

**CLOUDCENTRIC AZURE ADDENDUM****ARTICLE 1: CLOUD COMPONENTS AND USE OF THE SYSTEM IN GENERAL.**

1.1. Services. We will use commercially reasonable efforts to provide you the CloudCentric Azure (“CloudCentric”) Services and the Technical Support Services described in this Contract and attached Quote (collectively, the “Services”). The Services may include access to the CloudCentric website, the Azure cloud services and our client portal (collectively, “Website”), the Software and the Documentation.

1.1.1. Cloud resources and performance needs are estimated based on limited information and thus may require resource adjustment over time.

1.1.2. New versions of applications or additional users accessing memory or CPU intensive applications may also require the addition of resources.

1.1.3. CloudCentric utilizes Microsoft’s Azure Backup system. Unless specified otherwise in the attached Quote, backups take place nightly, are stored in Locally Redundant Storage, and are retained for 30 days.

1.1.4. ManageCentric Essentials or Complete service, if included in Contract, are described in more detail on attached Specification.

1.2. Use of the System. During the term of the Contract, CUSTOMER may access and use the Services pursuant to: (i) the terms of the Contract, including such features and functions as the attached Quote requires; and (ii) DIAMONDIT's policies posted on its Website at [diamondIT.pro/company-policies](http://diamondIT.pro/company-policies), as such policies may be updated from time to time.

1.2.1. Hardware Requirements, Technical Details and Additional Terms and Conditions;

1.2.2. Privacy Policy;

1.2.3. Code of Conduct;

1.2.4. Digital Media Policy;

1.2.5. Microsoft SPLA Acceptable Use Policy;

1.2.6. Vendor specific End User Agreements

1.3. Documentation: CUSTOMER may reproduce and use the Documentation solely as necessary to support Users' use of the System.

1.4. System Revisions. DIAMONDIT may revise the features and functions of the Cloud Components at any time, provided no such revision materially reduces features or functionality provided pursuant to the Contract.

1.5. DIAMONDIT will use commercially reasonable efforts to provide Work as described in paragraph 4 of the Summary

1.6. The CUSTOMER shall furnish and pay for all labor, material, hardware, equipment, software, services, taxes, supervision, coordination, and other facilities required to complete the Work described in paragraph 4 of the Summary.

1.7. DIAMONDIT does not guarantee any particular result nor is DIAMONDIT liable in any way for performance changes or failures.

**ARTICLE 2: CUSTOMER OBLIGATIONS.**

2.1. Customer Equipment. CUSTOMER is solely responsible for selecting, purchasing, installing, configuring, and/or maintaining (including internet connectivity) its equipment and Authorized User equipment, software and services, including computers, mobile devices, other hardware, software (including Internet firewall), phone and connectivity services, and any other goods or services with which you access and/or use in connection with the WORK unless specifically included in the WORK or another agreement. CUSTOMER is solely responsible for providing DIAMONDIT with notice of upgrades, downtime and other outages.

2.1.1. System Requirements. Minimum system requirements stated in Hardware Requirements, Technical Details and Additional Terms and Conditions can be found at [diamondIT.pro/company-policies](http://diamondIT.pro/company-policies). CUSTOMER's

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technical liaison(s) can also use the Website and/or DIAMONDIT's client support or sales personnel to obtain information about compatible equipment, software and services. CUSTOMER shall regularly check DIAMONDIT's Website for updates to any terms incorporated by reference and complying with such updates on the stated effective date. DIAMONDIT makes no representation and provides no warranty, assurance or other promise that said equipment will be compatible with the WORK.

2.2. Programs, Data, and Documentation. CUSTOMER shall maintain all licenses and adhere to the license terms of any CUSTOMER software used in connection with the WORK. In conjunction with the WORK, CUSTOMER may be allowed to use certain software (including related documentation, developed and owned by Microsoft Corporation or its licensors, and others (collectively, the "Software"). If CUSTOMER chooses to use the Software, CUSTOMER agrees to any associated additional terms and conditions. CUSTOMER acknowledges and understands that the Software is neither sold nor distributed to you and its use is only in conjunction with the WORK. CUSTOMER shall not transfer or use the Software outside the WORK. CUSTOMER shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Software.

2.2.1. CUSTOMER agrees to make available to DIAMONDIT, upon reasonable notice, computer programs, data, and documentation required by DIAMONDIT to complete the WORK. CUSTOMER shall allow DIAMONDIT to collect, maintain, process and use diagnostic, technical, usage, and related information about the equipment, network and services, and shall allow remote access and management software to remain on the equipment, network and services as required to perform the WORK. CUSTOMER grants DIAMONDIT a nonexclusive, worldwide, royalty-free, fully- paid, transferable license to host, cache, record, copy and display CUSTOMER's data solely for the purpose of performing the WORK.

2.2.2. Ensure we have appropriate access to systems to install RMM agents including opening firewall ports, adjusting antivirus settings and keeping workstations powered as needed.

2.2.3. Notify us of changes to IT systems including adding or retiring workstations to ensure services are added or removed as needed.

2.2.4. When CUSTOMER Administrative Users are included in the Services, those users will be responsible for reviewing alerts and monitors and determining any corrective actions needed unless otherwise specified.

2.3. Authorized Users. CUSTOMER shall communicate with all its authorized users to insure they have appropriate training in regard to the WORK and shall provide adequate technical support (unless DIAMONDIT has a separate agreement to do so). CUSTOMER shall be solely responsible for all acts and omissions of all Authorized Users, including ensuring their compliance with all requirements under the Contract.

2.4. Security. CUSTOMER shall take commercially reasonable security precautions in using the WORK. This includes limiting use to business purposes, and complying with all laws, ordinances, regulations, requirements and rules relating to the use of the WORK and cooperating with DIAMONDIT's reasonable investigation of outages, security problems, and any suspected breach of the Contract.

2.5. Acceptable Use. CUSTOMER shall not: (i) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (ii) provide System passwords or other log-in information to any third party, except CUSTOMER's Authorized Users as specifically authorized by this Contract; (iii) share non-public System features or content with any third party; or (iv) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System.

2.5.1. In the event that DIAMONDIT suspects any breach of the requirements of this Section 2.5, DIAMONDIT may suspend CUSTOMER's access to the System without advanced notice, in addition to such other remedies as DIAMONDIT may have. This Contract does not require that DIAMONDIT take any action against CUSTOMER or

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any User or other third party for violating the this Section 2.5, or this Contract, but DIAMONDIT is free to take any such action it sees fit.

2.6. Unauthorized Access. CUSTOMER shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. CUSTOMER shall notify DIAMONDIT immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

ARTICLE 3: CONTRACT SUM. CUSTOMER SHALL PAYDIAMONDIT THE CONTRACT SUM AS SET FORTH IN PARAGRAPH 8 OF THE SUMMARY.

3.1. Invoicing. Each month, DIAMONDIT will invoice in advance for the Contract Sum that is within CUSTOMER's standard plan. DIAMONDIT will also invoice in arrears for all additional WORK, services, and/or other fees and charges at our standard rates at that time as incurred by CUSTOMER. Billing for partial months will be prorated based on a thirty (30) day calendar month.

3.1.1. When a standard plan is based on the CUSTOMER's average use of the Work, DIAMONDIT will estimate the average use for the next billing period based on information available and true up with actual count use information on the next monthly invoice. Use Reports are run on the 25th of each month so submission of adds/deletes should be done by the 25th of the month. Decrease in average use may not reduce the original contracted amount by more than twenty (20) percent or below the up to amount if specified.

3.1.2. Azure is a consumption based service. Most resources are designed and priced to be available 24 hours a day while some resources may only run during peak hours of the day. Should those resources priced at a reduced peak only hours schedule exceed the projected hours for the month, the additional run time will be billed as an overage.

3.2. Fee Increases.

3.2.1. For Monthly Plans, DIAMONDIT may increase the Contract Sum at any time by providing at least thirty (30) days' written or electronic notice of said increase to CUSTOMER. If CUSTOMER does not agree with said increase, CUSTOMER may terminate this Contract by immediately providing written or electronic notice that CUSTOMER elects to terminate the Contract and the Contract shall terminate effective thirty (30) days from DIAMONDIT's original notice.

3.2.2. For Annual and Multi-Year Plans, DIAMONDIT may increase the Contract Sum up to 3% each year.

3.2.2.1. Notwithstanding the foregoing provisions of section 3.2.2 above, DIAMONDIT reserves the right to provide ninety (90) days' prior written notice of an increase in the Contract Sum at any time prior to a renewal period in the event of unforeseen conditions that cause a significant increase of costs to provide the Work. Unforeseen conditions may include new regulatory requirements, unexpected increases for software and service used to provide the Work, and enhancements deemed necessary that cannot be managed on a per user or per client basis. If CUSTOMER does not agree with the notice of the proposed fee increase, CUSTOMER must inform DIAMONDIT in writing within thirty (30) days of the date of the notice of increase; following which DIAMONDIT may elect to terminate this agreement after expiration of the ninety (90) day notice of the fee increase.

ARTICLE 4: TERMINATION.

4.1. Contract Term. The Contract Term may be a monthly plan, an annual plan, a multi-year plan or a combination of said plans.

4.1.1. The Commencement Date shall be the date Azure resources are first provisioned.

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4.1.2. Monthly Plan. If CUSTOMER subscribed to a monthly plan, the Contract Term is the period from the Commencement Date through the remainder of the next full calendar month. The Contract Term shall automatically renew for an additional calendar month until termination. CUSTOMER must provide thirty (30) days prior written notice of non-renewal.

4.1.3. Annual and Multi-Year Plans – New CloudCentric Azure Customers. If CUSTOMER subscribed to an annual or multi-year plan, the Contract Term begins on the Commencement Date and ends on the twelfth (or appropriate whole number multiple of 12 for multi-year plans) calendar month plus one additional month thereafter (for example, an initial term that begins April 12 will continue until May 11 of the following year).

4.1.4. Annual and Multi-Year Plans – Renewing CloudCentric Azure Customers. If CUSTOMER subscribed to an annual or multi-year plan, the Contract Term begins on the Commencement Date and ends on the twelfth (or appropriate whole number multiple of 12 for multi-year plans) calendar month thereafter (for example, an initial term that begins April 12 will continue until April 11 of the following year).

4.1.5. Annual and Multi-Year Plans – Renewing. Due to the nature of Azure Reserve pricing, the Contract Term shall automatically renew as a Monthly Plan at the then prevailing monthly pricing unless a new contract is executed by the termination of this contract term.

4.1.6. Off Boarding. Upon receipt of non-renewal notice, DIAMONDIT will initiate off-boarding discussions with CUSTOMER. As off-boarding activities can have an impact on certain services, these activities must be done in coordination with our support team.

## 4.2. Termination for Cause.

4.2.1. DIAMONDIT may immediately terminate this Contract if (i) we discover that the information CUSTOMER provided is materially inaccurate or incomplete; (ii) the individual signing this Contract did not have legal right or authority to enter into this Contract; or (iii) upon the failure of the CUSTOMER to pay the Contract Sum or perform any provision of the Contract Documents (hereinafter "Default").

4.3. Fees, Costs and Contract Sum. For plans that are terminated before the Completion Date of the then current Contract Term, DIAMONDIT is not required to refund payments already paid. Fees for non-recurring services and set up fees shall not be refunded. Any fees previously waived may be reinstated and any discounts may be revoked. DIAMONDIT's obligation to provide any WORK will terminate upon the effective date of termination, but the unbilled Contract Sum from the date of termination through the end of the term will immediately be billed and due. Said amount will be subject to the charges set forth in Article 4.

4.3.1. Upon termination or expiration of this Contract, (i) any amounts owed to us will become immediately due and payable, and (ii) DIAMONDIT may immediately cut off access to the WORK. CUSTOMER is solely responsible to secure all necessary data regarding your account or arrange for post termination needs prior to termination. Unless otherwise required by applicable law, CUSTOMER may request to retrieve its data only if you have paid any charges for any post-termination use of the WORK, Off Boarding, and all other amounts due. DIAMONDIT can then either make said data available to CUSTOMER via secure File Transfer Protocol (Secure FTP) or send the data to CUSTOMER on a portable hard drive depending on the size of the data. In that event, additional fees and costs will apply. Any post-termination assistance required from DIAMONDIT is conditioned upon the execution of a mutually acceptable agreement.

ARTICLE 5: INFRINGEMENT. If DIAMONDIT reasonably believe that any component of the WORK may give rise to an infringement claim, DIAMONDIT may, at its sole cost and discretion and as CUSTOMER's sole and exclusive remedy, procure for CUSTOMER the right to continue use of the WORK, replace or modify the WORK so that the WORK is not infringing, or terminate this Contract upon thirty (30) calendar days' prior written notice.