



STAFF REPORT



Meeting Date:	June 11, 2025	Meeting Title:	Regular-Consent
Submitting Dept:	Admin	Presenter:	Matthew Walker
Agenda Item:	New I.T. Vendor	Public Comment:	Yes

Purpose & Policy Considerations:

The purpose is to obtain a new vendor to handle our IT services.

Staff Recommendation:

Staff recommends approval of Georgia Technologies as our new IT Vendor.

Funding Source: GF- General & Administrative:15010

Proposals:

Financial Software Proposal Costs			
Company	Monthly Fees	Add On Fees	TOTAL MONTHLY FEES
Computer Networking Resources (CNR)	\$2,200 (20 hrs a month)	NA	\$2,200
Georgia Technologies	\$1,250	\$475	\$1,725
Symphoma	\$1097.80	\$3,750	\$4,847.80



IT Services Proposal Town of Thunderbolt

April 1, 2025
Proposal Valid for 30 Days

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Simple Rate (Unlimited IT Service & Support)	Notes
<p>Our unlimited managed IT (Simple Rate) services offer comprehensive and proactive support for all your technology needs. This includes 24/7 monitoring, regular system updates, and quick resolution of any technical issues. With this option, you can focus on your core business operations while we take care of the technology.</p> <p>The Simple Rate program is billed monthly and includes:</p> <ul style="list-style-type: none">- Unlimited IT Service & Support- Advanced Endpoint Protection (up to 51 devices)- Priority Response Times- Daily Computer Maintenance- Microsoft Patch Management- Critical Alerts and Notifications via Proactive Monitoring- Guaranteed Response Times- Advanced Server & Network Management- Phone System Support- Firewall and Network Switch Management- Bandwidth Management- Vendor Management- 24x7x365 Remote Monitoring- See Simple Rate Brochure for additional inclusions <p>A 1-year Managed Services Subscriber Agreement is required.</p>	<p>Monthly Billing Rate: \$1,250</p> <p>Unlimited IT service and support</p> <p>Guaranteed Response Times Included</p> <p>Endpoint Protection</p> <p>Firewall & Wireless Management</p> <p>1 Year Commitment Required</p>

Continued Next Page



Prepared for:
Town of Thunderbolt



Monthly – Add-ons	Rate
Advanced Endpoint Protection (up to 51 Devices)	Included
Backup & Disaster Recovery (4 Servers - Local + Offsite Backups) (\$75/server)	\$300
Cybersecurity Awareness Training + Dark Web Monitoring (up to 50 Employees)	\$75
Cybersecurity Vulnerability Detection (up to 200 IP Addresses)	\$100
Advanced Email Protection (4.50/user)	\$4.50/user

If you should have any questions regarding
this Service Options Proposal, please
contact us.

Georgia Technologies
116 S Main St
Statesboro, GA 30458
(912) 489-9857
www.georgiatechnologies.com

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Prepared for:
Town of Thunderbolt



Service Option Selection & Order Confirmation

Please select one of the following Service Options

✓	Service Options	Monthly Rate
✓	Simple Rate Unlimited IT Service	\$1,250

Please select desired add-ons

✓	QTY	Enhancements	Monthly Rate
✓	51	Advanced Endpoint Protection (up to 51 devices)	Included
	4	Server Backup (Local + Offsite) (up to 2TB)	\$300
	1	Cybersecurity Awareness Training + Dark Web Monitoring (up to 50 Employees)	\$75
	200	Cybersecurity Vulnerability Detection (up to 200 IP Addresses)	\$100
		Advanced Email Protection (\$4.50/user)	

Client's Legal Name	
Street Address, City, State, ZIP	
Billing Address, City, State, ZIP	
Primary Contact Name	
Primary Contact Phone & Email	

Please return this form to Georgia Technologies.

Email: orders@georgiatechnologies.com

Fax: 912-764-3237

Name (please print)

Signature

Date

Cybersecurity Services

Advanced Endpoint Protection

Our artificial intelligence-based software prevents threats by autonomously responding, proactively hunting down potential security breaches, and replacing your outdated traditional anti-virus software. Your network is not just defended; it's actively patrolled, ensuring real-time response to threats before they can escalate.

Advanced Email Filtering

Email is one of the most vulnerable paths for a cybercriminal to attack. With our Advanced Email Filtering, we provide protection from advanced phishing, malicious links, and files. Our cutting-edge technology filters out harmful content before it reaches your inbox, ensuring that only safe, legitimate emails make their way to you.

Vulnerability Management & Assessment

We scan every device (IP address) on your network for "open doors and windows" that let hackers in. We close them before the hackers find them. We help identify weaknesses in your business operating procedures that may result in a breach of your system. We audit your current standard operating procedures, make recommendations, and provide continuous monitoring to ensure that any new vulnerabilities are addressed promptly.

Cybersecurity Awareness Training + Dark Web Monitoring

Your employees present a tremendous amount of risk to your company. Can they identify threats that come in through email? We train your employees to identify and mitigate risk with our weekly on-demand training provided by Breach Secure Now. In addition, we will provide dark web monitoring of all company-owned email addresses and one personal address for each employee, ensuring that any compromised data is quickly identified and dealt with, minimizing potential harm.



Town of Thunderbolt Managed Services

Quote # 1005267 Version 1

Prepared for:

Town of Thunderbolt



About us

Why Symphona?

We are a team of advisory focused CPAs and IT professionals. Providing high-quality services from audits to IT is what we do. How we do it is by creating value in each relationship.

In fact, we made it our mission: To be the leading professional services firm by creating value in each relationship.

We have a high-touch and personal approach to financial guidance. Symphona has large firm resources with a small firm culture. One of our primary beliefs is that we believe companies of all sizes should have access to strategic financial service and innovative tools.

The firm has been recognized as an INSIDE Public Accounting Top 300 Firm and a Forbes magazine Most Recommended Accounting Firm.

Core Values

Trustworthiness

Integrity combined with competence, respect for commitments, forthright, fair and ethical in all our relationships.

Exceptional Customer Service

Anticipating and exceeding the needs of our clients with consistent, high quality services.

Professionalism

Compliance with all professional standards and adherence to all applicable laws and regulations related to the services we provide.

Continuous Improvement

Providing a learning environment for all team members to grow professionally and personally in order to increase and enhance our skill, our services and our relationships.

Managed Services

Description	Recurring	Qty	Ext. Recurring
Managed Services	\$765.00	1	\$765.00
Managed Services			
Twingate Teams		5	
Twingate Secure Remote Access			



Managed Services

Description	Recurring	Qty	Ext. Recurring
SentinelOne Endpoint Security SentinelOne Endpoint Security Designed to be proactive & reactive against various threats, including malware, ransomware, and other advanced persistent threats (APTs)		44	
Workstation Patching and Monitoring Workstation Patching and Monitoring		40	
Server Patching and Monitoring Server Patching and Monitoring, alerting, after-hours support		4	
Firewall Monitoring Network and Firewall Monitoring (Per Device)		1	

Monthly Subtotal: **\$765.00**

Sym-Backup

Description	Recurring	Qty	Ext. Recurring
SymBackup SymBackup	\$332.80	1	\$332.80
Facilities Fee (Required) Host Facility Fees Colo Utilities Bandwidth		1	
V-Storage Image Update (Required) V-Storage Image Update (Required)		4	
Offsite replication Storage Tier2-Storage-Amount of data stored offsite Offsite for Standby servers		1000	
VEEAM Back Up & Replication Enterprise - VM VEEAM Back Up & Replication Enterprise - VM		4	

Monthly Subtotal: **\$332.80**



Blocktime

Description	Price	Qty	Ext. Price
Blocktime Description <ul style="list-style-type: none">• Onboarding installation will be deducted from block time• Never expires• 30 minute minimum• Consumed in 15 min increments• Can be used for support or project work• All labor fees will be deducted at the applicable role.<ul style="list-style-type: none">○ \$125 workstation and desktop support○ \$175 server and networking○ \$200 Security			
Blocktime Blocktime	\$3,750.00	1	\$3,750.00
30 hour block-Workstation Blocktime		30	
Subtotal:			\$3,750.00



Town of Thunderbolt Managed Services

Prepared by:

Savannah

Amy Green
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amy.green@symphona.us

Prepared for:

Town of Thunderbolt

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Thunderbolt, GA 31404
Matthew Walker
(912) 354-5533
mwalker@thunderboltga.org

Quote Information:

Quote #: 1005267

Version: 1
Delivery Date: 05/27/2025
Expiration Date: 06/24/2025

Recap

Description	Amount
Blocktime	\$3,750.00
Total:	\$3,750.00


Monthly Expenses Summary

Description	Amount
Managed Services	\$765.00
Sym-Backup	\$332.80
Monthly Total:	\$1,097.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Savannah

Town of Thunderbolt

Signature: 
Name: Amy Green
Title: Business Development Specialist
Date: 05/27/2025

Signature: _____
Name: Matthew Walker
Date: _____



Statement of Work

Managed Services

This State of Work ("SOW") is governed under the provisions of the Master Service Agreement (the "MSA"), located at [Symphona Technology MSA](#), between **Symphona Technology** ("us", "our", "we" or "**Symphona Technology**") and you. This SOW further clarifies, defines, and amends the services described in its accompanying quote (the "Quote"). By accepting this SOW, you also accept the provisions of the MSA and the Quote. If you cannot access the MSA or if you do not agree with the provisions of the MSA, the Quote or this SOW, then you should not sign this SOW and you should contact us for additional information.

Only the services described in the Quote and this SOW ("Services") will be provided by Symphona Technology. Any services that are not specifically described in the Quote and this SOW will be out of scope and will not be provided unless otherwise agreed to by us in writing.

The Quote is effective as of the date you accept it by physical or electronic signature ("Effective Date").

SCOPE OF SERVICES

Ongoing / Recurring Services. Ongoing/recurring services begin upon the completion of onboarding services (if any).

Managed Services - Deliverables

Managed Services - Deliverables

<u>Included in this SOW</u>	<u>Service</u>	<u>Description</u>
YES	Sym-Protect	Endpoint monitoring, patching, management, automation, access
YES	Sym-Backup	Managed backup and Disaster Recovery as a Service
NO	Sym-Guard	Active threat hunting and SIEM for Office 365 or endpoints if purchased
YES	Endpoint Detection and Response	Symphona Technology will deploy SentinelOne to all endpoints, including PC's, laptops, and servers. This includes 24x7 SOC monitoring.
NO	FULLY managed service (AYCE)	Monthly support of all end-users, network, and servers. Includes onboarding and offboarding new users.
NO	Email Security	Mimecast – Deploy Mimecast to all active users.
NO	DNS Protection	Cisco Umbrella – Deploy Umbrella to all active endpoints
NO	External vulnerability scanning	Monthly external vulnerability scanning and remediation
NO	Internal vulnerability scanning	Quarterly internal vulnerability scanning and remediation
NO	Phishing Simulation	Monthly phishing simulation for all users. This includes NEW campaigns monthly and reporting.
NO	Sym-Hosting	Server hosting. Symtech will maintain your server(s) which includes patching, backup, and normal maintenance. All hosted servers are



		backed up daily and replicated to our ADS facility in Dublin, Georgia.
NO	Firewall Policy review	Includes change management and quarterly review of firewall changes and policy modifications
YES	QBR	Quarterly business review which will include security readiness assessments
YES	Block Support	Block of hours used for IT support services. Block of hours will be debited at the actual work role rate. \$125 -desktop support, \$175 for server and network support, or \$200 for Security remediation of consulting.

Covered Equipment / Hardware / Software

The Services will be applied to the equipment listed in the Quote and/or this SOW ("Covered Hardware").

The Services will apply to the software listed in the Quote and/or this SOW ("Supported Software") provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software's manufacturer. In this SOW, Covered Hardware and Supported Software will be referred to as the "Environment."

Service Details

Endpoint Detection and Response

SentinelOne will be deployed and rolled out to all workstations, laptops, and servers. The SentinelOne agent will be deployed automatically to each devices as it joined to the environment. This quantity will true-up monthly.

Email Security

Mimecast is already deployed firm wide. Our team will make sure anti-spoofing policies, Azure sync, threat protect, sandboxing (if necessary) and DLP are all managed appropriately. The quantity of seats will true-up monthly.

DNS Protection

Cisco Umbrella is already deployed firm wide. The purpose is three-fold: Authoritative DNS for internal lookup, Web traffic category blocking with end-user reporting, and malware protection via DNS blacklisting. The quantity of seats will true-up monthly.

External Vulnerability scanning

We are currently providing external vulnerability scans and remediation monthly. This agreement includes remediation. We will scan each EXTERNAL IP address for vulnerabilities. This is includes all regional offices. All remediation services will be deducted from your block time agreement.

Internal Vulnerability scanning

We are currently providing internal vulnerability assessments quarterly. Due to the number of devices in the environment, it is not feasible to perform these assessments more often. Our reporting tool will correlate these scans with Falcon for mgmt.



and remediation. All remediation services will be deducted from your block time agreement.

Penetration testing

Symphona will provide the firm with penetration testing as part of this agreement. Each penetration test will be defined in an additional statement of work and will be performed at the request of the firm or as required by 3rd party. Any pen testing will be deducted from your block time agreement.

IT Security Policy review and coordination

Our team will review and assist your security officer with any incoming audits, assessments, questionnaires, or cyber liability policy forms.

In addition, routine policy review as per industry standards is included as part of this agreement. Our team will assist with necessary policy changes as NIST or HIPAA regulations change. If an incident occurs, we will coordinate the response and assist HBS management with the proper course of action and communication protocols. A Symphony team member will be part of the IRT. All services will be deducted from your block time agreement.

Phishing Simulation

Symphona Technology currently creates monthly phishing campaigns that include multiple email templates utilizing different techniques for social engineering. We will report monthly on findings and failures. This tool can also be used for security awareness but will require enrollment of all users into the LMS to begin using it. User quantities will be trued up monthly.

Firewall Management and Policy Review

As part of a change management process, our team should review any firewall changes prior to implementation. If a firewall policy is necessary, we will update it accordingly with all changes and dates. All firewall services will be deducted from your block time agreement.

Quarterly Business Review (QBR)

Periodic reviews of your security posture is necessary and an integral part of your long-term security strategy. Our team will meet with you quarterly to review assessments, new security vulnerabilities, and metrics/reporting. In addition, we will build initiatives to meet your objectives. This service will be provided gratis.

BDR - Backup & Disaster Recovery. Symphona's backup and disaster recovery (BDR) services include:

Managed backup of all servers in which we install BDR-related software agents

- § 24/7 monitoring of backup system, including offsite backup, offsite replication, and an onsite backup appliance ("Backup Appliance")
 - § Troubleshooting and remediation of failed backup disks
 - § Preventive maintenance and management of imaging software
 - § Firmware and software updates of backup appliance
 - § Problem analysis by the network operations team
 - § Monitoring of backup successes and failures
 - § Daily recovery verification
 - § Quarterly Disaster Recovery testing
- ? Storage Limitation: Client will be allocated storage space for backup and recovery purposes as listed in the Quote. Any space required or requested by Client beyond this amount will be provided to Client in blocks of 50 GBs, at the cost of \$3 per block.
- ? Backup Frequency: On-site backups will occur Daily; offsite backups will occur no less than every twenty-four (24) hours, Monday through Sunday.



- ? **Backup Data Security:** All backed up data is encrypted in transit and at rest in 256-bit AES encryption. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities.
- ? **Backup Retention:** If a local network attached storage (NAS) device is managed by Symphona, then data sent to that NAS as of the most recent recovery point will be recovered. In situations involving cloud-based backup solutions, data sent to the offsite storage location in the prior calendar day will be recovered.
- ? Tier 1 and Tier2 data will be trued up monthly as per the pricing in Storage Limitations section of this agreement.

Recovery of Backed-up Data. You must contact us if data recovery services are needed. We will make your backed up data available to you in a hosted, virtual environment. Your access to the backed up data will continue for a period of two (2) weeks at a cost of \$2700 per week.

RFI Responses

Our security team will craft responses to all RFI's submitted to the firm. We understand that time is of the essence and will endeavor to respond within 48-hours of receipt. Any work effort performed in response to RFI's will be deducted from your block time agreement.

Physical Locations Covered by Managed Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Symphona 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 office location listed in the Quote. Additional fees may apply for onsite visits: Please review the Service Level section below for more details.

Term; Termination

The Services will commence, and billing will begin, on a date to be provided to you by Symphona which will be no more than ten (10) days from the Effective Date ("Commencement Date"). We reserve 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 Symphona's satisfaction.

The Services will continue for an initial one year term ("Initial Term") until terminated as provided in the Agreement or this SOW, below.

Renewal. After the expiration of the Initial Term, the Services will automatically renew for contiguous terms equal to the Initial Term unless either party notifies the other of its intention to not renew the Services no less than thirty (30) days before the end of the then-current term.

Exclusions. Services that are not expressly described in the Quote or this SOW are out of scope and will not be provided to Client unless otherwise agreed, in writing, by Symphona. Without limiting the foregoing, the following services are expressly excluded, and if required to be performed, must be agreed upon by Symphona in writing:

- 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.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).
- 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

The fees for the Services will be as follows:

as per attached quote

Block time.

A Block time agreement is a prepaid set of hours that can be used for any level of service. It cannot be used to purchase hardware or software. Block time does not expire and will be deducted in 15-minute increments with a 30-minute minimum for each unique ticket or incident. Block time agreements remain in force until all hours are consumed. As a convenience, our accounting department automatically generates a renewal reminder when your block time balance drops below 20%. We will not renew the agreement without your consent.

Changes to Environment.

Initially, you will be charged the monthly fees indicated above. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed 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 20 minutes from our office to your location at no charge. Time spent traveling beyond 20 minutes (*e.g.*, locations that are beyond 45 minutes from our office, occasions on which traffic conditions extend our drive time beyond 20 minutes one-way, etc.) will be billed to you at our then current hourly rates. In addition, you will be billed for all tolls, parking fees, and related expenses that we incur if we provide onsite services to you.

Automated Payment.

You may pay your invoices by credit card and/or by ACH, as described below. If you authorize payment by credit card and ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.

- **ACH.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account, as defined and configured by you in our payment portal, for any payments due under the Quote or this SOW. This authorization will continue until otherwise terminated in writing by you. We will apply a \$35.00 service charge to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank's electronic draft restrictions.
- **Credit Card.** When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you in our payment portal, for any payments due under the Quote or this SOW.

Additional Terms

Monitoring Services; Alert Services

Unless otherwise indicated in the Quote or this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by Client-designated policies, which may be modified by



Client as necessary or desired from time to time. Initially, the policies will be set to a baseline standard as determined by Symphona; however, Client is advised to establish and/or modify the policies that correspond to Client's specific monitoring and notification needs.

Remediation

Unless otherwise provided in the Quote or this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Configuration of Third Party Services

Certain third party services provided to you under the Quote or this SOW 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 our knowledge or 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 or this SOW. 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.

If applicable, we will coordinate with your internal IT personnel ("Your Personnel") as necessary to help ensure that the Services are delivered efficiently and effectively. That said, we are not responsible for the remediation of issues beyond the scope of the Quote or this SOW caused by any activities undertaken by Your Personnel, such as modifications to hardware or software configurations, installation of software, firmware upgrades, etc. unless we pre-authorized those activities.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In SOW to improve security awareness, you agree that Symphona 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 or this SOW, the scope of the Services do not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. 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 impacted by the incident will be recoverable. 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

The effectiveness of any audio or video equipment that we install (such as security cameras and security recording equipment) is limited by the features and functions of the installed devices. Exposure to environmental factors, such as water, heat, cold, dust, or varying lighting conditions, may cause installed equipment to malfunction. Given the number of environmental variables involved when recording security-related events, we do not and cannot guarantee that any video or audio equipment will clearly capture and/or record the details of events occurring at or near the installed equipment.

Fair Usage Policy

Our Fair Usage Policy ("FUP") applies to all Services that are described or designated as "unlimited." An "unlimited" service designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in the Quote or this SOW, all unlimited services are provided during our normal business hours only and are subject to our technicians' availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

Hosted Email

You are solely responsible for the proper use of any hosted email service provided to you ("Hosted Email"). Hosted Email solutions are subject to acceptable use policies ("AUPs"), and your use of Hosted Email must comply with those AUPs. In all cases, you agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the Hosted Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Symphona or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the Hosted Email for the purpose of sending unsolicited commercial electronic messages ("SPAM") in violation of any federal or state law. Symphona reserves the right, but not the obligation, to suspend Client's access to the Hosted Email and/or all transactions occurring under Client's Hosted Email account(s) if Symphona believes, in its discretion, that Client's email account(s) is/are being used in an improper or illegal manner.

Backup (BDR) Services

BDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will 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. Symphona cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Symphona 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 Symphona 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, Symphona 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. Symphona is not a warranty service or repair center. Symphona will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that 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 Symphona will be held harmless.

IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Symphona's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Symphona is not endorsing any particular manufacturer or service provider.

VCTO or VCIO Services

The advice and suggestions provided us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Symphona 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 the Symphona 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.

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 managed environment. The cost of acquiring licenses is not included in the scope of the Quote or this SOW unless otherwise expressly stated therein.



Master Service Agreement

The following terms and conditions govern the relationship between Symphona Technology LLC d/b/a Symphona Technology (“us,” “our,” or “we”) and you, the Client (“You” and “Client”) and limits our liability for any services or products that we provide to you. Please read these terms carefully and keep a copy for your records.

SCOPE OF SERVICES

a) Scope. This master services agreement (this “Agreement”) governs all services that we perform for you, as well as any licenses, services, or products that we sell or re-sell to you pursuant to our Statement of Work (“SOW”) or otherwise (collectively, the “Services”).

b) Statements of Work. The Services are not fully described in this Agreement; instead, we may perform a requested or required service for you or, from time to time you will be provided with a quote, proposal, statement of services or statement of work (“SOW”) (referred to collectively herein as a “Quote”) that describes, summarizes, and/or defines the scope and provision of the Services. (In this Agreement, “Quote” will also mean and include any additional terms, conditions, and/or descriptions that are attached to, or included by reference in, a Quote.) **By accepting our Services and/or an applicable Quote, you agree to the terms of this Agreement which is specifically incorporated by reference into each Quote. If you do not agree to the terms of this Agreement, then you should not retain Symphona Technology’s services or accept a Quote.**

c) Versioning. The version of this Agreement can be identified by the “Last Updated” reference located at the bottom of this document. Upon agreeing to a Quote, you should refer to this document and note the version of this Agreement that applies to that particular Quote.

d) Conflict. If there is a specific, material difference or a direct conflict between the language in a Quote and the language in this Agreement, then the language of the Quote will control.

GENERAL REQUIREMENTS

Environment. For the purposes of this Agreement, “Environment” means, collectively, any computer network (cloud-based or otherwise), computer system, peripheral or device (virtual or physical) acquired, installed, maintained, monitored, or operated by us for you or on your behalf. To avoid a delay or negative impact on our provision of the Services, during the term of the Services we strongly advise you to refrain from modifying or moving the Environment or installing software in the Environment, unless we expressly authorize such activity. In all situations (including those where we are co-managing an Environment with your internal IT department), we will not be responsible for changes to the Environment or issues that arise from those changes that are not authorized by us.

Requirements. 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. If we require certain minimum hardware or software requirements (“Minimum Requirements”), you agree to implement and maintain those Minimum Requirements as an ongoing requirement of us providing the Services to you.

Updates. Patches and updates to hardware and software (“Updates”) are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If Updates are provided to you as part of the Services, then we will implement and follow the manufacturers’ recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Update will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

Third Party Support. If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process. If the fees or costs are anticipated in advance or exceed \$300, we will obtain your permission before incurring such expenses on your behalf unless

exigent circumstances require us to act otherwise.

Advice; Instructions. From time to time, we may provide you with specific advice and directions related to the Services (“Advice”). For example, our Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or refraining from engaging in acts that disrupt the Environment or that make the Environment less secure. You are strongly advised to promptly follow our Advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our Advice. If, in our discretion, your failure to follow our Advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable Services for cause by providing notice of termination to you. Unless specifically and expressly stated in writing by us (such as in a Quote), any services required to remediate issues caused by your failure to follow our Advice, or your unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope.

Prioritization. All Services will be performed on a schedule, and in a prioritized manner, as the parties agree is reasonable and necessary. Exact commencement / start dates may vary or deviate from the dates agreed upon depending on the Service being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.

Authorized Contact(s). We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable Quote or if a previously identified Authorized Contact is no longer available to us, then your Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by you during the course of our relationship to provide us with direction or guidance. We will be entitled to rely upon directions and guidance from your Authorized Contact until we are affirmatively made aware of a change of status of the Authorized Contact. If your change is provided to us in writing (physical document or by email), then the change will be implemented within two (2) business days after the first business day on which we receive your change notice. If your change notice is provided to us in person or by telephone (live calls only), the change will be implemented on the same business day in which the conversation takes place. Do not use a ticketing system or help desk request to notify us about the change of an Authorized Contact; similarly, do not leave a recorded message for us informing us of a change to your Authorized Contact. We reserve the right to delay the Services until we can confirm the Authorized Contact’s authority within your organization.

Insurance. If you are supplied with Symphona Technology Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. Symphona Technology must be listed as an additional insured / loss payee on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable Services without prior notification to Symphona Technology. Upon our request, you agree to provide proof of insurance to us, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

FEES; PAYMENT

a) Fees. You agree to pay the fees, costs, and expenses charged by us for the Services as described in each Quote or other written invoice (electronic/mailed invoices are acceptable). You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must timely provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).

b) Schedule. All fees will be due and payable in advance of the provision of the Services. If applicable, recurring payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided, or if applicable, your designated credit card will be charged on the first business day of the month in which the Services are to be provided. Generally, all prices anticipate automatic monthly recurring payment by you; payments by any other methods may result in increased fees or costs.

c) Nonpayment. Fees that remain unpaid for more than thirty (30) days after the date on the applicable invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the



maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services for which payment is due without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within thirty (30) days after the applicable Services are rendered; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee of up to five percent (5%) may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

ACCESS

You hereby grant to us and our designated third-party vendors the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us or our vendors, as applicable, to provide the Services. Depending on the Service, we may be required to install one or more software agents into the Environment through which such access may be enabled. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Symphona Technology or its vendors to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Symphona Technology shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

a) Hardware / Software Purchased Through Symphona Technology. All hardware, software, peripherals, or accessories purchased through us ("Third Party Products") are generally nonrefundable once the product is obtained from our third-party provider or reseller. If you require a refund, then the third-party provider's or reseller's return policies shall apply. We do not guarantee that purchased Third-Party Products will be returnable, exchangeable, or that restocking fees can or will be avoided. You will be responsible for the payment of all re-stocking or return-related fees charged by the third-party provider or reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Products to you, but will have no liability whatsoever for the quality, functionality, or operability of any Third-Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime, or usefulness of any Third-Party Products. All Third-Party Products are provided "as is" and without any warranty whatsoever as between Symphona Technology and you (including but not limited to implied warranties).

b) Liability Limitations. **This paragraph limits the liabilities arising from the Services as well as the liabilities arising under this Agreement and any Quote, and is a bargained-for and material part of our business relationship with you.** You acknowledge and agree that Symphona Technology would not provide any Services, or enter into any Quote or this Agreement, unless Symphona Technology could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Symphona Technology), savings, or other indirect or contingent event-based economic loss arising out of or in connection with the Services, this Agreement, any Quote; however, reasonable attorneys' fees awarded to a prevailing party (as described below), your indemnification obligations, and any amounts due and payable pursuant to the non-solicitation provision of this Agreement shall not be limited by the foregoing limitation. Except for the foregoing exceptions, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of professional fees paid by you (excluding hard costs for licenses, hardware, etc.) to Symphona Technology for the specific Service upon which the applicable claim(s) is/are based during a twelve month period under then existing SOWs. . The foregoing limitations shall apply even if the remedies listed in this Agreement fail of their essential purpose; however, the limitations shall not apply to the extent that the Claims are caused



by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, gross negligence, or to the extent that the Aggrieved Party failed to reasonably mitigate (or attempt to mitigate, as applicable) the Claims.

INDEMNIFICATION

Each party (an "Indemnifying Party") agrees to indemnify, defend, and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the Indemnifying Party's breach of this Agreement or negligence. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choice participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld. Symphona agrees to indemnify, defend and hold Client harmless from and against any and all third party claims, and reasonable resulting attorneys' fees and court costs, to the extent that such claim, action or demand arises from the Services provided by Symphona pursuant to any Quote incorporating this Agreement that: (a) infringes a copyright held by that third party; (b) infringes that third party's US patent; or (c) constitutes misappropriation or unlawful disclosure or use of that third party's trade secrets.

TERM; TERMINATION

Term. This Agreement begins on the date on which we provide a Service to you, or you accept a Quote (whichever is earlier) and continues until terminated as described in this Agreement. Each Quote will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the Quote. The termination of Services under one Quote shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties. Be aware that a Quote may provide for auto-renewal; please review your documents carefully.

b) Termination Without Cause. Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, Services are in progress. In addition, no party will terminate a Service or applicable Quote without cause prior to the Service's or Quote's natural (i.e., contracted) expiration date. Notwithstanding the foregoing, if Symphona Technology decides to cease providing a service to all of its customers generally, then Symphona Technology may terminate the Service or an applicable Quote (or the applicable

portion of the Quote) without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate the Services without cause and without Symphona Technology's consent prior to the Services' contracted expiration date, then you will be responsible for paying the termination fee described in the "Termination for Cause" section, below. If no Services under a Quote are in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.

c) Termination For Cause. In the event that one party (a "Defaulting Party") commits a material breach under a Quote or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant Quote (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within thirty (30) days following receipt of written notice of breach from the non-Defaulting Party. If Symphona Technology terminates the Services, this Agreement, or any Quote For Cause, or if you terminate any Services or a Quote without cause prior to the Services' contracted expiration date, then Symphona Technology shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to Symphona Technology had the Services, this Agreement, or Quote (as applicable) remained in full effect, calculated using the fees and costs in effect as of the date of termination ("Termination Fee"). If you terminate Services, this Agreement, or a Quote For Cause, then you will be responsible for paying only for those Services that were delivered properly and accepted by you up to the effective date of termination.

d) Client Activity As A Basis for Termination. In the event that you or any of your staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then in



addition to Symphona Technology's other rights under this Agreement, Symphona Technology will have the right upon providing you with thirty (30) days prior written notice, to terminate the Services, this Agreement, or the applicable Quote For Cause or, at our discretion and if applicable, amend the Services or applicable Quote to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

e) Consent. You and we may mutually consent, in writing, to terminate Services, a Quote, or this Agreement at any time.

f) Equipment / Software Removal. Upon the termination of applicable Services for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Symphona Technology-owned equipment or software (collectively, "Symphona Technology Equipment") is located to enable us to remove all Symphona Technology Equipment from the premises. If you fail or refuse to grant Symphona Technology access as described herein, or if any of the Symphona Technology Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Symphona Technology-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items. Certain services may require the installation of software agents in the Environment ("Software Agents"). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.

g) Transition; Deletion of Data. In the event that you request our assistance to transition away from our Services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to Symphona Technology providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. You also understand and agree that any software configurations that we custom create or program to manage the environment for our clients are our proprietary information and shall not be disclosed to you under any circumstances. For any customizations based upon your request which would include new code or scripts exclusive to your data or environment will be disclosed to you. **Unless otherwise expressly stated in a Quote, or agreed to by the parties, we will have no obligation to store or maintain any Client data in our possession or control beyond thirty (30) calendar days following the termination of the applicable Services, this Agreement and/or the applicable Quote. The thirty (30) day requirement is relevant to termination of Services based on non-payment by You. If there is a termination of Services pursuant to a mutual termination, or termination without cause, the Parties acknowledge and agree that Symphona Technology will continue to maintain data without deleting it through the transition, and that the deletion of data will not occur until thirty (30) calendar days after the termination of Services as set forth in this Section of the Agreement.** We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this section.

RESPONSE; REPORTING

a) Response. We respond to any notification received by us of any error, outage, alarm, or alert pertaining to the Environment in accordance with the priority table(s) supplied to you by us. In no event will we be responsible for delays in our response or our provision of Services during (i) those periods of time covered under the Transition Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM Eastern Time, Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime"). Client-Side Downtime includes, but is not limited to, any period of time during which we require your participation, or we require information, directions, or authorization from you but cannot reach your Authorized Contact(s).

iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party



licensors, or “upstream” service or product vendors.

b) Transition Exception. You acknowledge and agree that for the first forty-five (45) days following the commencement date of any Service, as well as any period of time during which we are performing off-boarding-related services (e.g., assisting you in the transition of the Services to another provider, terminating a service, etc.), the response time commitments provided to you will not apply to us, it being understood that there may be unanticipated downtime or delays related to those activities (the “Transition Exception”).

CONFIDENTIALITY

a) Defined. For the purposes of this Agreement, Confidential Information means any and all non-public information provided by one party (a “Discloser”) to the other party (a “Recipient”), including but not limited to customer-related data, customer lists, internal documents, internal communications, proprietary reports and methodologies, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of the Recipient, (ii) was developed independently by the Recipient, or (iii) is or was lawfully and independently provided to the Recipient prior to disclosure by the Discloser, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) Use. The Recipient will keep the Confidential Information it receives fully confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by the Discloser in writing, or (ii) as needed to fulfill its obligations under this Agreement, or (iii) as required by any law, rule, or industry-related regulation.

c) Due Care. The Recipient will exercise the same degree of care with respect to the Confidential Information it receives from the Discloser as it normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) Compelled Disclosure. If a Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, the Recipient will immediately notify the Discloser in writing of such requirement so that the Recipient may seek a protective order or other appropriate remedy and/or waive the Discloser’s compliance with the provisions of this Section. The Recipient will use its best efforts, as directed by the Discloser and at the Discloser’s expense, to obtain or assist the Recipient in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised, by written opinion from its counsel (which shall be shared with the Discloser), that the Recipient is legally compelled to disclose.

e) Additional NDA. In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an “NDA”) for the protection of a third party’s Confidential Information (such as, for example, a business associate agreement). In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information

ADDITIONAL TERMS; THIRD PARTY SERVICES

a) *EULAs*. Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. **You agree to be bound by the terms of such EULAs and will look only to the applicable third party provider for the enforcement of the terms of such EULAs.** If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable Quote with you to ensure our continued compliance with the terms of the third party EULA.



b) *Third Party Services*. Portions of the Services may be acquired from, resold from, and/or rely upon the services of, third party vendors, manufacturers, or providers (“Third Party Provider”). Third Party Providers may provide services such as data hosting services, help desk services, malware detection services, domain registration services, and data backup/recovery services (each, a “Third Party Service”). Not all Third Party Services will be expressly identified as being provided by a Third Party Vendor, and at all times we reserve the right to utilize the services of any Third Party Provider or to change Third Party Providers in our sole discretion as long as the change does not materially diminish the Services that we are obligated to provide to you. **Please note:** You understand and agree that Third Party Providers are not our contractors, subcontractors, or otherwise under our managerial or operational control. While we will endeavor to facilitate a workaround for the failure of a Third Party Service, we will not be responsible, and will be held harmless by you, for any failure of any Third Party Service as well as the failure of any Third Party Provider to provide such services to Symphona Technology or to you.

c) *Data Loss*. **Under no circumstances will we be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, or (ii) equipment failures (including but not limited to silent hardware corruption-related issues).** Unless expressly stated in writing by us, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

d) *BYOD*. You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, “Devices”), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in writing by us, Devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. **Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us (“Unknown Devices”).** We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.

e) *Equipment*. All Symphona Technology Equipment is licensed to you, and is neither owned by you nor leased to you. Upon the termination of applicable Services, your license to use the Symphona Technology Equipment shall immediately terminate, and thereafter all Symphona Technology Equipment must be returned to us immediately at your expense. All configurations on the Symphona Technology Equipment are our proprietary information and will not be circumvented, modified, or removed by you without our prior written consent.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned by such party (“Intellectual Property”), and nothing in this Agreement, any Quote, or the provision of any Service shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party. For the purposes of clarity, you understand and agree that we own any software, codes, algorithms, or other works of authorship that we create while providing Services to our clients. Any customizations provided by us of existing software owned by you, will be considered your intellectual property. If we provide licenses to you for third party software, then you understand and agree that such software is licensed, and not sold, to you. You are allowed to use such third party software subject to the terms and conditions (i) of this Agreement, (ii) of the applicable Quote, (iii) written directions that we supply to you, and (iv) any applicable EULA; no other uses of such third party software are permitted. To the maximum extent permitted by applicable law, we make no warranty or representation, either expressed or implied with respect to third party software or its quality, performance, merchantability, or fitness for a particular purpose.

ARBITRATION

Except for undisputed collections actions to recover fees due to us (“Collections”), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the “AAA”) in Atlanta, Georgia. In the event of any inconsistency

between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in the discretion of the arbitrator.

MISCELLANEOUS

a) Compliance. Unless otherwise expressly stated in a Quote, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.

b) Disclosure. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject

to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law (such as HIPAA), then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.

c) Virtual Security. You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined, or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in writing by us, the recovery of Impacted Data is out-of-scope. Moreover, unless expressly stated in writing by us, we will not be responsible for activating multifactor authentication in any application in or connected to the Environment. **You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario.**

d) Physical Security. You agree to implement and maintain reasonable physical security for all managed hardware and related devices in your physical possession or control. Such security measures must include (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire detection and retardant systems, and (iv) periodic reviews of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated.

e) Non-Solicitation. Each party (a "Restricted Party") acknowledges and agrees that during the term of this



Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars (\$100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current Quote immediately For Cause.

f) Collections. If we are required to send your account to collections which includes attempts to recover amounts due and owing on your account whether through an attorney or third party collection agency ("Collections"), you shall pay and we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to all third party costs and expenses, including but not limited to reasonable attorneys' fees and costs.

g) Assignment. This Agreement shall not be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder in writing.

h) Amendment. Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any Quote will be valid or binding upon the parties unless such amendment or modification is originated in writing by Symphona Technology, specifically refers to this Agreement or the Quote being amended, and is accepted in writing (email or electronic signature is acceptable) by you.

e) Severability. If any provision hereof or any Quote is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law.

f) Other Terms. We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless we have expressly and specifically accepted such other terms in writing.

g) No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.



h) Merger. This Agreement, together with any and all Quotes, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement or any Quote. Any document that is not expressly and specifically incorporated into this Agreement or a Quote will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. The foregoing sentence shall not apply to any business associate agreement required under HIPAA, which the parties may (if required) enter into after the Effective Date of this Agreement.

i) Force Majeure. Neither party will be liable to the other party for delays or failures to perform its obligations because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

j) Survival. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

k) Insurance. Symphona Technology and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any Quote, including but not limited to, workers compensation and general liability. We agree to maintain a general liability policy with a limit not less than \$2,000,000 per occurrence, and a professional liability policy which includes cyber security with a limit not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for this combined policy. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail, to the extent feasible.

l) Governing Law; Venue. This Agreement and all Services will be governed by, and construed according to, the laws of the State of Georgia. You hereby irrevocably consent to the exclusive jurisdiction and venue of the State of Georgia, for any and all claims and causes of action arising from or related to this Agreement.

m) No Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

n) Usage in Trade. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement.

o) Business Day. If a time period set forth in this Agreement expires on a day other than a business day in the State of Georgia, then that time period will be extended to and through the next succeeding business day in the State of Georgia.



p) Notices; Writing Requirement. Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the “cc” portion of the email and preserves the email until such time that it is acknowledged by the recipient. All electronic documents and communications between the parties, including email, will satisfy any “writing” requirement under this Agreement.

q) Independent Contractor. Symphona Technology is an independent contractor, and is not your employer, employee, partner, or affiliate.

r) Contractors. Generally, we do not utilize contractors to perform onsite services (such as equipment installation, network wiring, etc.); however, should we elect to contract a portion of those services to a third party, we will guarantee that work as if we performed the work ourselves. For the purposes of clarity, you understand and agree that Third Party Services are not considered to be subcontracted services, and providers of Third Party Services are not our contractors or subcontractors.

s) Data & Service Access. All Symphona Technology branded hosting services are located and stored within the continental United States. These services include QuickBooks Hosting, SymTech Hosting (Formerly V-Hosting), Symtech Protect (Formerly VIP), SymTech Backup (Formerly V-Storage). Any other Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.

t) Counterparts. The parties intend to sign, accept and/or deliver any Quote, this Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, or any amendment

electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

Last Updated: October 30, 2023