

ASSIGNMENT AND THIRD AMENDATORY AGREEMENT

THIS ASSIGNMENT AND THIRD AMENDATORY AGREEMENT (“Assignment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”); and **CATAPULT SYSTEMS, LLC**, a Texas limited liability company doing business at 1221 S. Mopac Expressway, Austin, Texas 78746 (the “Contractor”), as defined in the original Agreement and in this document the “Assignor;” and **QUISITIVE, LLC**, a Colorado limited liability company, whose address is 4582 South Ulster Street Parkway, Suite 1350, Denver, CO 80237 (“Assignee”), jointly “the Parties” and individually a “Party.”

WHEREAS, the City and the Contractor entered into an Agreement dated April 17, 2018, an Amendatory Agreement dated December 8, 2019, and a Second Amendatory Agreement dated December 9, 2020, for the continual use and support of the Valo software (the “Agreement”); and

WHEREAS, the purpose of this Assignment is to replace Assignor under the Agreement and substitute Assignee to the extent provided for in this Assignment. In addition to the assignment of duties and obligations, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

- 1.** This Assignment shall not be valid or enforceable until fully executed by all Parties. The City shall not be bound to Assignee by any provision of this Assignment before the Assignment is fully executed and shall have no obligation to pay Assignee for any work or services performed or expense incurred under this Assignment before the Assignment term. The Parties’ respective performances under this Assignment and the changes to the Agreement contained herein shall commence once the Assignment is duly executed and shall terminate on the termination of the Agreement. Upon the date this Assignment commences, Assignee shall perform all duties and fulfill all obligations of Assignor under the Agreement as if it were the original contractor, subject to the following provisions:
 - 1.1.** Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Agreement except to the extent Assignee fails to properly perform, in which event, Assignor, if Assignor still exists as an entity following this Assignment, shall correct such performance upon the City’s request;
 - 1.2.** This Assignment is incorporated by reference into the Agreement, and all prior assignments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Assignment; and
 - 1.3.** Assignor hereby waives all rights and claims, known or unknown, it may have against the City, effective as of the execution of this Assignment. All payments and reimbursements previously made by the City to Assignor, and all other previous actions taken by the City under the Agreement, shall be considered to have discharged the City’s obligations to Assignor thereunder. All payments made by the City after this Assignment is executed in the name of or to Assignor shall have the same force and effect as if made to Assignee and shall constitute a complete discharge of the City’s obligations under the Agreement to the extent of the amount paid.

2. Effective upon execution, all references to Exhibits A and A-1 in the existing Agreement shall be amended to read Exhibits A, A-1, and A-2, as applicable. Exhibit A-2 is attached and will control from and after the date of execution.

3. Section 19 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**19. TERM**: The term of the Agreement (“Term”) shall commence on January 1, 2018, through December 31, 2027.”

4. Subsection 20.4.1 of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“**20.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Seven Hundred Twenty-Seven Thousand Seven Hundred Fifty Dollars (\$727,750.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

5. Section 23 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“**23. EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.”

6. Section 39 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**39. NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status,

protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

7. The City hereby consents to the assignment of this Agreement between Assignor and Assignee subject to the provisions of this Assignment. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
8. This Assignment and Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
9. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-2**, Scope of Work.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: TECHS-202370736-03 (201738742-03)
Contractor Name: QUISITIVE, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202370736-03 (201738742-03)
QUISITIVE, LLC

By:  _____

Name: Syed Hasan
(please print)

Title: SVP Managed Services
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2



City and County of Denver

Flex Services 4 Years

Subscription Agreement

9/28/2023

Quisitive Contacts:

Tony Sciacca, Account Exec

Sam Stewart, Managed Services Director

This Subscription Agreement ("SA") describes the services to be performed and deliverables to be provided by Quisitive for City and County of Denver ("Client") in connection with the Flex Services 4 Years. This SA is subject to and governed by the Master Services Agreement (MSA).



Terms of Service

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

Billing

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

Subscription Term

- With sixty (60) days advance notice of a renewal term, Quisitive reserves the right to adjust rates.

Service Level Agreement (SLA)

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

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

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

QUISITIVE

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

Cancellation

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

Ad Hoc Services Billing

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

Service Assumptions

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

Additional Service Assumptions for Client hosted environments

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



Additional Solution as a Service Assumptions

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

Updates to the Terms of Service

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

1. Year 1 Pricing

The following are provided on a subscription basis:

Subscription Services	Description	Monthly Fee	Annual Fee
Valo Fresh Subscription	Access to Valo software cumulative updates and hotfixes. All updates to 3 rd party products that require Quisitive time will be provided through Flex Services listed below. Client is required to be on the current version of software. Valo is a Category I Technology.	Invoiced Annually 01/01/2024	\$4,120.00
Flex Services	Administrative, Fix and Enhancement Services ~approximately 10 hours of Cat 1 Flex support per month	\$1,840.00	\$22,080.00
Total Annual Subscription Agreement Fee			\$26,200.00

Subscription Term: 12 Months

Start Date: 01/01/2024

End Date: 12/31/2024

Flex Services are consumed at the following hourly rates:

When requests are made...	For Category I Technologies	For Category II Technologies
Within Flex Monthly Subscription (Discounted Flex)	\$184.00	\$229.00
Beyond Flex Monthly Subscription (Over Flex)	\$200.00	\$245.00
After Hours Flex Monthly Subscription	\$223.00	\$256.00

Onsite Services will be provided upon customer request and based on availability. Onsite Services will be consumed at a \$25/hr. premium on the above rates. If travel is required and mutually agreed upon, actual travel costs will be billed separately.

2. Year 2 Pricing

The following are provided on a subscription basis:

Subscription Services	Description	Monthly Fee	Annual Fee
Valo Fresh Subscription	<p>Access to Valo software cumulative updates and hotfixes.</p> <p>All updates to 3rd party products that require Quisitive time will be provided through Flex Services listed below. Client is required to be on the current version of software.</p> <p>Valo is a Category I Technology.</p> <p>Valo Software Assurance ends 06/30/2025</p>	Invoiced Annually 01/01/2025	\$2,060.00
Flex Services	<p>Administrative, Fix and Enhancement Services</p> <p>~approximately 10 hours of Cat 1 Flex support per month</p>	\$1,890.00	\$22,680.00
Total Annual Subscription Agreement Fee			\$24,740.00

Subscription Term: 12 Months

Start Date: 01/01/2025

End Date: 12/31/2025

Flex Services are consumed at the following hourly rates:

When requests are made...	For Category I Technologies	For Category II Technologies
Within Flex Monthly Subscription (Discounted Flex)	\$189.00	\$235.00
Beyond Flex Monthly Subscription (Over Flex)	\$206.00	\$252.00
After Hours Flex Monthly Subscription	\$229.00	\$263.00

Onsite Services will be provided upon customer request and based on availability. Onsite Services will be consumed at a \$25/hr. premium on the above rates. If travel is required and mutually agreed upon, actual travel costs will be billed separately.

3. Year 3 Pricing

The following are provided on a subscription basis:

Subscription Services	Description	Monthly Fee	Annual Fee
Flex Services	Administrative, Fix and Enhancement Services ~approximately 10 hours of Cat 1 Flex support per month	\$1,940.00	\$23,280.00
Total Annual Subscription Agreement Fee			\$23,280.00

Subscription Term: 12 Months

Start Date: 01/01/2026

End Date: 12/31/2026

Flex Services are consumed at the following hourly rates:

When requests are made...	For Category I Technologies	For Category II Technologies
Within Flex Monthly Subscription (Discounted Flex)	\$194.00	\$242.00
Beyond Flex Monthly Subscription (Over Flex)	\$212.00	\$259.00
After Hours Flex Monthly Subscription	\$235.00	\$270.00

Onsite Services will be provided upon customer request and based on availability. Onsite Services will be consumed at a \$25/hr. premium on the above rates. If travel is required and mutually agreed upon, actual travel costs will be billed separately.

4. Year 4 Pricing

The following are provided on a subscription basis:

Subscription Services	Description	Monthly Fee	Annual Fee
Flex Services	Administrative, Fix and Enhancement Services ~approximately 10 hours of Cat 1 Flex support per month	\$1,990.00	\$23,880.00
Total Annual Subscription Agreement Fee			\$23,880.00

Subscription Term: 12 Months

Start Date: 01/01/2027

End Date: 12/31/2027

Flex Services are consumed at the following hourly rates:

When requests are made...	For Category I Technologies	For Category II Technologies
Within Flex Monthly Subscription (Discounted Flex)	\$199.00	\$249.00
Beyond Flex Monthly Subscription (Over Flex)	\$218.00	\$266.00
After Hours Flex Monthly Subscription	\$242.00	\$278.00

Onsite Services will be provided upon customer request and based on availability. Onsite Services will be consumed at a \$25/hr. premium on the above rates. If travel is required and mutually agreed upon, actual travel costs will be billed separately.

5. Terms and Conditions

1. **Expiration:** This SA offer will expire 60 days from the SA date listed on the first page unless executed.
2. **Mid-Month Start** - The first month of Subscription Services is prorated if the start date occurs after the first calendar day of a month. Subscription Term begins the first full month of service.
3. **Term** - The term of this SA is effective upon execution and continues through completion of the engagement.
4. **Sales Tax:** Client is responsible for any applicable sales tax.
5. Client agrees to name Quisitive **Partner of Record** per Microsoft program terms as defined in Appendix A.

Terms of Service: See below. Terms of Service can also be found here:

<https://quisitive.com/wp-content/uploads/2023/02/Quisitive-Flex-Terms-of-Service.pdf>

Service Catalog: <https://quisitive.com/wp-content/uploads/2023/02/Quisitive-Flex-Services-Catalog.pdf>

The Service Catalog will continue to be updated annually as Microsoft Technologies and Managed Services support changes.

6. Acceptance

This Subscription Agreement (SA) is subject to the terms and conditions of the Master Services Agreement (MSA) and Terms of Service (ToS), between Quisitive and City and County of Denver in effect at the time of signature for this SA. This SA incorporates all the terms and conditions, warranties, disclaimers, limitations, and other provisions of the MSA between the parties. Any exceptions to the MSA or ToS are noted in this SA and are not to be construed as permanent modifications to the MSA or ToS (i.e., they apply only to this SA). Additional details about the delivery of these services can be found in the Subscription Services Catalog and Terms of Service.

In the event of any ambiguity or conflict between any of the terms and conditions contained in the MSA and the terms, conditions and other provisions of this SA, the terms and conditions of the MSA shall control, unless the parties have expressly provided in this SA that a specific provision of the MSA shall be amended, in which case the MSA shall be so amended, but only with respect to the services and deliverables covered by this SA. In all events, the warranty remedies, warranty disclaimers, limitations of liability and limitations on damages contained in the MSA shall remain in full force and effect.

The Services described in this SA constitute Quisitive's entire obligation to provide Services hereunder. If Client requests services in addition to the Services identified in this SA, the performance of such additional services will require a modification to the deliverables and any adjustment to the schedule and/or fees to be paid.

CLIENT	QUISITIVE
Signature:	Signature:
Printed Name:	Printed Name: Syed Hasan
Title:	Title: Senior Vice President – Cloud Solutions and Applications – Managed Services
Date:	Date:

Appendix A

1. Microsoft Partner Record

When acting on behalf of the Client managing, configuring, and supporting Azure, D365, M365, and/or Power Apps services, Quisitive consultants will need access to the Client's environment. Using Partner Admin Link (PAL), Quisitive consultants will associate the user credentials used for service delivery with Quisitive's HQ ID. This requires no action from the Client. When the Consultant's user credentials are disabled, the information will be removed.

Client shall designate Quisitive as its Digital Partner of Record (DPOR) with Microsoft. DPOR is a designation for Microsoft to actively identify the partner that assisted with an implementation in the event of support needs. DPOR has no effect on the Client in standing or financially. Client shall make the DPOR designation for Azure in the Azure Customer Portal provided by Microsoft within five (5) business days following formal written request from Quisitive during project execution or provide Quisitive with administrator access rights to do so. Quisitive shall provide Customer with any necessary assistance to accomplish the designation.

Microsoft Online Services Partner Incentives Disclosure for Public Sector Entities - As a Microsoft Gold Partner in Cloud Platform and Cloud Productivity, Quisitive participates in a variety of Microsoft programs and initiatives which reward partners for enabling and enhancing the success of our mutual Clients. The Microsoft Partner Incentives Portfolio includes incentive programs through which Microsoft may provide the Partner with fees, commissions, or other compensation in connection with Microsoft products or services purchased or utilized by the Client. The Microsoft Partner Incentive program participation terms require that the Partner provide this information in writing when the Client is a US governmental or public sector entity. As such, this disclosure is being provided to you in accordance with program terms.

This SA supports the following workloads and activities:

M365 Products:

<input checked="" type="checkbox"/> Teams Platform	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Teams Meetings	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Teams Phone	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Microsoft Endpoint Management / Microsoft Intune	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Viva Learning	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Viva Insights	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Viva Topics	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Viva Topics	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Azure Active Directory Premium (AADP)	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Azure Advanced Threat Protection (AATP)	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Insider Risk Management (IRM)	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Microsoft Defender for Cloud Apps (MDC) / Microsoft Cloud App Security (MCAS)	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Microsoft Defender Endpoint (MDE) / Microsoft Defender Advanced Threat Protection (MDATP)	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Microsoft Purview Information Protection (MIP)	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Microsoft Defender for Identity (MDI) / Azure ATP	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Microsoft Defender for Office (MDO)	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> M365 Apps	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Exchange Online	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> SharePoint Online	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Outlook Mobile	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:

Terms of Service

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

Billing

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

Subscription Term

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

Service Level Agreement (SLA)

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

URGENCY LEVEL	DEFINITION	RESPONSE TIME
Critical	<ul style="list-style-type: none"> • Immediate turnaround is required • Issues that have a significant financial impact 	<ul style="list-style-type: none"> • Impedes ability to conduct business
High	<ul style="list-style-type: none"> • Quick turnaround is required 	<ul style="list-style-type: none"> • Issue has medium to high financial impact
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Low	<ul style="list-style-type: none"> • Impact is limited to one user 	<ul style="list-style-type: none"> • Issue has no financial impact

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

QUISITIVE

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

Cancellation

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

Ad Hoc Services Billing

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

Service Assumptions

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

Additional Service Assumptions for Client hosted environments

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



Additional Solution as a Service Assumptions

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

Updates to the Terms of Service

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