment damage, replacement, parts maintenance, or increase in service time caused by any of the following circumstances:
  - Client's failure to comply with the Equipment manufacturers' operational environment specifications including but not limited to; adequate space, electrical power, grounding, temperature, humidity, and dust particulates.
  - Client's failure to provide a safe environment consistent with all local, state and federal laws and safety standards.
  - Client's failure to provide adequate, accurate and timely (within one hour of request) information related to any internal Client technology infrastructure information required for remediation Services as requested by NetWatchman Certified Support Agents and as outlined in Client Responsibilities.
  - Client's failure to provide adequate, accurate and timely information related to third party and telecommunications carrier/ISP Services required for remediation Services as requested by NetWatchman

- Certified Support Agents and as outlined in Client Responsibilities.
- Neglect, misuse or abuse of Equipment.
- Accident or disaster caused by (but not limited to) an Act of God, electrical surges, transportation damage, burglary, and vandalism (physical, electronic, and/or cyber-attack).
- Alteration, rearrangement or relocation including any deviation from manufacturer's specifications.
- Attachment of cables, connectors, external Devices, including any interconnection to Equipment not conforming to manufacturer specifications or to NetWatchman Certified Support Agents.
- Service disruptions caused by communication carriers, public utilities, or third-party service providers.

**11. FIELD TECHNICIAN CHARGE (FTC)**

FTC is the charge assessed by NAC for each dispatch of a NAC technician to support Service installation or trouble resolution. The FTC shall be calculated based upon the then current hourly rates and shall be rounded up to the nearest full hour. The FTC may be waived at NAC's sole discretion if the root cause for the dispatch is determined to be the responsibility of NAC.

**12. MISSED APPOINTMENT FEE**

Client or Client's authorized representative must be available at Client or Affiliate site for the scheduled installation appointment date and time. The installation shall be rescheduled should Client or Client's authorized representative not be available within thirty (30) minutes past the scheduled installation appointment time.

Re-scheduling such missed appointment will incur a Missed Appointment Fee at the then current applicable rate. Client must provide a forty-eight (48) hour advance request for all appointment re-scheduling to avoid Missed Appointment Fees.

**SERVICE ATTACHMENT ACCEPTANCE**

IN WITNESS WHEREOF, the Parties have caused this Service Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Service Attachment.

**NETWORK ACCESS CORPORATION**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



APPENDIX A

**NetWatchman Managed Service Level Matrix for Servers/San/Desktop**

<b>Server/San/Desktop Monitoring and Support</b>	<b>Silver</b>	<b>Gold</b>	<b>Platinum</b>
Quarterly Client Review Meetings (reporting on all proactive maintenance and support efforts performed)	X	X	X
Server Health and Application Availability Monitoring - 24x7	X	X	X
Automated Email/Text Customized Alert Notification	X	X	X
Web Portal Access for Opening and Tracking Support Tickets	X	X	X
On Demand Server Health and Application Availability Reporting 8x5 M-F	X	X	X
Virtual Host (Hypervisor) Patching 8x5 M-F	X	X	X
Virtual Machine Provisioning and Management 8x5 M-F	X	X	X
Anti-virus Monitored and Verified 8x5 M-F	X	X	X
Disk Space Monitored, Verified and Trended 8x5 M-F	X	X	X
Windows Event Logs Monitored and Verified 8x5 M-F	X	X	X
Windows Updates Applied and Verified 8x5 M-F	X	X	X
Windows Service Packs Applied and Verified 8x5 M-F	X	X	X
Windows Services Monitored, Managed and Remediation 8x5 M-F	X	X	X
Minor Configuration/Change Management - 8x5 M-F	X	X	X
Remote Support and Remediation - 8x5 M-F with 30 Minute Response Time	X	X	X
Third Party Vendor Liaison - Remote 8x5 M-F	X	X	X
Remote Emergency Support and Remediation 24x7 with 1 Hour Response Time		X	X
Virtual Host (Hypervisor) Patching 24x7		X	X
Windows Updates Applied and Verified 24x7		X	X
Windows Service Packs Applied and Verified 24x7		X	X
Windows Services Monitored, Managed and Remediation 24x7		X	X
Virtual Machine Emergency Provisioning and Management 24x7		X	X
Third Party Vendor Liaison – Remote 24x7		X	X
On Site Emergency Support and Remediation - 8x5 M-F			X

APPENDIX A

**NetWatchman Managed Service Level Matrix for Network Devices**

<b>Network Device Monitoring and Support</b>	<b>Silver</b>	<b>Gold</b>	<b>Platinum</b>
Quarterly Client Review Meetings (reporting on all proactive maintenance and support efforts performed)	X	X	X
Health and Application Availability Monitoring - 24x7	X	X	X
Automated Email/Text Customized Alert Notification	X	X	X
Web Portal Access for Opening and Tracking Support Tickets	X	X	X
On Demand Health and Application Availability Reporting 8x5 M-F	X	X	X
Configuration Backup	X	X	X
Configuration Management - 8x5	X	X	X
Incident Priority Management - Remote 8x5	X	X	X
Incident Response Management - Remote 8x5	X	X	X
Configuration Management - 8x5	X	X	X
Remote Remediation - 8x5 M-F	X	X	X
Manufacturer Vendor Management - Remote 8x5	X	X	X
Service Provider Vendor Management - Remote 8x5	X	X	X
Service Provider Vendor Management - Remote 24x7		X	X
Incident Priority Management - Remote 24x7		X	X
Incident Response Management - Remote 24x7		X	X
Manufacturer Vendor Management - Remote 24x7		X	X
Service Provider Vendor Management - Remote 24x7		X	X
Configuration Management (Emergency) 24x7		X	X
Vulnerability Scanning		X	X
On Site Remediation - 8x5		X	X
On Site Remediation - 24x7			X

**APPENDIX B**

**PRIORITY DEFINITIONS OF INCIDENT TICKETS**

	<b>Priority 1 Ticket</b>	<b>Priority 2 Ticket</b>	<b>Priority 3 Ticket</b>	<b>Priority 4 Ticket</b>	<b>Priority 5 Ticket</b>
<b>Managed Service Clients</b>	<p><b>Major Business Impact</b></p> <p>Complete Failure/loss of connectivity at site</p>	<p><b>Partial Business Impact</b></p> <p>Complete failure of one or more individual Services, or degradation of total network performance that severely restricts ability of users to perform required work</p>	<p><b>Non-Critical Business Impact</b></p> <p>Issues with minimal impact to users' ability to perform required work, or issues with a readily available workaround</p>	<p><b>No Business Impact</b></p> <p>General requests for information, application questions or change requests</p>	
<b>Clients without Manage Service Contracts</b>					<p><b>Non-Contract</b></p> <p>Any issue not covered by a Managed Service Attachment, regardless of severity</p>

**APPENDIX C**

**INCIDENT CONTROL**

Normal Business Hours

<b>Time from Alert</b>	<b>Priority 1 Ticket</b>	<b>Priority 2 Ticket</b>	<b>Priority 3 Ticket</b>	<b>Priority 4 Ticket</b>
<b>30 Minutes</b>	<ul style="list-style-type: none"> <li>• Ticket acknowledged</li> <li>• Ticket assigned</li> <li>• Remediation initiated by Lead Engineer</li> </ul>	<ul style="list-style-type: none"> <li>• Ticket acknowledged</li> <li>• Ticket assigned</li> <li>• Remediation initiated by Lead Engineer</li> </ul>	<ul style="list-style-type: none"> <li>• Ticket acknowledged</li> <li>• Ticket assigned</li> </ul>	<ul style="list-style-type: none"> <li>• Ticket acknowledged</li> <li>• Ticket assigned</li> </ul>
<b>1 Hour</b>	<ul style="list-style-type: none"> <li>• Client updated hourly via email and phone</li> <li>• Engineering Manager updated hourly</li> </ul>			
<b>4 Hours</b>	<ul style="list-style-type: none"> <li>• Client updated hourly via email and phone</li> <li>• Engineering Manager updated hourly</li> <li>• President updated hourly</li> </ul>	<ul style="list-style-type: none"> <li>• Client updated every 4 hours via email</li> <li>• Engineering Manager updated hourly</li> </ul>	<ul style="list-style-type: none"> <li>• Remediation initiated by Lead Engineer</li> </ul>	
<b>8 Hours</b>		<ul style="list-style-type: none"> <li>• Client updated every 4 hours via email</li> <li>• Engineering Manager updated hourly</li> <li>• President updated hourly</li> </ul>	<ul style="list-style-type: none"> <li>• Client updated every 8 hours via email</li> <li>• Engineering Manager updated hourly</li> </ul>	<ul style="list-style-type: none"> <li>• Remediation initiated by Lead Engineer</li> </ul>

**INCIDENT CONTROL**

After Business Hours

<b>Time from Alert</b>	<b>Priority 1 Ticket</b>	<b>Priority 2 Ticket</b>
<b>30 Minutes</b>	<ul style="list-style-type: none"> <li>• Ticket acknowledged</li> <li>• Ticket assigned</li> <li>• Remediation initiated by Lead Engineer</li> </ul>	<ul style="list-style-type: none"> <li>• Ticket acknowledged</li> <li>• Ticket assigned</li> <li>• Remediation initiated by Lead Engineer</li> </ul>
<b>1 Hour</b>	<ul style="list-style-type: none"> <li>• Client updated hourly via email and phone</li> <li>• Engineering Manager updated hourly</li> </ul>	
<b>4 Hours</b>	<ul style="list-style-type: none"> <li>• Client updated hourly via email and phone</li> <li>• Engineering Manager updated hourly</li> <li>• President updated hourly</li> </ul>	<ul style="list-style-type: none"> <li>• Client updated every 4 hours via email</li> <li>• Engineering Manager updated hourly</li> </ul>
<b>8 Hours</b>		<ul style="list-style-type: none"> <li>• Client updated every 4 hours via email</li> <li>• Engineering Manager updated hourly</li> <li>• President updated hourly</li> </ul>

**APPENDIX D**

**NON-COVERED SERVICES RATE SCHEDULE**

Written pre-authorization (via email or fax) from an authorized Client representative is required for any "Non-Covered Services" requested. NAC also requires pre-authorization from the Client in writing should the Client desire to have NAC perform services under this Service Attachment at a site where remote travel expenses, expedited scheduling fees or after-hours rates would apply. The Client shall be responsible for paying for all services provided and expenses incurred under this Service Attachment.

Normal Business Hours	\$150.00 per hour
Outside Normal Business Hours (Monday – Friday)	\$225.00 per hour
Weekends or NAC Company Holidays	\$300.00 per hour
Expedited Scheduling Fee ("On-Site" service requests)	\$500.00
Expedited Scheduling Fee ("Off-Site" service requests)	\$250.00
Expedited Scheduling Fee ("Phone Support" requests)	\$250.00
Cancellation Fee ("On-Site" service requests)	\$300.00
Cancellation Fee ("Off-Site" service requests)	\$150.00
Re-Scheduling Fee ("On-Site" service requests)	\$250.00
Re-Scheduling Fee ("Off-Site" service requests)	\$125.00

APPENDIX E  
TERMINOLOGY

**Authorized Contact:** "Contact" A representative authorized by Client to interact with NAC regarding the Products and Services provided by NAC under this agreement.

**Managed Service Levels:** NAC Managed Services offerings that include various levels of Services to accommodate Client's requirements and budget. (Bronze, Silver, Gold or Platinum). Client may select the desired service level and term for Client and Affiliate sites.

**Cause:** A breach of any material provision of this Service Attachment, any Quote or SOW, provided that written notice of such breach has been provided to the breaching party no later than thirty (30) days from the date of the breach, and the breach has not been resolved by the breaching party within thirty (30) days from the delivery of the notice.

**Change Order:** Client originated request to change an element of a Quote, SOW, Device, Circuit, or Site configuration. To be valid, change orders must be submitted by Client to NAC via hardcopy or email by an Authorized Client Contact.

**Client:** "Client" Party to whom NAC is providing the Products and Services provided herein, by a Quote, or by a Statement of Work.

**Client Affiliates:** "Affiliate" Parties affiliated with Client whom are authorized by Client to obtain Products and/or Services from NAC.

**Client Contact Information:** Contact, and backup contact, name, work phone, mobile phone, and email.

**Client Managed:** Items managed by Client such as: Equipment, Circuits, licenses, service contracts, warranties, and networks.

**Client Owned:** Items owned by Client such as: Equipment, Circuits, licenses, service contracts, warranties, and networks.

**Client Site:** "Site" A Client or Client Affiliate physical location.

**End User:** "Users" refers to the any person authorized by Client to utilize Service.

**Firewall:** Network security device.

**ICMP:** The **Internet Control Message Protocol** is one of the core protocols of the Internet Protocol that includes troubleshooting utilities such as Ping.

**Incident:** "Incident" is defined as a Circuit or technical issue resulting in the degradation or complete loss of service and/or resource access with defined priority levels as described in the NetWatchman Incident Control Lifecycle Management document.

**Minor Changes:** Configuration Change Management requests such as: firewall rule/policy, routing policy, content filtering, or software version upgrades that do not exceed five (5) aggregate NAC hours per Client per month.

**MSA:** "MSA" Master Service Agreement.

**NAC-Managed:** Items managed by NAC such as: Equipment, Circuits, licenses, service contracts, warranties, and networks.

**NAC-Owned:** Items owned by NAC such as: Equipment, Circuits, licenses, service contracts, warranties, and networks.

**NetWatchman:** "NetWatchman" A NAC suite of turnkey communications and security infrastructure solutions to support public or private cloud applications.

**Custom Services:** "Al Carte" Any Client requested Services in addition to, or as an alternative to the standard NAC XXX service offerings. (Bronze, Silver, Gold or Platinum). Custom Services will be provided via NAC Quote or SOW on a case-by-case basis at the direction of Client.

**Non-Covered Services:** Services not specifically addressed or included in this Service Attachment, NAC Quote, or NAC SOW.

**Published Pricing and Rate Schedule:** A listing of NAC's current pricing and rates.

**Quote:** "Quote" A document provided by NAC to Client detailing Products, Services, costs, and schedules in response to Client request for a Client or Affiliate Site.

**Simple Network Management Protocol:** "SNMP" Internet-standard protocol for managing Devices on IP networks.

**Site Contact Information:** Contact, and backup contact, name, work phone, mobile phone, and email.

**Service Level Agreement:** "SLA" Defined level(s) of service including items such as mean time between failures "MTBF", mean time to repair or mean time to recovery "MTTR"; various data rates; throughput; jitter; or similar measurable details.

**Statement of Work:** "SOW" A document provided by NAC to Client detailing Products, Services, pricing, term, and schedules in response to Client request for a Client or Affiliate Site.

**Term:** "Term" The initial period of commitment by Client for the Products and Services contained within this Service Attachment for a Client or Affiliate Site as defined in NAC Quotes and SOW(s) and any renewal periods.

**Windows Management Instrumentation:** "WMI" Infrastructure for management data and operations on Windows-based operating systems.

**APPENDIX F**

**PRICING**

Please refer to individual Statement(s) Of Work or Quote(s) if this Appendix does not contain any charges or pricing.



## Service Attachment for Professional Services

This Service Attachment is a part of, is subject to, and is governed by the terms of the MSA. In the event of any conflict between the terms of this Service Attachment and the terms of the MSA, the terms in this Service Attachment control.

### 1. DEFINITIONS

The headings used herein are for the convenience of the Parties only and shall not affect the construction or interpretation hereof. Definitions of key Service Attachment terms can be found in Appendix E of this document.

### 2. PROFESSIONAL SERVICES

Network Access Corporation (NAC) or a qualified subcontractor will provide the Professional Services described under this Agreement to the party named in the Service Acceptance section of this document (Client). NAC or a qualified subcontractor will provide to Client the Professional Services related to the Client IT infrastructure described in this Service Attachment or in one or more NAC SOWs or quotes covering Client's infrastructure work to be performed. The implementation process will commence upon Client's issuance of a Purchase Order, or a Client-signed NAC Quote, or a Client-signed NAC Scope of Work. The issuance of a Client Purchase Order constitutes Client's approval of a corresponding NAC Quote or NAC Scope of Work. Any change to an approved Quote or SOW must be submitted in writing to NAC by an authorized Client representative via hardcopy, email, or fax and approved by NAC management.

### 3. TERM

The initial term of this Service Attachment is for the duration of the Professional Services engagement and will continue until payment for the Professional Services is received by NAC following the Service Attachment Start Date unless specified otherwise in Appendix C, NAC Quote or NAC Scope of Work. The Start Date of this Service Attachment is the date NAC receives authorization to begin the Professional Services to be provided to Client.

All charges for Services rendered under Professional Services shall be invoiced to the Client upon work completion or on a monthly basis for continuing Services or open Service Orders, and shall be paid according to Net 15 Day terms.

All "on-site" Professional Services will be billed portal-to-portal from the nearest NAC facility with a four-hour minimum, then in one-half hour increments. All "off-site" and/or "phone support" Services will be billed at a two-hour minimum, then in one-quarter hour increments.

Professional Services are to be scheduled a minimum of five (5) business days in advance. An Expedited Scheduling Fee will be assessed to Professional Services requested with less than a five (5) business day notice. Additional charges will be assessed to Professional Services that are canceled or re-scheduled by Client with less than a two (2) business day notice. Any Services re-scheduled are subject to the five (5) business day advance notice requirement from the date the re-scheduling is requested.

The delivery of Professional Services may require a combination of "on-site", "off-site", "remote", and "phone support" services as listed in this Service Attachment. The sum of all efforts in each category will be billable. All Services provided under this Service Attachment shall be billed in accordance with NAC's then-current Published Pricing and Rate Schedule.

### 4. TERMINATION

Either party may terminate this Service Attachment or to cancel any Quote or SOW upon fifteen (15) days' advance, written notice, without cause.

In the event of the termination or cancellation of this Service Attachment or of a Client-Approved Quote or SOW, Client shall reimburse NAC for the following items:

- Any out-of-pocket expenses incurred by NAC arising from such cancellation (including without limitation the amount charged to NAC by its service providers, manufacturers, vendors, distributors or subcontractors caused by Client's request for cancellation); and
- Any remaining, pro-rated portion of NAC's Professional Services fees and charges.

In the event that Client terminates or cancels this Service Attachment or a Client-Approved Quote or SOW without cause, Client also shall reimburse NAC for 100% of the remaining term Service Fees.

If either party terminates this Service Attachment, NAC shall assist Client in the orderly termination of services, including timely transfer of the services. Client shall pay NAC the actual costs of delivering any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to software services supplied to Client by NAC. NAC will immediately uninstall all affected software from Client owned devices, and Client hereby consents to such uninstall procedures.

### 5. TERMINATION FOR CAUSE

Either party may terminate this Service Attachment, any Quote or SOW for cause without penalty. ("Cause") shall be defined as a breach of any material provision of this Service Attachment, any Quote or SOW, provided that written notice of such breach has been provided to the breaching party no later than thirty (30) days from the date of the breach, and the breach has not been resolved by the breaching party within thirty (30) days from the delivery of said notice.

In the event of the termination or cancellation of this Service Attachment or of a Client-Approved Quote or SOW, Client shall reimburse NAC for the following items:

- Any out-of-pocket expenses incurred by NAC arising from such cancellation (including without limitation the amount charged to NAC by its service providers, manufacturers, vendors, distributors or subcontractors caused by Client's request for cancellation); and
- Any remaining, pro-rated portion of NAC's Professional Services fees and charges.

If either party terminates this Service Attachment, NAC shall assist Client in the orderly termination of services, including timely transfer of the services. Client shall pay NAC the actual costs of delivering any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to software services supplied by NAC. NAC immediately will uninstall all affected software from Client owned devices by NAC, and Client hereby consents to such uninstall procedures.

### 6. CLIENT RESPONSIBILITIES

In order for NAC to deliver Services to Client under this Service Attachment, Client must reasonably cooperate with NAC's requests for information and minor on-site tasks. That cooperation includes, but is not limited to, the following:

- Provide NAC the name, street address, email address, cell phone number, of all Client-authorized Site Contacts, and backup



contacts. NAC is not responsible for missed maintenance notifications, or service delays due to inaccurate or outdated Site Contact information.

- Maintenance of current licenses and manufacturer technical support subscriptions for all Client-Owned Equipment and Systems Managed by NAC.
- Compliance with any Equipment manufacturer's operational, environment specifications including but not limited to; adequate space, electrical power and grounding, temperature, humidity, and dust particles.
- Delivery of a Letter of Agency to NAC for NAC to be authorized to act on Client's behalf with Client's Service Providers, Carriers, Equipment Suppliers, and Manufactures for any Client-Owned Equipment, Systems, or Circuits.
- Prompt responsiveness to NAC personnel's telephonic or written requests for Service-related information, instructions, and performance of basic diagnostic tests as needed.
- Assistance and/or confirmation of the means for NetWatchman Certified Support Agents to connect to equipment remotely for management, administration, configuration, and diagnostic purposes as needed.
- Delivery to NAC support personnel of safe and unfettered access to relevant equipment to provide Services consistent with all local, state and federal laws and safety standards. NAC may invoice Client for access delays in excess of thirty (30) minutes at NAC's "Non-Covered Services" rates then in effect.

**7. OUT OF SCOPE SERVICES**

"Out Of Scope Services" not covered under this Service Attachment are any services deemed by NAC not be within the description of Professional Services related to the Client IT infrastructure described in this Service Attachment or in one or more NAC SOWs or quotes covering Client's infrastructure work to be performed. In many instances Out Of Scope Services will require a separate Quote or SOW with an appropriate level of consideration and project planning to minimize risk and ensure a successful project completion. Services not covered under this Service Attachment will be invoiced to Client by NAC at the rates listed in Appendix A.

Services rendered under Out Of Scope Services shall be delivered on an "as needed, as available" basis.

Out Of Scope Services does not guarantee the availability of any particular NAC employee or subcontractor for the delivery of these Services, nor any response time obligation by NAC.

**8. MISSED APPOINTMENT FEE**

Client or Client's authorized representative must be available at Client or Affiliate site for the scheduled installation appointment date and time. The installation shall be rescheduled should Client or Client's authorized representative not be available within thirty (30) minutes past the scheduled installation appointment time.

Re-scheduling such missed appointment will incur a Missed Appointment Fee at the then current applicable rate. Client must provide a forty-eight (48) hour advance request for all appointment re-scheduling to avoid Missed Appointment Fees.

**SERVICE ATTACHMENT ACCEPTANCE**

IN WITNESS WHEREOF, the Parties have caused this Service Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Service Attachment.

**NETWORK ACCESS CORPORATION**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX A  
OUT OF SCOPE RATE SCHEDULE**

Written pre-authorization (via email or fax) from an authorized Client representative is required for any "Out Of Scope Services" requested. NAC also requires pre-authorization from the Client in writing should the Client desire to have NAC perform services under this Service Attachment at a site where remote travel expenses, expedited scheduling fees or after-hours rates would apply. The Client shall be responsible for paying for all services provided and expenses incurred under this Service Attachment.

Normal Business Hours	\$150.00 per hour
Outside Normal Business Hours (Monday – Friday)	\$225.00 per hour
Weekends or NAC Company Holidays	\$300.00 per hour
Expedited Scheduling Fee ("On-Site" service requests)	\$500.00
Expedited Scheduling Fee ("Off-Site" service requests)	\$250.00
Expedited Scheduling Fee ("Phone Support" requests)	\$250.00
Cancellation Fee ("On-Site" service requests)	\$300.00
Cancellation Fee ("Off-Site" service requests)	\$150.00
Re-Scheduling Fee ("On-Site" service requests)	\$250.00
Re-Scheduling Fee ("Off-Site" service requests)	\$125.00

APPENDIX B

Terminology

**Authorized Representative:** An individual authorized by Client to interact with NAC regarding the Products and Services provided by NAC under this agreement.

**Managed Service Levels:** NAC Managed Services offerings that include various levels of Services to accommodate Client's requirements and budget. (Bronze, Silver, Gold or Platinum). Client may select the desired service level and term for Client and Affiliate sites.

**Cause:** A breach of any material provision of this Service Attachment, any Quote or SOW, provided that written notice of such breach has been provided to the breaching party no later than thirty (30) days from the date of the breach, and the breach has not been resolved by the breaching party within thirty (30) days from the delivery of the notice.

**Change Order:** Client originated request to change an element of a Quote, SOW, Device, Circuit, or Site configuration. To be valid, change orders must be submitted by Client to NAC via hardcopy or email by an Authorized Client Representative.

**Client:** "Client" Party to whom NAC is providing the Products and Services provided herein, by a Quote, or by a Statement of Work.

**Client Affiliates:** "Affiliate" Parties affiliated with Client whom are authorized by Client to obtain Products and/or Services from NAC.

**Client Contact Information:** Contact, and backup contact, name, work phone, mobile phone, and email.

**Client Managed:** Items managed by Client such as: Equipment, Circuits, licenses, service contracts, warranties, and networks.

**Client Owned:** Items owned by Client such as: Equipment, Circuits, licenses, service contracts, warranties, and networks.

**Client Site:** "Site" A Client or Client Affiliate physical location.

**Custom Services:** "Al Carte" Any Client requested Services in addition to, or as an alternative to the standard NAC XXX service offerings. (Bronze, Silver, Gold or Platinum). Custom Services will be provided via NAC Quote or SOW on a case-by-case basis at the direction of Client.

**End User:** "Users" refers to the any person authorized by Client to utilize Service.

**Firewall:** Network security device.

**ICMP:** The **Internet Control Message Protocol** is one of the core protocols of the Internet Protocol that includes troubleshooting utilities such as Ping.

**Incident:** "Incident" is defined as a Circuit or technical issue resulting in the degradation or complete loss of service and/or resource access with defined priority levels as described in the NetWatchman Incident Control Lifecycle Management document.

**Minor Changes:** Configuration Change Management requests such as: firewall rule/policy, routing policy, content filtering, or software version upgrades.

**MSA:** "MSA" Master Service Agreement.

**NAC-Managed:** Items managed by NAC such as: Equipment, Circuits, licenses, service contracts, warranties, and networks.

**NAC-Owned:** Items owned by NAC such as: Equipment, Circuits, licenses, service contracts, warranties, and networks.

**NetWatchman:** "NetWatchman" A NAC suite of turnkey communications and security infrastructure solutions to support public or private cloud applications.

**Out Of Scope:** Services that are not specifically addressed or included in this Service Attachment, NAC Quote, or NAC SOW.

**Published Pricing and Rate Schedule:** A listing of NAC's current pricing and rates.

**Quote:** "Quote" A document provided by NAC to Client detailing Products, Services, costs, schedules in response to Client request for a Client or Affiliate Site.

**Simple Network Management Protocol:** "SNMP" Internet-standard protocol for managing Devices on IP networks.

**Site Contact:** An individual authorized by Client to interact with NAC regarding the Products and Services managed by NAC at a Client site.

**Service Level Agreement:** "SLA" Defined level(s) of service including items such as mean time between failures "MTBF", mean time to repair or mean time to recovery "MTTR"; various data rates; throughput; jitter; or similar measurable details.

**Start Date:** The activation date of Managed Services per Client device.

**Statement of Work:** "SOW" A document provided by NAC to Client detailing Products, Services, pricing, term, schedules in response to Client request for a Client or Affiliate Site.

**Term:** "Term" The initial period of commitment by Client for the Products and Services contained within this Service Attachment for a Client or Affiliate Site as defined in NAC Quotes and SOW(s) and any renewal periods.

**Windows Management Instrumentation:** "WMI" Infrastructure for management data and operations on Windows-based operating systems.

**APPENDIX C**

**Pricing**

Please refer to individual Statement(s) of Work or Quote(s) if this Appendix does not contain any charges or pricing.