

## Terms of Service

The following Terms of Service are in effect for any Quisitive Subscription Services unless otherwise specified in the Client’s Subscription Agreement (SA). Subscription Services are defined as Microsoft Support Services and Solutions as a Service (SaaS).

### Billing

- Client will be invoiced at the beginning of each month and payment terms are net 30.
- Client will be billed for the first month upon completion of the operational kickoff meeting.
- Fees will be prorated if the start date of services is short of a full month.
- Microsoft Support Services hours are pre-paid each month and then consumed at the Prepaid Rates specified in the SA. Client may request to exceed the pre-paid subscription amount and will be billed at the Over Microsoft Support Services Rates specified in the SA.
- Subscription Services dollars can only be consumed in the month for which they are billed and do not accumulate nor roll over month-to-month.
- Subscription Services can be used for any supported technology according to the rates specified in the SA.
- Client can request an increase in the number of pre-paid dollars through the use of Change Requests with a minimum of two weeks prior notice. All Change Requests go into effect during the following month of service.
- Subscription Services are billed with a minimum billing increment of one-half (1/2) hour.
- If travel is required and mutually agreed upon, travel expenses (and applicable receipts) will be billed separately at actual cost with the exception of auto mileage, which will be billed at or below current standard IRS reimbursement rates.
- Unless specified in the SA, one-time services will be billed ½ upfront and ½ at the completion of the one-time service.

### Subscription Term

- At the conclusion of the Initial Subscription Term or Trial Term specified in the SA, the subscription will automatically renew for successive annual (12 month) terms. Any Trial Term Discounts will expire upon completion of the Trial Term.
- With sixty (60) days advance notice of a renewal term, Quisitive reserves the right to adjust rates.

### Service Level Agreement (SLA)

Service Level Objective: 100% of tickets will be responded to within the prescribed Response Times, based on the urgency levels:

URGENCY LEVEL	DEFINITION	RESPONSE TIME	
Critical	<ul style="list-style-type: none"> <li>• Immediate turnaround is required</li> <li>• Issues that have a significant financial impact</li> </ul>	<ul style="list-style-type: none"> <li>• Impedes ability to conduct business</li> </ul>	1 hour
High	<ul style="list-style-type: none"> <li>• Quick turnaround is required</li> </ul>	<ul style="list-style-type: none"> <li>• Issue has medium to high financial impact</li> </ul>	2 hours
Medium	<ul style="list-style-type: none"> <li>• Problem affects more than 1 user</li> <li>• Reasonable turnaround time is acceptable</li> </ul>	<ul style="list-style-type: none"> <li>• Issue has little financial impact</li> <li>• Workaround is available</li> </ul>	4 hours
Low	<ul style="list-style-type: none"> <li>• Impact is limited to one user</li> </ul>	<ul style="list-style-type: none"> <li>• Issue has no financial impact</li> </ul>	8 hours

- **SLAs do not apply for Ad Hoc Microsoft Support Services**
- For Subscription Services, there is no Service Level Agreement (SLA) expressed or implied for the availability of the supported environment (aka ‘up-time’) since Quisitive does not host the environment. The only SLA we provide will be our response time for requests. Resolution time will vary depending on the urgency level referenced above.
- Response Time is the time that it takes Quisitive to first respond to Client after a ticket has been received by Quisitive.
- Regular Support Hours (RSH) are Monday through Friday, 8 a.m. to 6 p.m. Central, excluding federal public holidays in the United States.
- Subscription services provided outside RSH are billed at the After Hours Rates as specified in the SA.
- Non-Critical (High, Medium, or Low) requests received outside of RSH will be responded to during RSH.

- Service requests can be submitted by phone, email or dedicated extranet site hosted by Qusitive.
- Critical requests outside of RSH should be requested by calling 877-211-7658. Critical requests received outside of RSH will be responded to according to the Response Time shown above.

## Cancellation

- Client shall have the right to terminate this SA at any time upon sixty (60) days prior written notice.
- For Subscription Services, If Client terminates for convenience, in addition to other amounts that may be owed, Client must pay an early termination fee equal to 50% of the remaining contract value. This early termination fee will not apply if:
  - Client terminates due to two consecutive months in which Qusitive failed to achieve its Service Level Objective or
  - Client is in a Trial
- If Client only purchases Ad Hoc Services, no early termination fee will apply.

## Ad Hoc Services Billing

- Annual Subscription Fee required to initiate Ad Hoc Microsoft Support Services services and upon subsequent annual renewal dates. Ad Hoc Microsoft Support Services may be consumed against this Subscription Fee.
- Annual Subscription Fee dollars must be consumed within 12 months of signing SA.
- Annual Subscription Fee due upon signing and within 30 days of each successive annual renewal.
- Client will be invoiced semi-monthly and payment terms are net 30.
- Ad Hoc Services are billed at the Ad Hoc Rates specified in the SA with a minimum billing increment of one half (1/2) hour.
- *Ad Hoc Services are provided on a best efforts basis and are not subject to the Subscription Term nor the SLA above.*
- Ad Hoc requests must be submitted via web portal.

## Service Assumptions

- Subscription Services are primarily remote offerings. On-site subscription services may be requested by Client but additional fees may be applicable as referenced in the SA.
- Microsoft Support Services services are to be delivered as described and detailed in the Qusitive Microsoft Support Services Catalog and these Terms of Service for the associated fees and at the consumption levels detailed in the SA.
- Ad Hoc services require generic or shared login accounts.
- VPN (as needed) and appropriate level of access to the supported environments will be provided to Qusitive by Client.
- Client is responsible for performing first level of support, as Qusitive is not structured to perform basic helpdesk functions or to accept direct calls from end-users.
- If Client purchases SCAN services and does not have Microsoft Azure Operations Management Suite (OMS) - Log Analytics service, Qusitive will host OMS and install the Microsoft Management Agent (MMA) on the servers for the purpose of remote monitoring. Client is responsible for making changes to firewall to allow for connectivity of MMA agent to our hosted OMS environment (outbound TCP 443). Qusitive will have access to all necessary Client resources (subject matter experts, documentation, systems, etc.) for the duration of the SA.
- Client will maintain support agreement with Microsoft and 3rd party vendors. These support agreements will be used for issue escalation. If Client does not have a support agreement, Client will pay all fees required by the vendor (ex: Microsoft Phone support). SCAN includes a monthly health check unless otherwise specified in the SA.

## Additional Service Assumptions for Client hosted environments

- Client is responsible for providing the backup solution. Qusitive will provide backup guidance upon request.
- Client is responsible for providing antivirus. Qusitive will provide guidance on specific exclusions upon request.
- Qusitive assumes Client is responsible for applying security and update patches to the underlying operating system unless specified in SA.
- Hardware configuration and network infrastructure will be provided and maintained by Client.

## Additional Solution as a Service Assumptions

- Client authorizes Qusitive to collect usage statistics and perform analytics on Client's Solution as a Service usage with the sole purpose of improving the Solution as a Service offering.

## Updates to the Terms of Service

- Qusitive will update these Terms of Service as needed due to changing technology and business needs. Clients will be notified by email when changes are made. Changes are effective at Client's renewal date. If Client does not agree with the revised Terms of Service, they must notify Qusitive of their intent to cancel their subscription service.