

## **ComportSecure Managed and Professional Services General Terms**

These Managed and Professional Services General Terms apply to Managed and Professional Services provided by ComportSecure for named Customer and are incorporated into and form an integral part of the General Master Agreement ("**Agreement**"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The purpose of this document is to establish basic terms and conditions applicable to Services enumerated in Comport Sales Quotes ("CSQ") and further detailed in Service Descriptions, SOWs and other addenda of which this document forms a part.

For the avoidance of doubt, the Agreement and the terms described herein should be read as consistent as reasonably possible but where conflict arises, the terms described herein shall control; in the event of a conflict between the terms described herein and the terms of a Service Description, SOW or other addenda, the SOW or Service Description document specifying the Service in question will control.

These terms shall be effective upon the commencement of Services as described in the CSQ, Service Description(s), SOW and associated addenda.

### **Managed Services Basic Terms**

1. Customer will promptly raise issues and concerns with regard to any of the Services, ComportSecure staff, or related to any unanticipated changes impacting the Service or deliverable to the ComportSecure Project Manager, who will track and update those items in a Monthly Status Report (or weekly report if required).
2. Customer acknowledges that timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products as reasonably requested by ComportSecure (collectively, "Cooperation") are essential to the timely and efficient performance of any Services. By way of example but not limitation, ComportSecure shall not be liable for any deficiency in Service performance if such deficiency results from Customer's failure to provide full Cooperation.
3. Customer acknowledges that timely provision of Services under this SOW is based in large part on the accuracy and completeness of the information provided by Customer. In the event that Customer provided information is inaccurate or incomplete, or the Customer objectives change, the SOW may be adjusted by mutual written Change Order.
4. Unless agreed otherwise in writing, the Services, once commenced, will be continuous with no breaks, including time spent by ComportSecure waiting for Customer to provide instructions, environment, review, or to fulfil any other Customer responsibility. ComportSecure reserves the right to stop work to avoid exceeding the amount funded by Customer purchase order. Customer must provide ComportSecure with 14 calendar days-notice prior to terminating or suspending the Services, during which time ComportSecure personnel will continue to invoice for their time.
5. Customer and ComportSecure teams will hold, at a minimum, monthly meetings in person or via phone conference, during the engagement to discuss project status, plan next steps and effort required as well as work jointly to sign off on key milestones as they are met. Monthly Project Status reviews will be followed by a monthly report recapping the meeting and including the details set forth below in this Section. The ComportSecure Project Manager will produce and provide the Customer Project Manager with a copy of this report ("Monthly Status Report"). The Weekly Status Report will be deemed mutually agreed upon as accurate and complete, in the event the Customer's Project Manager does not otherwise state in writing required edits or changes to the ComportSecure Project Manager within five business days from receipt of the Monthly Status Report. The Weekly Status Report will briefly state the progress of the Services, the Services planned for the following month, Customer resources and personnel necessary to help facilitate any scheduled Service delivery; the Monthly Status Report will state any Service delivery issues encountered and any actions agreed upon to help manage or mitigate

the impact of those issues (issue resolution or mitigation plan). The Monthly Status Report will also track the progress on any outstanding Change Order requests, if any.

6. Resources may be provisioned by an authorized customer representative submitting a provisioning support ticket with ComportSecure, or by utilizing the ComportSecure self-provisioning portal.