



## ABACUS DESCRIPTION OF SERVICES

Last Updated: 2025-02-19

This "Description of Services" forms part of the *Master Professional Services Agreement* ("Principal Agreement") between: (i) for US based "Client": **ABACUS INFORMATION TECHNOLOGY, LLC (d/b/a Abacus Group LLC)**; or for UK based "Client": **ABACUS INFORMATION TECHNOLOGY UK LIMITED** (*collectively "Abacus"*) acting on its own behalf and as agent for each Abacus Affiliate; and (ii) "**CLIENT**" (*as detailed in the respective Principal Agreement*) acting on its own behalf and as agent for each Client Affiliate. The terms used herein shall have the meanings as set forth herein. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an addendum to the Principal Agreement. Except where the context requires otherwise, references herein to the Principal Agreement are to the Principal Agreement as amended by, and including, this addendum.

Abacus's Product(s) / Service(s) offered to Client are hereby defined as follows. The specific service(s) to be provided to Client shall be detailed in an applicable Statement(s) of Work. For the avoidance of doubt: (i) while the signed Statement(s) of Work may, in whole or in part, refer to the below-defined Products and/or Services, the signed Statement(s) of Work shall be the sole and exclusive identification of the aggregated Products and/or Services Client agrees to subscribe to and/or procure from Abacus and which Abacus agrees to provide to Client. In the event of any conflict, either in whole or in part, between this Description of Services and a SOW / Addendum, the terms of this Description of Services shall govern as relates to the aggregated Products and/or Services Client agrees to subscribe to and/or procure from Abacus and Abacus agrees to provide to Client unless a SOW / Addendum explicitly provides that the Products or Services identified therein are to be provided as specifically described in such SOW / Addendum; and (ii) Client requests for delivery of Product(s) and/or Service(s) earlier than standard time frame(s) will incur an expedite fee.

## SERVICE

### AbacusFLEX

- a. Abacus will provide Client access to the following services which shall be hosted at the designated location(s) with the specific platform used to deliver said services to be detailed in one or more applicable SOW(s) / Addendum(s).
  - Hosted Email including encrypted email services, personal calendars, shared calendars, contacts, public folders/file sharing and task management; as well as integration with the Abacus supplied anti-virus, firewall and anti-spam solutions. For those Clients who subscribe to DMARC and/or DKIM services, Client understands and agrees that: i) Abacus shall only configure and entitle Client to use said Service; and ii) Client and/or Client's Third-Party Vendor shall be solely responsible for processing and interpreting any and all system generated output(s), as well as implementing any and all needed modifications and/or requesting Abacus to implement such modifications, for which Abacus shall charge applicable rate(s) (*as detailed in one or more SOW(s) / Addendum(s)*)
  - File Hosting. Abacus will provide Client access to a centralized infrastructure to store and manage applicable and Client designated documents, files and emails. Abacus will maintain the file structure and permissions as directed by Client. As part of this service, Client shall be allocated the then current amount of storage per Authorized User, aggregated across the firm detailed in one or more SOW(s) / Addendum(s); *provided* AbacusFLEX Hybrid Cloud and AbacusFLEX Public Cloud subscribers shall be allocated the amount of storage dictated by the respective third-party vendor for the applicable services. Additional storage shall be provided on an as needed basis in accordance with the pricing detailed in one or more SOW(s) / Addendum(s) and/or at the then current rate(s) as set forth by the respective third-party vendor for the applicable services. Abacus shall configure "near"-real time data replication with storage to a secondary online solution per the schedule as set forth in one or more SOW(s) / Addendum(s) and at the rate(s) detailed therein.

For those Clients whose solution makes use of a public cloud based service, Client understands and agrees, pertaining to the applicable service(s): (i) that such service(s) is hosted in the respective third-party vendor's public cloud, and, as such, is provided solely by an independent third-party; ii) while such service(s) makes use of the Abacus supplied credentials to access such service(s): x) all applicable data stored outside of the Abacus private cloud / Abacus's controls; and y) the security and/or controls around such

data, including, but not limited to external sharing, sensitive data detection and data syncing policies/settings for Client's Authorized Users, are Client's responsibility. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY IN THE AGREEMENT OR ONE OR MORE SOW(S): x) ABACUS SHALL NOT BE HELD LIABLE OR IN BREACH OF THE AGREEMENT FOR ANY UNAUTHORIZED ACCESS TO, LOSS OF OR BREACH OF DATA STORED OUTSIDE OF ABACUS'S PRIVATE CLOUD / ABACUS'S CONTROLS; AND y) CLIENT HEREBY RELEASES ABACUS FROM THE FOLLOWING, AS IT PERTAINS TO SUCH EVENT: i) ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS; AND ii) ANY AND ALL OBLIGATIONS IN CONNECTION WITH ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS. FURTHERMORE, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD ABACUS HARMLESS FROM AND AGAINST ANY LIABILITY, ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) INCURRED BY CLIENT AS A CONSEQUENCE OF SUCH UNAUTHORIZED ACCESS TO, LOSS OF OR BREACH OF DATA STORED OUTSIDE OF ABACUS'S PRIVATE CLOUD / ABACUS'S CONTROLS.

- Active Directory. Abacus will create and maintain security groups and Access Control Lists per the Client's needs.
- DNS. If so detailed in one or more SOW(s) / Addendum(s), Abacus will create and maintain the necessary DNS resolution entries. Client understands and agrees Client shall be solely responsible for: i) the initial registration and any/all subsequent renewals of Client's Domain Name (*inclusive of any/all appropriate fees*) with the appropriate third-party vendor; ii) configuration and on-going maintenance of access control (*inclusive of any/all change requests*) of said Domain Name account.
- Print Services. Client supplied printers will be configured to allow for centralized firm-wide usage/access and management.
- Remote Access. Authorized Users have remote access to the applicable services detailed in one or more SOW(s) / Addendum(s) via the connection(s) detailed in one or more SOW(s) / Addendum(s). If so indicated in one or more SOW(s) / Addendum(s), this solution shall include the multi-factor authentication solution detailed in this Agreement.
- Abacus shall provide Client the number and type of DR test(s) detailed in one or more SOW(s) / Addendum(s), which shall include a post-test report of the any applicable Disaster Recovery Services (*as detailed in this Agreement*).
- FTP Hosting. Authorized Users have access to a secure location to post files (*.csv, etc*) to facilitate exchange with counterparties. Client will be allocated 10GB of total storage and files will be hosted for 90 days, with files being automatically deleted (*oldest to newest*) when storage/time limit have been reached.

Client understands and agrees that certain aspects of the AbacusFLEX platform may not function as expected when accessed from a non-Microsoft Windows based device, including, but not limited to anti-virus, Security Information and Event Management (SIEM), Client's remote access to the AbacusFLEX platform / Abacus's ability to remotely connect to Client's end-user equipment to troubleshoot issues, automatic patching, One Drive / SharePoint, etc. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY IN THE AGREEMENT OR ONE OR MORE SOW(S) / ADDENDUM(S): X) ABACUS SHALL MAKE REASONABLE EFFORTS TO SUPPLY AS MUCH FUNCTIONALITY AS POSSIBLE TO NON-MICROSOFT WINDOWS BASED DEVICES, BUT RESERVES THE RIGHT TO CHARGE THE THEN CURRENT APPLICABLE T&M RATE(S) AS SPECIFIED BY THE CURRENT DOCUMENT(S) POSTED TO CLIENT'S ACCOUNT OR AN APPROPRIATE GENERAL SECTION ON THE ABACUS PORTAL FOR EFFORTS ABOVE AND BEYOND REASONABLE; AND (Y) AS A RESULT OF ACCESSING THE ABACUSFLEX PLATFORM FROM A NON-MICROSOFT WINDOWS BASED DEVICE: (I) ABACUS SHALL NOT BE HELD LIABLE OR IN BREACH OF THE AGREEMENT, IT'S OBLIGATIONS OR THE SERVICE LEVEL AGREEMENT DUE TO DIMINISHED OR LACK OF FUNCTIONALITY; AND (II) CLIENT SHALL INDEMNIFY, DEFEND AND HOLD ABACUS HARMLESS FROM AND AGAINST ANY LIABILITY, ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, COSTS OR EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND DISBURSEMENTS INCURRED BY CLIENT.

- b. Abacus shall provide the following implementation related services as they relate to AbacusFLEX:
- Implement the functionality detailed in one or more SOW (s) / Addendum(s) defined above. Abacus shall consider the implementation completed upon Client's technical ability to access substantially all such above functionality
  - If appropriate, migrate, one-time, end-user permissions
  - If appropriate, migrate, one-time, the mutually agreed upon amount of current data
  - Configure the following hardware in the given quantities per Authorized User of AbacusFLEX to access the AbacusFLEX services (*DOES NOT APPLY TO ABCUSFLEX – HOSTED EXCHANGE / ABACUSFLEX – HYBRID – EMAIL ONLY / ABACUSFLEX – EMAIL ONLY*):
    - (1) Managed PC/Laptop to access the appropriate AbacusFLEX functionality defined above
    - Up to (2) mobile devices to access the appropriate AbacusFLEX functionality defined above
    - (1) printer to access the network or managed device

FOR THE AVOIDANCE OF DOUBT, THIS DOES NOT INCLUDE REBUILDING, IMAGING, INSTALLATION OF 3<sup>rd</sup> PARTY SOFTWARE, OPERATING SYSTEM UPGRADES OR ANY OTHER DEVICE RELATED WORK NOT RELATED TO THE DELIVERY OF ABACUSFLEX FUNCTIONALITY. IF ANY OF THESE ANCILLARY SERVICES ARE REQUIRED, THEY WILL BE BILLED AT THE APPLICABLE TIME AND MATERIALS RATE(S) DEFINED IN ONE OR MORE APPLICABLE SOW(S) / ADDENDUM(S)

- Provide the following project management related tasks for the initial build-out of Client's Primary Office:
  - Gather Client requirements and develop a project plan for the implementation of AbacusFLEX, the initial build-out of Client's primary office, applicable third-party application vendors for Abacus supplied Infrastructure as a Service / Application Hosting Services and other approved third-party application vendors (including, but not limited to electronic message archiving, CRM, etc)
  - Coordination of Client selected vendors within the scope of the Abacus developed project plan, including, as it pertains to the technology portion of such:
    - Third-Party Connectivity Circuit
    - HVAC (Air conditioning)
    - Security (Key card)
    - A/V (Video Conference, Cable Boxes, etc.)
    - Low Voltage (Electrical and Ethernet cabling)
    - Furniture (Trade Desks, Conference Tables, etc.)
    - Server Room Sizing
    - Courier/Shipping
    - Regular construction, project and/or status meetings that Abacus considers necessary
- c. For the avoidance of doubt the following shall not be included as part on the implementation and/or project management services defined herein and shall be billed at the then current applicable T&M rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the Abacus portal:
  - Home Setups
  - Configuration of more than 3 devices (as defined above) per Authorized User
  - REBUILDING, IMAGING, INSTALLATION/CONFIGURATION OF 3rd PARTY SOFTWARE, OPERATING SYSTEM UPGRADES OR ANY OTHER DEVICE RELATED WORK NOT DIRECTLY ATTRIBUTED TO THE ABACUS SUPPLIED PRODUCT(S) / SERVICE(S) (INCLUDING ABACUSFLEX, INFRASTRUCTURE AS A SERVICE / APPLICATION HOSTING SERVICES, ETC)
  - Abacus's coordination of Client's relocation from/to a location other than defined herein
  - Setup of third-party vendor software not directly attributed to the Abacus supplied Product(s) / Service(s) (including AbacusFLEX, Infrastructure as a Service / Application Hosting Services, etc)
  - Vendor Selection
  - Vendor Bid leveling
  - Vendor work above and beyond IT components
  - Additional site surveys
- d. Abacus shall perform the following as related to the removal of an AbacusFLEX Authorized User:
  - For AbacusFLEX Private Cloud and AbacusFLEX Hybrid Cloud:
    - Account:
      - AD:
        - i. Reset password, disable account, add Abacus Service ticket number to description for the user
        - ii. Place user in disabled users OU
        - iii. Remove security group access
      - Disable applicable Meraki VPN devices
      - Delete MFA accounts
      - Retire managed mobile devices in InTune or other applicable endpoint management solution(s)
      - Grant permission to and generate link to outgoing user's Home Drive for requesting Approver
      - Revoke active Citrix sessions, including deprovisioning all applicable hosted apps
    - Office 365:
      - Remove user from all distribution list(s)
      - Revoke Session Tokens / Block Sign-In / Disable Account
      - Apply autoreply as requested by Approver
      - Enable Mailbox forwarding as requested by Approver
      - Add 'Full access' and 'Send as' access to mailbox as requested by Approver

- Disable Client facing email confirming account
- Covert mailbox to shared mailbox and hide from Client's global address list
- Remove License from user account after converting to shared mailbox unless over 50Gb
- For AbacusFLEX Public Cloud
  - Account
    - Disable applicable Meraki VPN devices
    - Retire managed mobile devices in InTune or other applicable endpoint management solution(s)
    - Disable Client facing email confirming account
    - Grant permission to and generate link to outgoing user's OneDrive for requesting Approver
    - Exchange Admin: Covert mailbox to shared mailbox and hide from Client's global address list
  - Office 365
    - Revoke Session Tokens / Block Sign-In / Disable Account
    - Remove user from all distribution list(s)
    - Apply autoreply as requested by Approver
    - Add 'Full access' and 'Send as' access to mailbox as requested by Approver
    - Enable Mailbox forwarding as requested by Approver
    - Remove License from user account after converting to Shared Mailbox unless over 50Gb

For the avoidance of doubt tasks not defined above as being included as part of the Authorized User removal process shall be billed at the then current applicable T&M rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the Abacus portal.

## User Support Fee

- Remote Support 24x7: On-Going Remote Helpdesk Support as detailed in one or more SOW(s) / Addendums(s), all other On-Going Support will be billed at the then current applicable rate(s) detailed in one or more SOW(s) / Addendums(s) and/or on Portal
- Procurement Management – a dedicated team to support the procurement needs of the firm
- Client Relationship Management – A dedicated team to support the on-going business relationship
- DDQ Assistance: Access to investor/regulatory resources. Abacus shall provide the Compliance and Controls reports (simplified cybersecurity risk information), including standard Abacus DDQ / documents. Additional consulting, including, but not limited to the below shall be billed at the then standard rate(s) as posted to the Abacus Portal:
  - Customized DDQ Work, in person security training, Reporting,
  - Consultation Regarding Remediation of issues not on the AbacusFLEX platform
  - Consultation and Research Regarding Security Concepts, Trends, Companies, etc.
  - Policy and Other Document Review / Creation
- Vendor Support: Abacus can assist Client with its third-party vendors to either manage and/or resolve issues. For the avoidance of doubt, any time spent by Abacus shall be billed at the then current applicable rate(s) as detailed in one or more SOW(s) / Addendums(s) and/or on Portal
- Abacus Client Portal: Users authorized by Client shall have access to the abacusPortal, which allows such users to, among other capabilities, access real-time and historic service tickets; access critical platform and client specific documents; control user approval roles; access service usage and billing information; manage distribution lists; and manage Client's end-user contact information and communication preferences

## Onsite Support

Abacus shall provide the services detailed in one or more SOW(s) / Addendums(s)) will be billed at the then current applicable rate(s) detailed in one or more SOW(s) / Addendums(s) and/or on Portal

## Client Technology Manager

Abacus shall provide the services detailed in one or more SOW(s) / Addendums(s)) will be billed at the then current applicable rate(s) detailed in one or more SOW(s) / Addendums(s) and/or on Portal

## MICROSOFT LICENSES

Abacus shall provide the software licenses detailed in one or more SOW(s) / Addendum(s) at the rate(s) detailed in such SOW / Addendum. For the avoidance of doubt, in the event Client reduces the number of Authorized Users allowed to access and use this Product/Service under a SOW during the term of the SOW, or terminates a SOW other than in accordance with Section 7.1 of the

Principal Agreement, or terminates the subscription or access to all or portion of this Product/Service under a SOW during the term of the SOW, Client shall pay Abacus the applicable per Authorized User monthly costs and any applicable recurring fees for the remainder of the then-current term of this Product/Service. Notwithstanding the foregoing, in the event Client wishes to remove one or more Authorized Users allowed to access and use this Product/Service under a SOW during the term of the SOW, but retain the license with respect to this Product / Service, then the Client shall continue to pay the applicable fees set forth in the SOW and the foregoing provisions shall not apply.

## CYBERSECURITY

For those Clients who subscribe to the CyberBasic/Core/Enterprise service (*as indicated as a line item in one or more SOW(s) / Addendum(s)*) Abacus shall provide:

### Technology

#### Authentication and Authorization

Abacus shall configure and implement a solution that requires all user names and passwords meet the then current security requirements

#### Multi-Factor Authentication

A multi-factor authentication solution. Client understands and agrees that, unless indicated to the contrary within one or more SOW(s) / Addendum(s), the rate(s) detailed in one or more SOW(s) / Addendum(s) will be charged for: i) each User Account and/or token configured; and ii) to replace any/all lost/stolen physical token(s) to configure/install the User Account application for any/all additional devices or to transfer a previously installed User Account application to a new/replacement mobile device. Abacus shall consider the implementation completed Client's technical ability to access the functionality defined herein

#### Single Sign On

Authentication for Client's end-users that makes use of the Abacus supplied Active Directory (AD) that enables a single set of credentials for the applicable Abacus hosted files services, email services, etc. Client understands and agrees: i) all end-users and their respective accreditation(s) must be defined and authorized in writing in advance to Abacus; provided that no application(s)/service(s) shall be added without the written consent of Abacus, with such consent not being unreasonably withheld; and ii) Client is responsible for managing end-user access levels and accreditation, including, but not limited to immediately notifying Abacus in writing in the event an end-user's access is to be revoked and the time-frame in which such revocation is to occur. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY IN THE PRINCIPAL AGREEMENT OR ONE OR MORE SOW(S) / ADDENDUM(S), IN THE EVENT CLIENT FAILS TO PROVIDE PRIOR AND TIMELY WRITTEN NOTIFICATION OF AN END-USER REVOCATION: I) ABACUS SHALL NOT BE HELD LIABLE OR IN BREACH OF THE PRINCIPAL AGREEMENT FOR ANY ACCESS A REVOKED END-USER MAY SECURE OR MAKE USE OF; AND II) CLIENT HEREBY RELEASES ABACUS FROM THE FOLLOWING, AS IT PERTAINS TO SUCH FAILURE: I) ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS; AND II) ANY AND ALL OBLIGATIONS IN CONNECTION WITH ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS. FURTHERMORE, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD ABACUS HARMLESS FROM AND AGAINST ANY LIABILITY, ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) INCURRED BY CLIENT AS A CONSEQUENCE OF CLIENT'S FAILURE

#### Web Security

Abacus will provide the services as detailed in one or more SOW(s) / Addendum(s), which shall include, but not be limited to: Web Security (e.g. URL filtering, Intrusion Prevention, etc). Client understands and agrees that as part of this Service: i) Abacus shall only supply actionable reporting and/or recommendations(s) on Client's risks; and ii) Client and/or Client's third-party vendor shall be solely responsible for processing and interpreting any and all supplied output(s), as well as implementing any and all needed modifications and/or requesting Abacus to implement such modifications, for which Abacus shall charge applicable rate(s) (*as detailed in one or more SOW(s) / Addendum(s)*) FOR THE AVOIDANCE OF DOUBT, ALL OTHER TASKS NOT DETAILED IN ONE OR MORE SOW(S) / ADDENDUM(S) AS BEING INCLUDED, SHALL BE BILLED AT THE THEN STANDARD RATE(S) AS POSTED ON THE ABACUS PORTAL.

#### Office 365 Backup

Abacus shall configure "near"-real time data replication with storage to a secondary online solution per the schedule as set forth in one or more SOW(s) / Addendum(s) and at the rate(s) detailed therein. Client understands and agrees: Abacus shall charge for this service at the rate(s) detailed in one or more applicable SOW(s) / Addendum(s); Abacus will backup the mutually agreed upon data at the "Backup Frequency", for the "Retention Period", in the "Format";, and retain the requested and documented data in the Format(s) set forth in in one or more applicable Extended Retention Request Form(s); For Extended Backup Retention / Data

Management – Extended Retention (Office 365) Subscribers Only, the “Backup Frequency” shall be every six (6) hours; and upon expiration of the Retention Period detailed in one or more applicable Extended Retention Request Form(s), Abacus shall delete the applicable backup(s).

### Password Manager

Abacus shall configure a third-party solution for all Authorized Users that allows Client’s Authorized Users to securely store and share passwords that are saved to the Authorized User’s “vault”. Client understands and agrees that: (i) access to the “vault” uses the Abacus supplied Active Directory (AD) credentials, and as such, is dependent upon continued access to your corporate account; ii) that such service(s) is provided solely by an independent third-party; iii) while such service(s) makes use of the Abacus supplied credentials to access such service(s): x) all applicable data is stored outside of Abacus’s controls; and y) the security, policies/settings and/or controls around such data, including, but not limited to sharing between Client’s Authorized Users and/or external parties elected by Client and/or Client’s Authorized User(s), are Client’s responsibility. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY IN THE AGREEMENT OR ONE OR MORE SOW(S): x) ABACUS SHALL NOT BE HELD LIABLE OR IN BREACH OF THE AGREEMENT FOR ANY UNAUTHORIZED ACCESS TO, LOSS OF OR BREACH OF DATA STORED OUTSIDE OF ABACUS’S CONTROLS; AND y) CLIENT HEREBY RELEASES ABACUS FROM THE FOLLOWING, AS IT PERTAINS TO SUCH EVENT: i) ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS; AND ii) ANY AND ALL OBLIGATIONS IN CONNECTION WITH ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS. FURTHERMORE, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD ABACUS HARMLESS FROM AND AGAINST ANY LIABILITY, ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES AND DISBURSEMENTS) INCURRED BY CLIENT AS A CONSEQUENCE OF SUCH UNAUTHORIZED ACCESS TO, LOSS OF OR BREACH OF DATA STORED OUTSIDE OF ABACUS’S CONTROLS.

## Endpoint Management

### Endpoint Detection and Response

Abacus shall supply this service as detailed in one or more SOW(s) / Addendum(s)

### Device Management - Mobile Device Sync Services

Provides push-based access to the following applications on Authorized Users iPhone/Android devices: email, calendar, contacts and task management (*provided device is on the appropriate release of software and/or Client supplies any/all necessary third –party software*). If so indicated in one or more SOW(s) / Addendum(s), this service shall include the Mobile Device Management (“MDM”) services detailed in such SOW(s) / Addendum(s).

### Device Encryption

Abacus shall supply this service as detailed in one or more SOW(s) / Addendum(s)

### Patch Management

Abacus shall continuously apply patches to the then current supported third-party applications in the background as they are released and tested. The current status will be automatically updated on the applicable abacusPortal section(s) / report(s).

## Monitoring & Response

### Threat Intelligence Monitoring

Abacus shall supply this service as detailed in one or more SOW(s) / Addendum(s)

### Managed Detection & Response

Abacus will provide the services as detailed in one or more SOW(s) / Addendum(s). Client understands and agrees that as part of this Service: i) Abacus shall only supply actionable reporting and/or recommendations(s) on Client’s risks; and ii) Client and/or Client’s third-party vendor shall be solely responsible for processing and interpreting any and all supplied output(s), as well as implementing any and all needed modifications and/or requesting Abacus to implement such modifications, for which Abacus shall charge applicable rate(s) (*as detailed in one or more SOW(s) / Addendum(s)*) FOR THE AVOIDANCE OF DOUBT, ALL OTHER TASKS NOT DETAILED IN ONE OR MORE SOW(S) / ADDENDUM(S) AS BEING INCLUDED, SHALL BE BILLED AT THE THEN STANDARD RATE(S) AS POSTED ON THE ABACUS PORTAL.

### Microsoft 365 Security Monitoring

Abacus shall configure a solution that automatically detects and remediates the then current Abacus, in its sole discretion, defined top five (5) common threats to Azure/O365 data. Furthermore, Abacus will provide a more comprehensive data and toolset; and scheduled cybersecurity event and risk assessment reports (*as detailed in one or more SOW(s) / Addendum(s)*). Client understands and agrees that as part of this Service: i) Abacus shall only supply actionable reporting and/or recommendations(s) on Client’s risks; and ii) Client and/or Client’s third-party vendor shall be solely responsible for processing and interpreting any and all supplied output(s), as well as implementing any and all needed modifications and/or requesting Abacus to implement such modifications, for

which Abacus shall charge applicable rate(s) (as detailed in one or more SOW(s) / Addendum(s)) FOR THE AVOIDANCE OF DOUBT, ALL OTHER TASKS NOT DETAILED IN ONE OR MORE SOW(S) / ADDENDUM(S) AS BEING INCLUDED, SHALL BE BILLED AT THE THEN STANDARD RATE(S) AS POSTED ON THE ABACUS PORTAL..

## Staff Training & Protection

Abacus shall provide Client the computer based managed training detailed in one or more SOW(s) / Addendum(s), which shall include, but not be limited to any applicable reporting as well as:

- Online Cybersecurity Awareness Training

Cybersecurity Education: Abacus shall provide Client the computer based managed training detailed in one or more SOW(s) / Addendum(s), which shall include any applicable reporting.

- Phishing Testing
- Proactive Public Data Sanitization Services – Abacus shall perform automated monthly scans of the then current Abacus, in its sole discretion, defined top people-search sites and data brokers to track use of personal information, with automatic opt outs and removal requests sent on behalf of users. This service protects individuals and organizations from data breaches, identity theft and social engineering attacks. For the avoidance of doubt: i) Abacus shall perform the automated monthly scans and make the needed requests, but Client understands and agrees this Service does not include nor guarantee the removal of any data from such sites / data brokers; and ii) in the event Client reduces the number of Authorized Users allowed to access and use this Product/Service under a SOW during the term of the SOW, or terminates a SOW other than in accordance with Section 7.1 of the Principal Agreement, or terminates the subscription or access to all or portion of this Product/Service under a SOW during the term of the SOW, Client shall pay Abacus the applicable per Authorized User monthly costs and any applicable recurring fees for the remainder of the then-current term of this Product/Service. Notwithstanding the foregoing, in the event Client wishes to remove one or more Authorized Users allowed to access and use this Product/Service under a SOW during the term of the SOW, but retain the license with respect to this Product / Service, then the Client shall continue to pay the applicable fees set forth in the SOW and the foregoing provisions shall not apply.

## Risk Assessment

- Microsoft 365 Automated Policy Benchmarking provides insight into which Microsoft 365 security settings are aligned with best practices (e.g., NIST, CIS, SaaS Alerts recommendations)
- Vulnerability and Remediation Management: Review of vulnerability scan results, as well as remediation recommendations and progress with your Abacus vulnerability management team per the schedule detailed by the subscription type; any additional efforts will be discussed with Client in advance and charged at the then standard rates as posted on the Abacus Portal.

## ENHANCEMENTS

### Access Equipment & Service

#### Network Device Management (Client Owned)

For those Clients who subscribe to this Service (as indicated in one or more SOW(s) / Addendum(s) by a Service name prefaced by "Management – XXX" where "XXX" denotes the specific piece of equipment being managed), in providing this Service, Abacus will provide the following with respect to assisting Client in the maintenance and management of the Client supplied network devices:

- Implementation and configuration of said mutually agreed upon Client supplied network devices
- 24x7 monitoring of said mutually agreed upon Client supplied network devices
- Installation of applicable patches to said mutually agreed upon Client supplied network devices to address, including, but not limited to, security vulnerabilities and critical bug fixes. Client understands and agrees patches shall be applied when necessary, focusing on high-severity vulnerabilities or critical functionality issues and only after sufficient testing by Abacus to ensure stability, safety, functionality and compatibility.
- Assisting in the diagnosis and resolution of issues related to said mutually agreed upon Client supplied network devices, including collaborating with Client's third-party vendor / device manufacturers
- Abacus shall consider the implementation completed upon Client's technical ability to substantially access the mutually agreed upon Client supplied network devices. For the avoidance of doubt, in the event that Abacus is not tasked with installation of the Client supplied network devices, Abacus providing the configured Client supplied network devices to Client and/or Client's third-party vendor(s) shall constitute these services being implemented.

FOR THE AVOIDANCE OF DOUBT Client understands and agrees: i) Client shall ensure all Client supplied network devices are properly

licensed, covered by a valid and appropriate maintenance / service agreement and meet / exceed Abacus's current recommend specifications; ii) any/all configuration, installation, maintenance, management and/or patches provided by Client and/or Client's third-party vendor(s) / device manufacture(s) are the sole responsibility of Client / such third-party and all related fee(s) shall be the sole responsibility of Client; iii) Abacus shall be by authorized by Client with the applicable third-party vendor(s) / device manufacturer(s) to open and manage any/all appropriate and needed support cases with applicable third-party vendor(s) / device manufacturer(s); iv) in the event that Abacus assists Client and or third-party vendor(s) / device manufacture(s) with the resolution of any/all issues stemming from acts or omissions by Client and/or Client's third-party vendor(s) / device manufacture(s) on Client's behalf or at Client's request, such assistance shall be billed to Client at the rate(s) defined in one or more SOW(s) / Addendum(s) and/or the then current applicable T&M rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the Abacus Portal; and v) Abacus shall not be held liable or in breach of this Agreement, including, but not limited to, exclusion of all failings/outages of the Abacus Product(s) / Service(s) from the calculation of system availability (*as detailed in the Abacus Service Level Agreement*) that result from events outside of Abacus's reasonable control that are caused and/or associated with the acts or omissions of Client and/or Client's third-party vendor(s) / device manufacture(s).

## Cloud Services

### AbacusVDI

- Abacus will provide Client the virtual desktop resources detailed in one or more applicable SOW(s) / Addendum(s). Client understands and agrees that they are responsible for providing the necessary end-user hardware. In providing this service, Abacus will provide the following services with respect to the implementation and management of AbacusVDI:
- Citrix Resources, if required, for each Authorized User (as detailed in one or more applicable SOW(s) / Addendum(s)) to access / utilize AbacusVDI
- Configuration & Testing of the AbacusVDI service
- As it relates to the infrastructure Abacus uses to supply this service:
  - Abacus 24x7 Monitoring
  - Hardware & Software OS Updates
  - Maintenance and Monitoring of Physical Hardware
  - Security Patches
  - Virus Checks & Updates
- FOR THE AVOIDANCE OF DOUBT, THIS SERVICE DOES NOT INCLUDE BUILDING / REBUILDING, IMAGING AND/OR CONFIGURATION OF THE END-USER HARDWARE, INSTALLATION OF 3<sup>rd</sup> PARTY SOFTWARE, OPERATING SYSTEM UPGRADES OR ANY OTHER DEVICE RELATED WORK NOT RELATED TO THE DELIVERY OF ABACUSVDI FUNCTIONALITY. IF ANY OF THESE ANCILLARY SERVICES ARE REQUIRED, THEY WILL BE BILLED AT THE APPLICABLE TIME AND MATERIALS RATE(S) DETAILED IN ONE OR MORE APPLICABLE SOW(S) / ADDENDUM(S).
- Abacus shall consider the implementation completed upon Client's technical ability to access substantially all such above functionality. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY, FOR ALL SITE(S) THAT MAKE USE OF ONLY CLIENT SUPPLIED DIRECT PUBLIC INTERNET ACCESS SERVICE(S) INSTEAD OF A POINT-TO-POINT CONNECTION TO THE ABACUS DATA CENTER, CLIENT UNDERSTANDS AND AGREES THAT ABACUS: I) CANNOT GUARANTEE THE QUALITY OF SERVICE ("QOS") NOR THE FEATURES OR FUNCTIONALITY OF THIS SERVICE; NOR II) BE HELD LIABLE OR IN BREACH OF THIS AGREEMENT FOR ANY FAILING OF THE ABACUS SUPPLIED SERVICES THAT ARE CAUSED AND/OR ASSOCIATED WITH SUCH CONNECTION METHOD

### Infrastructure as a Service / Application Hosting Production

Abacus will provide Client with the hosting services detailed in one or more applicable SOW(s) / Addendum(s) . In providing this service, Abacus will provide the following services with respect to the implementation and management of the Infrastructure as a Service / Application Hosting Services:

- If required, the applicable solution for each Authorized User (as defined above) to access / utilize this service (e.g. Citrix Resources for Infrastructure as a Service / Application Hosting Private Cloud or Windows Virtual Desktop for Infrastructure as a Service / Application Hosting Public Cloud subscribers),
- Configuration, Data Transfer & Testing
- 24x7 Monitoring
- Hardware & Software OS Updates
- Replication Monitoring and Troubleshooting as Needed (*if DR is provided*)
- Maintenance and Monitoring of Physical Hardware

- Security Patches
- Virus Checks & Updates

For Infrastructure as a Service / Application Hosting Private Cloud Subscribers ONLY, as part of this service, Abacus will provide Client FTP hosting services, which will provide each applicable Authorized User of this service access to a secure location to post files (.csv, etc) and to facilitate exchange with counterparties. Client will be allocated 10GB of total storage and files will be hosted for 90 days, with files being automatically deleted (*oldest to newest*) when storage/time limit have been reached.

Abacus shall provide the following implementation related services as they relate to Infrastructure as a Service / Application Hosting:

- Implement the functionality defined above. Abacus shall consider the implementation completed upon Client's technical ability to access substantially all such above functionality. FOR THE AVOIDANCE OF DOUBT, ABACUS PROVIDING THE VMS/SERVERS DETAILED IN THE PRINCIPAL AGREEMENT TO CLIENT AND/OR CLIENT'S THIRD-PARTY VENDOR(S) SHALL CONSTITUTE THESE SERVICES BEING IMPLEMENTED;
- If appropriate, migrate, one-time, end-user permissions;
- If appropriate, migrate, one-time, current data If appropriate, migrate, one-time, the mutually agreed upon amount of current data;
- Coordinate applicable third-party application vendors within in the scope of the Abacus supplied Infrastructure as a Service / Application Hosting Services.

Abacus shall: (i) consider the implementation completed upon Client's technical ability to access substantially all such above functionality; and (ii) For Infrastructure as a Service / Application Hosting Public Cloud Subscribers ONLY, bill for any resources used monthly in arrears at the then current rate(s).

FOR THE AVOIDANCE OF DOUBT: (i) ABACUS'S COORDINATION AND/OR SETUP OF THIRD-PARTY VENDOR SOFTWARE NOT DIRECTLY ATTRIBUTED TO THE ABACUS SUPPLIED INFRASTRUCTURE AS A SERVICE / APPLICATION HOSTING SERVICES SHALL NOT BE INCLUDED AS PART ON THE IMPLEMENTATION SERVICES DEFINED HEREIN AND SHALL BE BILLED AT THE THEN CURRENT APPLICABLE T&M RATE(S) AS SPECIFIED BY THE CURRENT DOCUMENT(S) POSTED TO CLIENT'S ACCOUNT OR AN APPROPRIATE GENERAL SECTION ON THE ABACUS PORTAL; and (ii) REGARDLESS OF IF STATED TO THE CONTRARY, FOR ALL SITE(S) THAT MAKE USE OF ONLY CLIENT SUPPLIED DIRECT PUBLIC INTERNET ACCESS SERVICE(S) INSTEAD OF A POINT-TO-POINT CONNECTION TO THE ABACUS DATA CENTER, CLIENT UNDERSTANDS AND AGREES THAT ABACUS: I) CANNOT GUARANTEE THE QUALITY OF SERVICE ("QOS") NOR THE FEATURES OR FUNCTIONALITY OF THIS SERVICE; NOR II) BE HELD LIABLE OR IN BREACH OF THIS AGREEMENT FOR ANY FAILING OF THE ABACUS SUPPLIED SERVICES THAT ARE CAUSED AND/OR ASSOCIATED WITH SUCH CONNECTION METHOD.

### Micro-Segmentation

Abacus shall configure a solution that adds an additional layer of security by automatically enforcing the principle of least privilege across all employees. Client understands and agrees: i) all end-users and their respective accreditation(s) as well as the pertinent applicable third-party application(s)/service(s) must be defined and authorized in writing in advance to Abacus; provided that no application(s)/service(s) shall be added without the written consent of Abacus, with such consent not being unreasonably withheld; ii) Client is responsible providing needed testing and validation post configuration and iii) Client is responsible for managing end-user access levels and accreditation for each of Client's authorized end-users within each target application/service, including, but not limited to immediately notifying Abacus in writing in the event an end-user's access to this Product/Service and/or a third-party application/service is to be revoked and the time-frame in which such revocation is to occur. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY IN THE PRINCIPAL AGREEMENT OR ONE OR MORE SOW(S) / ADDENDUM(S), IN THE EVENT CLIENT FAILS TO PROVIDE PRIOR AND TIMELY WRITTEN NOTIFICATION OF AN END-USER REVOCATION: I) ABACUS SHALL NOT BE HELD LIABLE OR IN BREACH OF THE PRINCIPAL AGREEMENT FOR ANY ACCESS A REVOKED END-USER MAY SECURE OR MAKE USE OF; AND II) CLIENT HEREBY RELEASES ABACUS FROM THE FOLLOWING, AS IT PERTAINS TO SUCH FAILURE: I) ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS; AND II) ANY AND ALL OBLIGATIONS IN CONNECTION WITH ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS. FURTHERMORE, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD ABACUS HARMLESS FROM AND AGAINST ANY LIABILITY, ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) INCURRED BY CLIENT AS A CONSEQUENCE OF CLIENT'S FAILURE. For the avoidance of doubt, in the event Client reduces the number of Authorized Users allowed to access and use this Product/Service under a SOW during the term of the SOW, or terminates a SOW other than in accordance with Section 7.1 of the Principal Agreement, or terminates the subscription or access to all or portion of this Product/Service under a SOW during the term of the SOW, Client shall pay Abacus the applicable per Authorized User monthly costs and any applicable recurring fees for the remainder of the then-current term of this Product/Service. Notwithstanding the foregoing, in the event Client wishes to remove one or more Authorized Users allowed to access and use this Product/Service under a SOW during the term of the SOW, but retain the license with respect to this Product / Service, then the Client shall continue to pay the applicable fees set forth in the SOW and the foregoing provisions

shall not apply.

## Co-Location

Abacus will provide Client with hosting services to co-locate Client's supplied hardware (which may include hardware and/or services supplied to Client by a third-party vendor that is not Abacus) in the mutually agreed upon designated locations. Client understands and agrees that: i) any/all assistance Abacus provides in the implementation of Client's supplied hardware shall be billed at the then current applicable T&M rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the Abacus portal; ii) in the event Client's hardware exceeds the allocated power (*as defined herein*), Abacus shall bill Client the amount of "U" of rack space, in 1"U increments, required to supply the amount of power required; iii) that Client must subscribe to and maintain: x) the Abacus Site Fee services (*as defined in the Principal Agreement*); and b) any/all applicable and necessary services provided by applicable third-party vendor(s); iv) that: a) any/all hardware/service provided by a given third-party vendor is the sole responsibility of said third-party vendor, including, but not limited to, supplying, maintaining, replacing and/or upgrading hardware when necessary, as well as ensuring availability of and resolution of any/all issues with said hardware/service; b) that services provided by third-party vendors, including, but not limited to tasks not defined as to be performed by Abacus shall be: x) addressed by a separate proposal supplied by said third-party vendor; y) provided and guaranteed solely by said third-party vendor; and z) payment for which shall be solely the responsibility of Client. Abacus shall consider the implementation completed upon Client's technical ability to access the functionality defined herein.

FOR THE AVOIDANCE OF DOUBT ABACUS SHALL NOT BE HELD RESPONSIBLE FOR ANY/ALL DEGRADATION, LOSS OF SERVICE AND/OR ISSUES WITH SAID HARDWARE/SERVICE; *PROVIDED*, ANY/ALL ISSUES WITH SAID HARDWARE/SERVICE THAT RESULTS FROM ISSUE(S) WITH ABACUS SUPPLIED HARDWARE/SERVICE SHALL BE THE RESPONSIBILITY OF ABACUS. CLIENT UNDERSTANDS AND AGREES THAT IN THE EVENT THAT ABACUS ASSISTS THIRD-PARTY VENDOR(S) WITH THE RESOLUTION OF ANY/ALL ISSUES WITH THE RESPECTIVE HARDWARE/SERVICE(S) STEMMING FROM ISSUE(S) THAT ARE THE SOLE RESPONSIBILITY OF SAID THIRD-PARTY VENDOR(S) ON CLIENT'S BEHALF OR AT CLIENT'S REQUEST, SUCH ASSISTANCE SHALL BE BILLED TO CLIENT AT THE THEN CURRENT APPLICABLE T&M RATE(S) AS SPECIFIED BY THE CURRENT DOCUMENT(S) POSTED TO CLIENT'S ACCOUNT OR AN APPROPRIATE GENERAL SECTION ON THE ABACUS PORTAL.

## Data Management Services

Abacus will provide Client with a centralized storage infrastructure to store and manage all of its data. All data will be backed up to secondary storage media, and will be maintained per the schedule as set forth in one or more SOW(s) / Addendum(s). Storage space will be provided to Client on an as needed basis in accordance with the pricing defined in one or more SOW(s) / Addendum(s).

## Extended Backup Retention / Data Management – Extended Retention

For those Clients who subscribe to the Data Management - Extended Retention services (*as indicated as a line item in one or more SOW(s) / Addendum(s)*), Client understands and agrees:

- i) Abacus shall charge for this service at the rate(s) detailed in one or more applicable SOW(s) / Addendum(s);
- ii) Abacus will backup the mutually agreed upon data at the "Backup Frequency", for the "Retention Period", in the "Format";, and retain the requested and documented data in the Format(s) set forth in in one or more applicable Extended Retention Request Form(s);
- iii) For Extended Backup Retention / Data Management – Extended Retention (Abacus Private Cloud) Subscribers Only:
  - a) Extended Retention services with a Backup Frequency that includes an annual full backup with monthly deltas, Abacus shall conduct a full backup of the requested and documented data after the first month of service with subsequent backups being deltas of any changes that occurred after the initial backup for all subsequent months;
  - b) Extended Retention services with a Backup Frequency that includes a one-time copy, Abacus will backup the mutually agreed upon data at the initialization of the service;
  - c) The data amount billed for shall be the aggregate of the initial backup as well as all subsequent delta backups/backups requested by Client currently being retained and shall be the amount in an uncompressed state rounded up to the nearest GB; and
  - d) Abacus shall. In the event Client terminates the service detailed in one or more SOW(s) / Addendum(s) prior to the expiration of the Retention Period set forth in in one or more applicable Extended Retention Request Form(s), Client shall make a one-time payment equal to the outstanding value OF THE SERVICE AS SET FORTH IN WRITING IN ONE OR MORE APPLICABLE EXTENDED RETENTION REQUEST FORM(S). FOR THE AVOIDANCE OF DOUBT, IN THE EVENT CLIENT DOES NOT MAKE SUCH PAYMENT, ABACUS SHALL: (X) RETRIEVE AND RETURN A SINGLE COPY OF SUCH DATA IN THE ORIGINAL FORMAT AND USING CLIENT SUPPLIED MEDIA; AND (Y) DELETE APPLICABLE BACKUPS.

- iv) For Extended Backup Retention / Data Management – Extended Retention (Office 365) Subscribers Only, the “Backup Frequency” shall be every six (6) hours; and
- v) Upon expiration of the Retention Period detailed in one or more applicable Extended Retention Request Form(s), Abacus shall delete the applicable backup(s).

## Disaster Recovery Services.

For AbacusFLEX Hybrid Cloud and AbacusFLEX Private subscribers, Abacus will provide Client with a redundant technology platform that will be accessible to Client in the event there is a disruption to the primary technology platform. The redundant technology platform will reside in a data center located in an area other than the primary data center. All data from the primary data center will be replicated to the secondary data center in near real-time; so as to provide the Client with minimal disruption and/or data loss in the event there is a disruption. Disaster Recovery Services also includes the number and type(s) of Disaster Recovery testing/activations as detailed in one or more SOW(s) / Addendum(s). Any / all additional Disaster Recovery testing and/or activations thereafter will be billed at \$(£) 5,000 per event. Client understands and agrees that those Product(s) / Service(s) specified in one or more SOW(s) / Addendum(s) as not including Disaster Recovery shall be subject to the Disaster Recovery Waiver detailed in this Agreement and shall be excluded from all the features of this service defined herein. Further, Client understands and agrees that the Product(s) / Service(s) defined in this section shall be subject to the Disaster Recovery Testing Policies detailed in this Agreement. Abacus agrees to complete the respective task(s) per the below schedule upon receipt of Client’s written request(s); *provided* Client understands and agrees that the below defined schedule could be affected by factors that are outside the control of Abacus and could not have been reasonably foreseen and planned for by Abacus, including, but not limited to the amount of data being replicated. Abacus shall inform Client as soon as reasonably possible in the event that the below schedule will be affected.

Task	Recovery Time Objective (“RTO”) <sup>1</sup>	
	Individual Client	Abacus Data Center
Failover (Production to DR)	2 Hours	6 Hours
Failback <sup>2</sup> (DR to Production)	2 Hours	6 Hours

## Connectivity

### Abacus Cloud Connect

Abacus will provide Client with connectivity to the third-party service(s) (as detailed in one or more SOW(s) / Addendum(s)) for the purposes of accessing any/all applicable provided services. Client understands and agrees: i) that Client must subscribe to and maintain: a) For Infrastructure as a Service / Application Hosting Private Cloud Subscribers ONLY, the Abacus On-Site Infrastructure Services (as defined in the Agreement); and b) any/all applicable and necessary services provided by such third-party vendor(s); and ii) that: a) any/all hardware/service provided by such third-party vendor(s) is the sole responsibility of such third-party vendor(s), including, but not limited to, supplying, maintaining, replacing and/or upgrading hardware when necessary, as well as ensuring availability of and resolution of any/all issues with said hardware/service; and b) Abacus shall not be held responsible for any/all degradation, loss of service and/or issues with said hardware/service; provided, any/all issues with said hardware/service that results from issue(s) with Abacus supplied hardware/service shall be the responsibility of Abacus. Client understands and agrees that in the event that Abacus assists a third-party vendor with the resolution of any/all issues with hardware/service stemming from issue(s) that are the sole responsibility of a given third-party vendor on Client’s behalf or at Client’s request, such assistance shall be billed to Client at the rate(s) defined in one or more SOW(s) / Addendum(s). Abacus shall consider the implementation completed upon Client’s technical ability to access the functionality defined herein

<sup>1</sup> Recovery Time Objective is defined as the time required to restore services after notification of business process disruption.

<sup>2</sup> Client understands and agrees: i) that Abacus shall begin the failback activities after Normal Business Hours; ii) that the detailed times are the actual amount of time failback activities require once Abacus has commenced such activities; and iii) these metrics do not include time required for checks that may be necessary to be performed by Client and/or Client’s third-party vendor(s).

## Connectivity Services – Citco

Abacus will provide Client with connectivity to the Citco supplied hardware located in the Abacus production and secondary data centers for the purposes of accessing any/all applicable Citco provided services. Client understands and agrees: i) that Client must subscribe to and maintain: a) the Abacus On-Site Infrastructure Services (*as defined in the Principal Agreement*); and b) any/all applicable and necessary services provided by Citco; and ii) that: a) any/all hardware/service provided by Citco is the sole responsibility of Citco, including, but not limited to, supplying, maintaining, replacing and/or upgrading hardware when necessary, as well as ensuring availability of and resolution of any/all issues with said hardware/service; and b) Abacus shall not be held responsible for any/all degradation, loss of service and/or issues with said hardware/service; *provided*, any/all issues with said hardware/service that results from issue(s) with Abacus supplied hardware/service shall be the responsibility of Abacus. Client understands and agrees that in the event that Abacus assists Citco with the resolution of any/all issues with Citco supplied hardware/service stemming from issue(s) that are the sole responsibility of Citco on Client's behalf or at Client's request, such assistance shall be billed to Client at the then current applicable T&M rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the Abacus portal. Abacus shall consider the implementation completed upon Client's technical ability to access the functionality defined herein.

## AbacusGlobalSync Services

Abacus will provide Client a solution to synchronize the data indicated in one or more SOW(s) / Addendum(s) between the indicated server(s). Client understands and agrees: i) the data (*e.g. files, drives, etc*) that is to be synchronized and the servers to which such data is to be replicated shall be indicated in writing in one or more SOW(s) / Addendum(s); ii) the amount of data being billed for shall be the aggregated amount of data being synchronized across all server replicas less any amount indicated as being included (*as detailed in one or more SOW(s) / Addendum(s)*). For example, if Client has 1.2 TB of data synchronized between the "primary" server and one server replica, the billable data amount would total 1.4 TB (*1.2TB x 2 instances (primary and 1 server replica) less 1 TB included replicated data*); iii) Client shall be billed the standard Data Management Fee (*as detailed in one or more SOW(s) / Addendum(s)*) for all "primary" instances of data; and iv) for those Clients that have multiple geographical locations (*e.g. New York and London*) synchronized data instances may be subject to multiple jurisdictions as well as may lose certain protections assigned to it under a given jurisdiction; and, as such, Client shall not hold Abacus in breach of its respective obligations detailed in the Principal Agreement.

## AbacusID

For those Clients who subscribe to the AbacusID services (*as indicated as a line item in one or more SOW(s) / Addendum(s)*) Abacus shall provide authentication for Client's end-users to the respective third-party application(s)/service(s). Client understands and agrees: i) all end-users and their respective accreditation(s) as well as the pertinent applicable third-party application(s)/service(s) must be defined and authorized in writing in advance to Abacus; *provided* that no application(s)/service(s) shall be added without the written consent of Abacus, with such consent not being unreasonably withheld; ii) authentication shall make use of a proxy service between Client's Active Directory (AD), hosted by Abacus, and the applicable application(s)/service(s); iii) authentication will make use of a federated trust, linking Client's AD and the target application(s)/service(s), which are limited to those third-party application(s)/service(s) that make SAML-based "Single Sign On ("SSO") available; iv) Client is responsible for coordinating the configuration of SAML SSO on the target application(s)/service(s) as well as all cost(s) associated with such request(s); and v) Client is responsible for managing end-user access levels and accreditation for each of Client's authorized end-users within each target application/service, including, but not limited to immediately notifying Abacus in writing in the event an end-user's access to Active Directory and/or a third-party application/service is to be revoked and the time-frame in which such revocation is to occur. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY IN THE PRINCIPAL AGREEMENT OR ONE OR MORE SOW(S) / ADDENDUM(S), IN THE EVENT CLIENT FAILS TO PROVIDE PRIOR AND TIMELY WRITTEN NOTIFICATION OF AN END-USER REVOCATION: I) ABACUS SHALL NOT BE HELD LIABLE OR IN BREACH OF THE PRINCIPAL AGREEMENT FOR ANY ACCESS A REVOKED END-USER MAY SECURE OR MAKE USE OF; AND II) CLIENT HEREBY RELEASES ABACUS FROM THE FOLLOWING, AS IT PERTAINS TO SUCH FAILURE: I) ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS; AND II) ANY AND ALL OBLIGATIONS IN CONNECTION WITH ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS. FURTHERMORE, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD ABACUS HARMLESS FROM AND AGAINST ANY LIABILITY, ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) INCURRED BY CLIENT AS A CONSEQUENCE OF CLIENT'S FAILURE.

## Compliance Archiving

For those Clients who subscribe to a third-party compliance archiving solution, Client understands and agrees that: i) Abacus shall only, in an automated fashion, configure and entitle Client to use said Service, with any/all manual Abacus configuration/entitlement performed at the applicable rate(s) (*as detailed in one or more SOW(s) / Addendum(s)*); and ii) Client and/or Client's Third-Party Vendor shall be solely responsible for: (a) all one-time/recurring cost(s) associated with applicable required licenses(s); (b) making use of said Service; (c) processing and interpreting any and all system generated output(s); and (d) requesting Abacus to implement any and all needed modifications, for which Abacus shall charge applicable rate(s) (*as detailed in one or more SOW(s) / Addendum(s)*). Client understands and agrees that this service is provided solely by an independent third-party and, therefore for the avoidance of doubt and regardless of if stated to the contrary in the agreement or one or more SOW(s) / Addendum(s) as it pertains to any failure of such service: x) Abacus shall not be held liable or in breach of the agreement; y) Client hereby releases Abacus from the following, as it pertains to such event: i) any and all liability, including, but not limited to, indirect, special, exemplary, punitive or consequential damages or lost profits; and ii) any and all obligations in connection with any damages whatsoever resulting from loss of use, data or profits; and z) Client agrees to indemnify, defend and hold Abacus harmless from and against any liability, actions, proceedings, claims, demands, costs or expenses (including without limitation reasonable attorneys' fees and disbursements) incurred by Client as a consequence of such event.

## Public Cloud Services

Abacus will provide Client the virtual desktop resources detailed in one or more applicable SOW(s) / Addendum(s). Client understands and agrees that they are responsible for providing the necessary end-user hardware. In providing this service, Abacus will provide the following services with respect to the implementation and management of AbacusVDI:

- Citrix Resources, if required, for each Authorized User (as detailed in one or more applicable SOW(s) / Addendum(s)) to access / utilize AbacusVDI
- Configuration & Testing of the AbacusVDI service
- As it relates to the infrastructure Abacus uses to supply this service:
  - Abacus 24x7 Monitoring
  - Hardware & Software OS Updates
  - Maintenance and Monitoring of Physical Hardware
  - Security Patches
  - Virus Checks & Updates
- FOR THE AVOIDANCE OF DOUBT, THIS SERVICE DOES NOT INCLUDE BUILDING / REBUILDING, IMAGING AND/OR CONFIGURATION OF THE END-USER HARDWARE, INSTALLATION OF 3<sup>rd</sup> PARTY SOFTWARE, OPERATING SYSTEM UPGRADES OR ANY OTHER DEVICE RELATED WORK NOT RELATED TO THE DELIVERY OF ABACUSVDI FUNCTIONALITY. IF ANY OF THESE ANCILLARY SERVICES ARE REQUIRED, THEY WILL BE BILLED AT THE APPLICABLE TIME AND MATERIALS RATE(S) DETAILED IN ONE OR MORE APPLICABLE SOW(S) / ADDENDUM(S).

Abacus shall consider the implementation completed upon Client's technical ability to access substantially all such above functionality. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY, FOR ALL SITE(S) THAT MAKE USE OF ONLY CLIENT SUPPLIED DIRECT PUBLIC INTERNET ACCESS SERVICE(S) INSTEAD OF A POINT-TO-POINT CONNECTION TO THE ABACUS DATA CENTER, CLIENT UNDERSTANDS AND AGREES THAT ABACUS: I) CANNOT GUARANTEE THE QUALITY OF SERVICE ("QOS") NOR THE FEATURES OR FUNCTIONALITY OF THIS SERVICE; NOR II) BE HELD LIABLE OR IN BREACH OF THIS AGREEMENT FOR ANY FAILING OF THE ABACUS SUPPLIED SERVICES THAT ARE CAUSED AND/OR ASSOCIATED WITH SUCH CONNECTION METHOD

## Misc. Software Licensing

### FileDriver

Abacus will provide Client an automatic file transfer service that transfers the mutually agreed upon file(s) between Client and/or the Client specified third-party recipient(s). Client understands and agrees that Abacus shall configure the service to transfer the Client specified file(s) to/from the Client specified location(s) at the Client specified time(s)/interval(s). Abacus shall make a total of three (3) attempts for each transfer, automatically alerting the Client specified contact(s) in the event of any/all transfer failures. All material parameters shall be defined / documented in Client's account on the Abacus Portal. Client understands and agrees that Abacus only facilitates the transfer of the file(s) and shall not store nor create a backup of any/all files. Abacus shall not be responsible nor liable for any/all: i) lost data; and/or ii) degradation/loss of the service caused by failure of any/all Client/third-party supplied services, including, but not limited to, hardware, software and/or circuits. Abacus shall consider the implementation completed upon Client's technical ability to access the functionality defined herein.

### Third Party PC Scanning Agent

For those Clients who subscribe to a third-party end-user hardware scanning agent service, Client understands and agrees that: i)

Abacus shall only, in an automated fashion, configure and entitle Client to use said Service, with any/all manual Abacus configuration/entitlement performed at the applicable rate(s) (as detailed in one or more SOW(s) / Addendum(s)); and ii) Client and/or Client's Third-Party Vendor shall be solely responsible for: (a) all one-time/recurring cost(s) associated with applicable required licenses(s); (b) making use of said Service; (c) processing and interpreting any and all system generated output(s); and (d) requesting Abacus to implement any and all needed modifications, for which Abacus shall charge applicable rate(s) (as detailed in one or more SOW(s) / Addendum(s)). Client understands and agrees that this service is provided solely by an independent third-party and, therefore for the avoidance of doubt and regardless of if stated to the contrary in the agreement or one or more SOW(s) / Addendum(s) as it pertains to any failure of such service: x) Abacus shall not be held liable or in breach of the agreement; y) Client hereby releases Abacus from the following, as it pertains to such event: i) any and all liability, including, but not limited to, indirect, special, exemplary, punitive or consequential damages or lost profits; and ii) any and all obligations in connection with any damages whatsoever resulting from loss of use, data or profits; and z) Client agrees to indemnify, defend and hold Abacus harmless from and against any liability, actions, proceedings, claims, demands, costs or expenses (including without limitation reasonable attorneys' fees and disbursements) incurred by Client as a consequence of such event.

## Voice Services

Abacus will procure, implement and manage the voice services as specified in in one or more SOW(s) / Addendum(s) on an on-going basis. For the avoidance of doubt and notwithstanding if stated to the contrary in the Agreement or one or more SOW(s) / Addendum(s), the audio conferencing portion of Microsoft Teams shall be subject to the provisions detailed herein. Abacus will be responsible for all on-going service including maintenance of all Abacus-supplied hardware, as well as adds/moves/changes and end-user support as requested by Client. In the event of any defective Abacus-supplied hardware, Abacus will provide replacement equipment when required. Client understands and agrees: i) that usage charges (i.e. local, long distance and international calls) will be rounded up to the nearest whole minute and charged separately in arrears on a monthly basis at the rate(s) detailed in one or more SOW(s) / Addendum(s) (subject to Section 6.7 of the Principal Agreement); ii) if Client subscribes to Automatic Ring Downs, said service is supplied solely by an independent third-party and, as such, shall be subject to the applicable exclusion detailed in the Service Level Agreement of the Principal Agreement; iii) if Client subscribes to the Jabber sub-service, Abacus shall entitle Client to use said service ONLY on the Windows, MacOS, iOS and/or Android operating systems; iv) FOR UK SUBSCRIBERS ONLY -- for those Clients that subscribe to the voice recording services (as detailed in one or more SOW(s) / Addendum(s)) storage for said recordings are include in the monthly fee for such service and shall be retained for the duration indicated on one or more SOW(s) / Addendum(s); and v) that these services shall be subject to Emergency Calling Disclaimer herein. Abacus shall consider the implementation of the functionality defined above completed upon installation of the physical hardware at Client's Primary Office and Client's technical ability to access such above functionality. For the avoidance of doubt, home setups and/or Client requested customizations shall not be included as part on the implementation services defined herein and shall be billed at the then current applicable T&M rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the Abacus portal. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY, FOR ALL SITE(S) THAT MAKE USE OF: (I) ONLY CLIENT SUPPLIED DIRECT PUBLIC INTERNET ACCESS SERVICE(S) INSTEAD OF A POINT-TO-POINT CONNECTION TO THE ABACUS DATA CENTER; OR (II) CLIENT SUPPLIED "MICROSOFT TEAMS CERTIFIED DEVICES" (WHICH ARE DEFINED AS DEVICES LIKE HEADSETS, WEBCAMS AND SPEAKERS THAT HAVE ACHIEVED A MICROSOFT CERTIFICATION), CLIENT UNDERSTANDS AND AGREES THAT ABACUS: (X) CANNOT GUARANTEE THE QUALITY OF SERVICE ("QOS") NOR THE FEATURES OR FUNCTIONALITY OF THIS SERVICE; NOR (Y) BE HELD LIABLE OR IN BREACH OF THE PRINCIPAL AGREEMENT FOR ANY FAILING OF THE ABACUS SUPPLIED VOICE SERVICES THAT ARE CAUSED AND/OR ASSOCIATED WITH SUCH CONNECTION METHOD OR ACCESS VIA SUCH DEVICE. CLIENT FURTHER UNDERSTANDS AND AGREES THAT: (I) CLIENT SHALL BE SOLELY RESPONSIBLE FOR PURCHASING SUCH MICROSOFT TEAMS CERTIFIED DEVICES; AND (II) ALL ABACUS TROUBLESHOOTING OF SUCH DEVICES SHALL BE CHARGED AT THE THEN CURRENT APPLICABLE T&M RATE(S) AS SPECIFIED BY THE CURRENT DOCUMENT(S) POSTED TO CLIENT'S ACCOUNT OR AN APPROPRIATE GENERAL SECTION ON THE ABACUS PORTAL.

### Voice Services – Call Recording (UK CLIENTS ONLY).

For those Clients who subscribe to this service (as indicated as a line item in one or more SOW(s) / Addendum(s)), Client understands and agrees:

- i) Abacus shall charge for this service at the rate(s) detailed in one or more applicable SOW(s) / Addendum(s);
- ii) Abacus will record all calls to/from the extension(s) specified by Client and will retain such recordings for the time frame specified by Client. The extension(s) and retention time-frame shall be as set forth in in one or more applicable Voice Services – Call Recording Request Form(s); and
- iii) Abacus shall. In the event Client terminates the service detailed in one or more SOW(s) / Addendum(s) prior to the expiration of the specified retention period set forth in in one or more applicable Voice Services – Call Recording Request Form(s), FOR THE AVOIDANCE OF DOUBT, ABACUS SHALL: (X) RETRIEVE AND RETURN A SINGLE COPY OF SUCH DATA IN THE ORIGINAL FORMAT AND USING CLIENT SUPPLIED MEDIA; AND (Y) DELETE APPLICABLE RECORDINGS.

## Professional Services

### Relocation Management

Abacus will assist with Client's build-out and/or relocation project. In providing this service, Abacus will provide the following services as they pertain to the technological aspects of the project:

- Management of technical aspects of move/relocation, including:
  - Gather Client requirements and develop a project plan for the initial build-out of Client's new specified location(s) and the relocation of Client to such specified location(s)
  - Third-Party vendor advice and coordination ("*Third-Party Vendor Management*"), including:
    - Security (Key card) vendor advise and coordination
    - Network Cabling layout advice and coordination
    - Electrical wiring layout advice and coordination
    - Furniture (Trade Desks, Conference Tables, etc.) as it pertains to data port and electrical outlet placement and capacity
    - A/V (Video Conference, Cable Boxes, etc.) advice and coordination -- may require third-party vendor
    - Courier/Shipping advise and coordination
    - Communication "room"/"closet" ("*Comm Room*") layout design, advice and coordination, including
      - HVAC (air conditioning) advice and coordination for Comm Room
    - Circuit advice and coordination as it pertains to available vendors in Client's specified location(s)
  - Regular construction, project and/or status meetings that Abacus considers necessary
  - Coordination of the following:
    - Breakdown of physical end-user computers (*desktops, laptops, etc*), peripherals and infrastructure technology ("*Equipment*") at old office
    - Setup of Equipment at new office
    - Relocation of existing connectivity circuits from old to new office

FOR THE AVOIDANCE OF DOUBT THE FOLLOWING SHALL NOT BE INCLUDED AS PART ON THE SERVICES DETAILED HEREIN AND SHALL BE BILLED AT THE THEN CURRENT APPLICABLE T&M RATE(S) AS SPECIFIED BY THE CURRENT DOCUMENT(S) POSTED TO CLIENT'S ACCOUNT OR AN APPROPRIATE GENERAL SECTION ON THE ABACUS PORTAL:

- ACTUAL BREAKDOWN, PACKAGING FOR/RELOCATION OF AND/OR SETUP OF EQUIPMENT BY ABACUS
- ACTUAL PHYSICAL BUILDOUT OF CLIENT SPECIFIED LOCATIONS BY ABACUS
- BUILDING, REBUILDING AND/OR IMAGING OF EXISTING OR NEW END-USER HARDWARE, INSTALLATION/CONFIGURATION OF 3<sup>RD</sup> PARTY SOFTWARE, OPERATING SYSTEM UPGRADES OR ANY OTHER DEVICE RELATED WORK NOT DIRECTLY ATTRIBUTED TO THE ABACUS SUPPLIED SERVICES DETAILED IN ONE OR MORE SOW(S) / ADDENDUM(S)
- VENDOR SELECTION
- VENDOR BID LEVELING
- ADDITIONAL SITE SURVEYS AND/OR MEETINGS (PROJECT, CONSTRUCTION, ETC) NOT RELATED TO THE COMPONENTS OF THE PROJECT DEFINED HEREIN

Client understands and agrees: i) that services provided by third-party vendors, including, but not limited to tasks not defined above as to be performed by Abacus as well as actual courier, shipping and relocation fees, inclusive of such fees for Equipment, shall be: a) addressed by a separate proposal supplied by said third-party vendor; b) provided and guaranteed solely by said third-party vendor; and c) payment for which shall be solely the responsibility of Client.

### Security Remediation

Abacus will assist Client with remediation of security vulnerabilities on the Abacus platform discovered during a third-party vendor's scan of Client's environment. In providing this service, Abacus will address vulnerability items accordingly for each engagement at the applicable time & material rate(s) detailed in one or more SOW(s) / Addendum(s). Abacus's efforts for each engagement will include, but not be limited to, the following:

- Develop Rules of Engagement ("*RoE*") for a third party security vulnerability scan (*estimated 1 hour*)
- Reconcile and review security vulnerability scan results with Client (*estimated 1 hour*)
- Manage and remediate identified and mutually agreed upon security vulnerabilities on end-user PC(s)/laptop(s) (*30 minutes per device*)

Notwithstanding anything to the contrary in the Agreement of one or more SOW(s) / Addendum(s), all Abacus efforts will be billed the applicable time & material rate(s) detailed in one or more SOW(s) / Addendum(s); *provided* Abacus's remediation efforts that

are due to the following scenarios will not be billable:

- Vulnerabilities that are related to an in-band Microsoft Windows security update, where the update was released greater than 90 days from the date of the discovered vulnerability and remained open;
- Vulnerabilities related to third-party software ("Software"), provided all the following criteria are met:
  - Client subscribes to and Software is covered by Abacus's third-party patch management service; and
  - Software update was released more than ninety (90) days prior to the date of the discovered vulnerability and remained open.
- Vulnerabilities identified on Abacus owned equipment and/or network that are accessible from outside the Abacus network and have a CVSS (Common Vulnerability Scoring System, which is a publicly accepted framework for communicating the characteristics and severity of software vulnerabilities) score greater than or equal to 9.0

FOR THE AVOIDANCE OF DOUBT: I) MANAGEMENT OF AND ACTUAL REMEDIATION OF SECURITY VULNERABILITIES ON THIRD-PARTY OWNED/SUPPLIED TECHNOLOGY AND/OR SERVICE(S) WILL BE THE RESPONSIBILITY OF CLIENT AND/OR RESPECTIVE THIRD-PARTY); AND II) ALL COSTS ASSOCIATED WITH SUCH REMEDIATION EFFORT(S) SHALL BE SOLELY THE RESPONSIBILITY OF THE CLIENT.

Client understands and agrees: i) that services provided by third-party vendors, including, but not limited to tasks not defined above as to be performed by Abacus shall be: a) addressed by a separate proposal supplied by said third-party vendor; b) provided and guaranteed solely by said third-party vendor; and c) payment for which shall be solely the responsibility of Client; ii) Unless mutually agreed upon in advance to the contrary, all work performed by Abacus shall be performed at an Abacus office during Normal Business Hours; *provided* all work performed by Abacus outside Normal Business Hours shall be billed at the applicable premium; iii) completion of each engagement scope contemplated under this service is subject to items outside of Abacus's control, including, but not limited to those items defined as "External Variables", which shall include: a) changes to the engagement's scope; and/or b) slower / longer than anticipated times by Client in responding to requests by Abacus. External Variables are outside of Abacus's control and could impact the respective engagement's scope and/or the completion date. Abacus will use best efforts to minimize / mitigate any/all affects External Variables may have on the respective engagement's scope and/or the completion date; iv) that the scope of a given engagement is based on Abacus's current understanding of the initiative, developed through discussions with Client to date and assumptions we have made based on our interpretation of this information. The scope of a given engagement is subject to change based on further information and clarity received through future correspondence or discussions with Client and/or items outside of Abacus's control, including, but not limited to External Variables; v) in the event that any material changes to the engagement's scope are identified and/or requested by either party, any/all additional work shall be addressed in a separate engagement, which shall be communicated to and approved by Client in writing prior to work commencing; and vi) upon completion of each engagement, all additional request(s) regarding such engagement shall be addressed in a separate subsequent engagement, which shall be communicated and approved by Client prior to work commencing.

## SEC/FCA/DORA ADD-ON CYBERSECURITY SERVICES

### Governance & Risk Management

#### Cybersecurity Portal

Abacus shall provide access to its cybersecurity portal that provides insight into the firm's security and compliance posture, including but not limited to cybersecurity risk register data, security testing reports, vendor security assessment information, security policy documents, security incident report management.

#### Written Information Security Policy Development

Abacus will provide develop and/or update custom-written information security policies, which includes the mutually agreed upon scope that is detailed in one or more SOW(s) / Addendum(s). FOR THE AVOIDANCE OF DOUBT: I) MANAGEMENT OF AND ACTUAL REMEDIATION OF SECURITY VULNERABILITIES ON THIRD-PARTY OWNED/SUPPLIED TECHNOLOGY AND/OR SERVICE(S) WILL BE THE RESPONSIBILITY OF CLIENT AND/OR RESPECTIVE THIRD-PARTY); II) ALL COSTS ASSOCIATED WITH SUCH REMEDIATION EFFORT(S) SHALL BE SOLELY THE RESPONSIBILITY OF THE CLIENT; AND III) ALL ABACUS ASSISTANCE IN NOT DEFINED AS BEING INCLUDED IN THE ABOVE DEFINED SERVICE(S) SHALL BE BILLED AT THE THEN CURRENT APPLICABLE T&M RATE(S) AS SPECIFIED BY THE CURRENT DOCUMENT(S) POSTED TO CLIENT'S ACCOUNT OR AN APPROPRIATE GENERAL SECTION ON THE ABACUS PORTAL.

Client understands and agrees: i) that services provided by third-party vendors, including, but not limited to tasks not defined above as to be performed by Abacus shall be: a) addressed by a separate proposal supplied by said third-party vendor; b) provided and guaranteed solely by said third-party vendor; and c) payment for which shall be solely the responsibility of Client; ii) completion of each engagement scope contemplated under this Service is subject to External Variables. External Variables are outside of Abacus's control and could impact the respective engagement's scope and/or the completion date. Abacus will use best efforts to minimize / mitigate any/all affects External Variables may have on the respective engagement's scope and/or the completion date; iii) that the scope of a given engagement is based on Abacus's current understanding of the initiative, developed through discussions with Client

to date and assumptions we have made based on our interpretation of this information. The scope of a given engagement is subject to change based on further information and clarity received through future correspondence or discussions with Client and/or items outside of Abacus's control, including, but not limited to External Variables; iv) in the event that any material changes to the engagement's scope are identified and/or requested by either party, any/all additional work shall be addressed in a separate engagement, which shall be communicated to and approved by Client in writing prior to work commencing; v) upon Abacus's delivery of any draft and/or final version of the document(s), Client shall have ten (10) business days to review and request all needed changes. In no such request(s) are made Abacus shall consider the document(s) accepted and the engagement completed; and vi) upon completion of each engagement, all additional request(s) regarding such engagement shall be addressed in a separate subsequent engagement, which shall be communicated and approved by Client prior to work commencing.

## Governance & Risk Management Add-Ons

Abacus shall supply the following services as detailed in one or more SOW(s) / Addendum(s):

### Vendor Security Due Diligence

Abacus will conduct security due diligence on the third parties detailed in one or more SOW(s) / Addendum(s) and/or requested by Client in writing. In providing this Service, Abacus will leverage industry standards like SIG-Lite, CIAQ-Lite etc and shall work with Client to mutually identify third parties who have access to or store Client's sensitive data and then assess their security measures to reasonably determine the practical risk they present to Client. Unless detailed in one or more SOW(s) / Addendum(s), Abacus shall conduct security due diligence of up to ten (10) unique vendors who have not been evaluated by Abacus within the previous three (3) months. Furthermore, as part of this Services, Abacus shall provide specific security risk remediation recommendations for the mutually agreed third parties systems detailed in one or more SOW(s) / Addendum(s).

### Virtual Chief Information Security Officer (vCISO)

Abacus shall work with Client in a Virtual Chief Information Security Officer (vCISO) capacity to assist Client in ensuring the security and regulatory compliance of Client's information systems as detailed in one or more SOW(s)/Addendum(s). As part of this Service, Abacus shall provide actionable guidance to assist in meeting regulatory obligations, manage organizational risk, and reduce the attack surface of Client.

vCISO Service Capabilities include, but are not limited to, with actual service being provided detailed in one or more SOW(s) / Addendum(s):

- **Policy Development and Maintenance:** Assisting Client in the ongoing maintenance of organizational security policies and procedures to ensure security governance.
- **Cybersecurity Risk Management:** Assisting Client's ongoing cybersecurity risk management process to identify, prioritize, and mitigate potential threats.
- **Information Security Leadership:** Assisting Client's information security program and team, serving as a resource on mutually agreed upon information security matters
- **Audit and Compliance Support:** Providing insight into audit and attestation processes to assist Client to meet cybersecurity regulatory compliance requirements.
- **Security Tool Implementation Guidance:** Advising on the implementation of security tools and processes into Client's software development life cycle (SDLC), cloud infrastructure, and corporate systems.
- **Regular Meetings:** Conducting meetings per the mutually agreed upon schedule with the representatives

### Incident Response Table Top Testing

Abacus shall conduct the mutually agreed scenario-based exercise(s) designed to evaluate and enhance Client's incident response capabilities. As part of this service, Abacus incorporates real-world threat scenarios and tailor each exercise to Client's specific environment; and shall provide a detailed report outlining the performance of the firm's incident response team, highlighting strengths and identifying areas for improvement. The deliverable includes actionable recommendations and a roadmap for enhancing your incident response strategy, ensuring the Client is better equipped to handle future cybersecurity threats. Additionally, we provide a debrief session to review the exercise outcomes and offer guidance on implementing the suggested improvements.

### Quarterly Cybersecurity Program Review

Abacus shall, once per quarter, conduct a review of Client's cybersecurity program and risk register and evaluate it against the applicable, in Abacus's sole and reasonable discretion, industry standards and regulatory requirements. This Service will assist Client ins to ensure the firm's defenses will address the then current threats and compliance obligations. As part of this review, Abacus

shall provide Client insights into identified risks, compliance gaps, and areas requiring attention, as well as recommendations to enhance security measures.

### Vulnerability Management as a Service

Abacus shall review vulnerability scan results and provide recommendations. Client understands and agrees that as part of this Service: i) Abacus shall only supply actionable reporting and/or recommendations(s) on Client's risks; and ii) Client and/or Client's third-party vendor shall be solely responsible for processing and interpreting any and all supplied output(s), as well as implementing any and all needed modifications and/or requesting Abacus to implement such modifications, for which Abacus shall charge applicable rate(s) *(as detailed in one or more SOW(s) / Addendum(s))* FOR THE AVOIDANCE OF DOUBT, ALL OTHER TASKS NOT DETAILED IN ONE OR MORE SOW(S) / ADDENDUM(S) AS BEING INCLUDED, SHALL BE BILLED AT THE THEN STANDARD RATE(S) AS POSTED ON THE ABACUS PORTAL.

## Cybersecurity Testing Add-Ons

### Cybersecurity Risk Assessment

Abacus will conduct an annual cybersecurity risk assessment of the mutually agreed upon information systems (including, but not limited to Cloud based, On-Prem, etc) detailed in one or more SOW(s) / Addendum(s). This Service will be based upon by collecting and analyzing Client's information security program documentation (policies, procedures, standards, and supporting documentation/evidentiary materials) and technical security safeguard configurations, as well as conducting a brief set of interviews with Client's engagement team. Client understands and agrees Abacus shall perform the cybersecurity risk assessments based on National Institute of Standards & Technology (NIST) Special Publication 800-30R1 "Guide for Conducting Risk Assessments" which have the objective of identifying, estimating, and prioritizing risk to organizational operations, organizational assets, and individuals resulting from the operation and use of information systems. Furthermore, as part of this Services, Abacus provides specific cybersecurity risk remediation recommendations for the mutually agreed upon information systems detailed in one or more SOW(s) / Addendum(s).

### Penetration Testing

In accordance with the Security Testing Rule of Engagement, Abacus shall conduct simulated attacks against the mutually agreed upon targets detailed in one or more SOW(s)/Addendums(s) to discover and document cybersecurity risks/vulnerabilities, as well as provide reports detailing risks/vulnerabilities, compromised systems and recommended mitigations. Testing / Targets may include, but not be limited to with actual Testing / Targets being provided detailed in one or more SOW(s) / Addendum(s):

- External Network
- Internal Network
- API
- Web App
- Mobile Application
- Purple Team
- Social Engineering

AS IT PERTAINS TO THE ABOVE DETAILED GOVERNANCE & RISK MANAGEMENT / CYBERSECURITY TESTING ADD-ONS WHICH INCLUDE RECOMMENDED IMPROVEMENTS / MITIGATIONS / REMEDIATIONS / GUIDANCE; FOR THE AVOIDANCE OF DOUBT: i) management of and actual remediation of security vulnerabilities on third-party owned/supplied technology and/or service(s) will be the responsibility of Client and/or respective third-party; ii) all costs associated with such remediation effort(s) shall be solely the responsibility of the Client; and iii) all Abacus assistance not defined as being included in the above defined Service(s) shall be billed at the then current applicable T&M rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the abacus portal.

Client understands and agrees: i) that services provided by third-party vendors, including, but not limited to tasks not defined above as to be performed by Abacus shall be: a) addressed by a separate proposal supplied by said third-party vendor; b) provided and guaranteed solely by said third-party vendor; and c) payment for which shall be solely the responsibility of Client; ii) completion of each engagement scope contemplated under this Service is subject to items outside of Abacus's control, including, but not limited to External Variables. External Variables are outside of Abacus's control and could impact the respective engagement's scope and/or the completion date. Abacus will use best efforts to minimize / mitigate any/all affects External Variables may have on the respective engagement's scope and/or the completion date; iii) that the scope of a given engagement is based on Abacus's current understanding of the initiative, developed through discussions with Client to date and assumptions we have made based on our interpretation of this information. The scope of a given engagement is subject to change based on further information and clarity received through future correspondence or discussions with Client and/or items outside of Abacus's control, including, but not limited to External Variables; iv) in the event that any material changes to the engagement's scope are identified and/or requested

by either party, any/all additional work shall be addressed in a separate engagement, which shall be communicated to and approved by Client in writing prior to work commencing; v) upon Abacus's delivery of any draft and/or final version of the document(s), Client shall have ten (10) business days to review and request all needed changes. In no such request(s) are made Abacus shall consider the document(s) accepted and the engagement completed; and vi) upon completion of each engagement, all additional request(s) regarding such engagement shall be addressed in a separate subsequent engagement, which shall be communicated and approved by Client prior to work commencing.

## ECHO INFORMATION TECHNOLOGY (“ECHO IT”).

Abacus will provide Client the following services as detailed in one or more applicable SOW(s) / Addendum(s). All ECHO Information Technology Services will be provided on a time & materials basis which shall be deducted from Client's pre-purchased monthly hours allocation or charged at the then current applicable T&M or otherwise rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the Abacus portal.

### ECHO IT Support Services

Client can work with our Help Desk to remotely address and/or schedule to have an Abacus engineer dispatched to Client's Primary Office or Support Office(s) to address requests such as:

Physical end-user computers (e.g. desktops, laptops, tablets, mobile devices, etc)

- Peripherals (e.g. mice, keyboards, printers, scanners, external drives, etc.)
- Miscellaneous requests, such as, but not limited:
  - Employee Onboarding / Offboarding – Assistance with onboarding and offboarding of Client end-users. If applicable and mutually agreed upon as detailed in one or more SOW(s) / Addendum(s), a customized process to optimize the provision and deployment of new workstations/laptops; and
  - Third-Party Application Support & Administration – Abacus will support the mutually agreed upon third-party applications, services and/or platforms (e.g. AWS, Azure, Google, etc) that have been properly configured to provide Abacus with administration accesses, including, but not limited addition of new users, upgrading to new releases and continuously applying patches to the then current supported third-party applications in the background as they are released and tested to.

### ECHO IT Infrastructure Management Services –

The Network Operation Center (“NOC”) team provides proactive / reactive responses to ensure a healthy infrastructure is maintained. Client understands and agrees that in the event that if Abacus assists a third-party vendor with the resolution of any/all issues with hardware/service stemming from issue(s) that are the sole responsibility of a given third-party vendor on Client's behalf or at Client's request, such assistance shall be deducted from Client's pre-purchased monthly hours allocation or charged at the then current applicable T&M or otherwise rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the Abacus portal. These services include, but are not limited to:

- Network/Server/Directory Monitoring and Maintenance Services - The NOC will actively monitor, maintain and respond to address issues/events on the Client's network, Servers (physical and virtual) and Directory services.
- Patching - All mutually agreed upon onboarded laptops / workstations, servers, networking devices and/or supported third-party applications, which have been properly configured to provide Abacus with administration accesses, are patched on a predetermined schedule; provided the third-party application has been tested by Abacus to confirm compatibility.
- Backup - The NOC will configure and monitor backups (local or cloud-based solutions as applicable) for the mutually agreed upon devices (e.g. workstations, Servers, mobile devices, etc) to ensure they are running properly. This service will also include, where applicable and if mutually agreed upon, testing of the backups to verify recovery capabilities.
- End-Point Management – If so indicated in one or more SOW(s) / Addendum(s), implement the end-point management services for the mutually agreed devices detailed in such SOW(s) / Addendum(s).
- Technology Infrastructure Assessments – Conduct a review per the mutually agreed upon scheduled of the Client's infrastructure, providing a full detailed report with recommendations to align the IT infrastructure with Abacus's best practices.

## ECHO IT Cybersecurity Services

- Abacus shall provide the Compliance and Control service(s) as detailed in one or more SOW(s) / Addendum(s), which may include if so indicated:
- Education: Abacus shall provide Client the computer based managed training detailed in one or more SOW(s) / Addendum(s), which shall include any applicable reporting.
- Infrastructure Protection:
  - Abacus shall implement anti-virus and anti-spam solutions. For those Clients who subscribe to DMARC services, Client understands and agrees that: i) Abacus shall only configure and entitle Client to use said Service; and ii) Client and/or Client's Third-Party Vendor shall be solely responsible for processing and interpreting any and all system generated output(s), as well as implementing any and all needed modifications and/or requesting Abacus to implement such modifications, for which Abacus shall charge applicable rate(s) (as detailed in one or more SOW(s) / Addendum(s)).
  - Abacus makes use of several third-party solutions as detailed in the then current Security Policies and Procedures to make best efforts to continuously scan for/detect and proactively prevent malware and malicious activities.
  - Incident Response: Abacus shall assist Client to prepare to respond to cybersecurity incident(s), which shall include providing the most current incident report template for Client's own use, as well as, if applicable, performing the processes detailed in the most current Security Incident Checklist.
  - Identity Management – If so indicated in one or more SOW(s) / Addendum(s), Abacus will implement and maintain the security groups and access control lists per the Client's needs via the service(s) detailed in one or more SOW(s) / Addendum(s)
  - Multi-Factor Authentication - If so indicated in one or more SOW(s) / Addendum(s), Abacus will implement and maintain, as directed by the Client, the multi-factor authentication solution detailed in such SOW(s) / Addendum(s) for the mutually agreed upon onboarded laptop(s), tablet(s), mobile phone(s) and workstations (collectively "End-User Devices") and supported third-party applications, which have been properly configured to provide Abacus with administration accesses. Client understands and agrees that: i) each End-User Device, third-party application and/or token configured, including to replace one that has been lost/stolen and/or to transferred to a new/replacement End-User Device shall be deducted from Client's pre-purchased monthly hours allocation or charged at the applicable rate(s) detailed in such SOW(s) / Addendum(s). Abacus shall consider the implementation completed Client's technical ability to access the functionality defined herein.
  - Single-Sign On: For those Clients who subscribe to the Single Sign-On ("SSO") services (as indicated as a line item in one or more SOW(s) / Addendum(s)) Abacus shall provide authentication for Client's end-users to the respective third-party application(s)/service(s) via the SSO method detailed in one or more SOW(S) / ADDENDUM(S). Client understands and agrees: i) all end-users and their respective accreditation(s) as well as the pertinent applicable third-party application(s)/service(s) must be defined and authorized in writing in advance to Abacus; provided that no application(s)/service(s) shall be added without the written consent of Abacus, with such consent not being unreasonably withheld; ii) authentication shall make use of a proxy service between Client's directory service and the applicable application(s)/service(s); iii) authentication will make use of a federated trust, linking Client's directory service and the target application(s)/service(s), which are limited to those third-party application(s)/service(s) that make SAML-based "Single Sign On ("SSO") available; iv) Client is responsible for coordinating the configuration of SAML SSO on the target application(s)/service(s) as well as all cost(s) associated

with such request(s); and v) Client is responsible for managing end-user access levels and accreditation for each of Client's authorized end-users within each target application/service, including, but not limited to immediately notifying Abacus in writing in the event an end-user's access to client's directory service and/or a third-party application/service is to be revoked and the time-frame in which such revocation is to occur. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY IN THE PRINCIPAL AGREEMENT OR ONE OR MORE SOW(S) / ADDENDUM(S), IN THE EVENT CLIENT FAILS TO PROVIDE PRIOR AND TIMELY WRITTEN NOTIFICATION OF AN END-USER REVOCATION: I) ABACUS SHALL NOT BE HELD LIABLE OR IN BREACH OF THE PRINCIPAL AGREEMENT FOR ANY ACCESS A REVOKED END-USER MAY SECURE OR MAKE USE OF; AND II) CLIENT HEREBY RELEASES ABACUS FROM THE FOLLOWING, AS IT PERTAINS TO SUCH FAILURE: I) ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS; AND II) ANY AND ALL OBLIGATIONS IN CONNECTION WITH ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS. FURTHERMORE, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD ABACUS HARMLESS FROM AND AGAINST ANY LIABILITY, ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) INCURRED BY CLIENT AS A CONSEQUENCE OF CLIENT'S FAILURE.

- Security Assessment: Abacus will conduct the type of engagement(s) indicated on one or more SOW(s) / Addendum(s) using the mutual agreed upon criteria. For each engagement, Abacus shall provide the following:
  - o Develop engagement scope, including, but not limited to:
  - o Automated Scan of Mutually Agreed Upon Client Location(s)/Environment(s)
  - o Mutually Agreed Upon Third-Party Applications
  - o Password / Group Policies
    - Reconcile and review results
    - Document and present recommendations to remediate discovered security vulnerabilities.

FOR THE AVOIDANCE OF DOUBT: I) CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING WHICH VULNERABILITIES SHOULD BE REMEDIATED AND IN COMMUNICATING SUCH TO ABACUS. ALL REMEDIATION EFFORTS BY ABACUS SHALL BE DEDUCTED FROM CLIENT'S PRE-PURCHASED MONTHLY HOURS ALLOCATION OR CHARGED AT THE APPLICABLE RATE(S) DETAILED IN SUCH SOW(S) / ADDENDUM(S); II) MANAGEMENT OF AND ACTUAL REMEDIATION OF SECURITY VULNERABILITIES ON THIRD-PARTY OWNED/SUPPLIED TECHNOLOGY AND/OR SERVICE(S) WILL BE THE RESPONSIBILITY OF CLIENT AND/OR RESPECTIVE THIRD-PARTY); AND III) ALL COSTS ASSOCIATED WITH SUCH REMEDIATION EFFORT(S) SHALL BE SOLELY THE RESPONSIBILITY OF THE CLIENT.

Client understands and agrees: i) that services provided by third-party vendors, including, but not limited to tasks not defined above as to be performed by Abacus shall be: a) addressed by a separate proposal supplied by said third-party vendor; b) provided and guaranteed solely by said third-party vendor; and c) payment for which shall be solely the responsibility of Client; ii) Unless mutually agreed upon in advance to the contrary, all work performed by Abacus shall be performed at an Abacus office during Normal Business Hours; *provided* all work performed by Abacus outside Normal Business Hours shall be billed at the applicable premium; iii) completion of each engagement scope contemplated under this service is subject to External Variables. External Variables are outside of Abacus's control and could impact the respective engagement's scope and/or the completion date. Abacus will use best efforts to minimize / mitigate any/all affects External Variables may have on the respective engagement's scope and/or the completion date; iv) that the scope of a given engagement is based on Abacus's current understanding of the initiative, developed through discussions with Client to date and assumptions we have made based on our interpretation of this information. The scope of a given engagement is subject to change based on further information and clarity received through future correspondence or discussions with Client and/or items outside of Abacus's control, including, but not limited to External Variables; v) in the event that any material changes to the engagement's scope are identified and/or requested by either party, any/all additional work shall be addressed in a separate engagement, which shall be communicated to and approved by Client in writing prior to work commencing; and vi) upon completion of each engagement, all additional request(s) regarding such engagement shall be addressed in a separate subsequent engagement, which shall be communicated and approved by Client prior to work commencing.

- E-Waste: As requested by Client, Abacus will assist with coordinating a 3<sup>rd</sup> party vendor to retrieve and dispose of/destroy Client's electronic waste. Client understands and agrees: i) that services provided by third-party vendors for the services referenced herein shall be: a) addressed by a separate proposal supplied by said third-party vendor; b) provided and guaranteed solely by said third-party vendor; and c) payment for which shall be solely the responsibility of Client. ABACUS SHALL HAVE NO RESPONSIBILITY FOR OR LIABILITY/INDEMNIFICATION OBLIGATIONS STEMMING ANY SUCH SERVICE PERFORMED BY SUCH THIRD-PARTY.

## ECHO Client Management

If so indicated in one or more SOW(s) / Addendum(s), Abacus will assign a dedicated Account Manager that would serve as the single point of contact between Abacus and Client.

## ECHO Onboarding Services

If so indicated in one or more SOW(s) / Addendum(s), Abacus shall follow its then current policies and procedures to ensure each new Client and/or device is onboarded properly, which shall include, but not be limited to:

Implement monitoring solution for the mutually agreed upon location(s)/environment(s).

Implement management solution for the mutually agreed upon devices for such efforts as monitoring of, patch management of and/or remote access to said devices.

- Installation of end-point protection on mutually agreed upon devices.
- Document mutually agreed upon network(s), which shall include, but not be limited to IP addresses, network architecture/topology, VPN configuration/ access process, credentials for the infrastructure technology, e.g. network switches, routers, wireless access points), etc...
- Document mutually agreed upon applications, which shall include, but not to be limited to confirming mutually agreed upon devices are configured appropriately to provide Abacus necessary remote access capability and administrative credentials.
- Document mutually agreed upon processes, which may include: day-to-day interaction between Abacus and Client; employee onboarding/offboarding; Device configuration templates customized to the mutually agreed upon user roles; escalation processes to address the mutually agreed upon events; and/or cybersecurity events.

Client shall: i) be responsible for the procurement and delivery of any/all required primary/back-up circuits, hardware and/or software that has been mutually agreed upon as being supplied by Client; ii) ensure said hardware and/or software is properly licensed; and iii) ensure said circuit(s), hardware and/or software are suitable for the proposed / agreed upon solution and meet/exceed the agreed upon specifications. For any/all Client supplied hardware/circuits and/or Abacus supplied solution(s) that Client elects to downgrade below Abacus's recommendations, Client understands and agrees: i) that, in the event of any defective Client supplied equipment/circuit failure, Client will be responsible for providing replacement equipment and/or remediating circuit failure and that any/all service(s) that are dependent upon said equipment/circuit(s) may not be available until a replacement is provided/circuit is restored; and ii) that Abacus shall not be responsible for any/all degradation/loss of service(s) caused by Client supplied hardware/circuit(s) not meeting the recommended Abacus specifications and/or the Abacus supplied solution(s) being downgraded, at Client's direction, below Abacus's recommendations. Client understands and agrees: i) that the resolution of any/all issues with Client supplied hardware, software and/or circuits; and ii) any/all implementation services not defined as being included in the above defined services shall be billed at the then current applicable T&M rate(s) as specified by the current document(s) posted to Client's account or an appropriate general section on the Abacus portal. FOR THE AVOIDANCE OF DOUBT AND REGARDLESS OF IF STATED TO THE CONTRARY, FOR ALL SITE(S) THAT MAKE USE OF ONLY CLIENT SUPPLIED DIRECT PUBLIC INTERNET ACCESS SERVICE(S) INSTEAD OF A POINT-TO-POINT CONNECTION TO THE ABACUS DATA CENTER, CLIENT UNDERSTANDS AND AGREES THAT ABACUS: I) CANNOT GUARANTEE THE QUALITY OF SERVICE ("QOS") NOR THE FEATURES OR FUNCTIONALITY OF SERVICE(S); NOR II) BE HELD LIABLE OR IN BREACH OF THIS AGREEMENT FOR ANY FAILING OF THE ABACUS SUPPLIED SERVICE(S) THAT ARE CAUSED AND/OR ASSOCIATED WITH SUCH CONNECTION METHOD.

The successful implementation of the IT Service(s) detailed in the applicable SOW(s)/Addendum(s) depends upon the scheduling of numerous Abacus/third-party resources. Within the mutually agreed upon time frame after the commencement date detailed in the applicable SOW(s)/Addendum(s), Abacus shall provide Client with a detailed implementation plan, including, without limitation, a timeline for implementation of IT Services, milestones, tasks, activities, and projects to be completed by Abacus ("Implementation Plan"). The Implementation Plan shall allow for a two-phase implementation of applicable Product(s)/Service(s). During the first phase the mutually agreed Authorized Users shall be implemented in accordance with the applicable SOW(s)/Addendum(s) and the Agreement and shall be required test the mutually agreed upon Product(s)/Service(s) for no more than five (5) days. Upon completion of phase one, barring reasonable basis from Client, the Product(s)/Service(s) shall be implemented in accordance with the applicable SOW(s)/Addendum(s) and the Agreement for all remaining Authorized Users. Upon mutual approval of the Implementation Plan, both parties shall comply with all requirements set forth in the Implementation Plan. Any adjustments to the requirements of the Implementation Plan shall be in writing and mutually agreed upon; *provided*, Client understands any changes to the Implementation Plan requested by Client or because of Client's acts or omissions may result in additional fee(s) that shall be communicated to and approved by Client prior to such changes being actioned and the implementation continuing.

Subject to any adjustments agreed to by the Parties in writing, Abacus will implement the Product(s) / Service(s) in accordance with

the applicable SOW(s)/Addendum(s) and the Agreement within the mutually agreed upon time frame of the commencement date detailed in the applicable SOW(s)/Addendum(s). Prior to any delay in the implementation of the IT Service(s) detailed in the applicable SOW(s)/Addendum(s) due to: a) acts or omissions of Client; and/or b) response times from Client and/or Client's representative(s) (including, but not limited to, legacy service provider(s)) to reasonable Abacus requests and/or deliverables, Abacus will (a) provide notice to Client, such notice specifying the acts(s)/omission(s) and/or request(s) and/or deliverables and the information Client and/or Client's representatives failed to provide, and (b) provide Client an opportunity to address such failure without a delay in the implementation. In the event that Client fails to cure such deficiency within five (5) days following such notice. Abacus reserves the right to: x) re-schedule the implementation of the IT Service(s) detailed in the applicable SOW(s)/Addendum(s) at its reasonable discretion; y) assess, each time such an event occurs, a re-scheduling fee that equals 50% of the monthly value of the applicable IT Service(s) detailed in the applicable SOW(s)/Addendum(s); or, in the case of any IT Service(s) detailed in the applicable SOW(s) /Addendum(s) are only billed on a one-time / non-recurring basis, 50% of the aggregate one-time / non-recurring fee(s) for such Product(s) / Service(s) detailed in the applicable SOW(s)/Addendum(s); and/or z) upon supplying Client ten (10) business days' written notice: i) de-prioritize the implementation of Client's Product(s) / Service(s) to be completed as time allows; and ii) consider all Product(s) / Service(s) detailed in the applicable SOW(s)/Addendum(s) implemented and begin billing accordingly.

Furthermore, upon completion of substantially all the items detailed in applicable SOW(s)/Addendum(s), Abacus shall supply Client a project completion form that lists all outstanding items that Abacus shall complete in a timely fashion ("*Punch List*"). Completion of the Punch List is dependent upon Client's continued cooperation and responsiveness. If Abacus is delayed in completing the Punch List due to a) willful acts or omissions of Client; and/or b) response times from Client and/or Client's representative(s) (including, but not limited to, legacy service provider(s)) to reasonable Abacus requests and/or deliverables; Abacus reserves the right to, upon supplying Client ten (10) business days' written notice: x) re-prioritize Client's "*Punch List*" to be completed when time allows; and y) consider all Product(s) / Service(s) implemented and completed and begin billing accordingly.