

Managed Patching Terms and Conditions

These terms and conditions apply to business clients only.

These product specific terms and conditions, along with the accompanying Master Service Agreement and Business Service Agreement, supplement and compose the entirety of the contract between the parties.

VENYU's Managed Patching service includes the following:

- Pre-implementation analysis of Client's infrastructure and systems environment to determine requirements.
- Optional pre-implementation consulting to determine best-practices strategy, if applicable.
- Professional installation by trained Provider technicians or contractors.
- Post installation testing and acceptance.
- Deploying currently supported Microsoft Windows O/S patches in accordance with the Patching Schedule.
- Diagnosing, troubleshooting, and assisting in the remediation of any issues with Provider-installed patches that did not deploy correctly or did not complete the patch deployment process.
- Providing best-effort in diagnosing, troubleshooting, and assisting in the remediation of system issues experienced by Client as a direct result of Provider's patch deployment. Best-efforts will be confined by the Major Incident Management guidelines.
- Rollback of patch(es) and/or system reboots upon client requests as related to Provider patch deployment.
- Providing a status report on a pre-defined basis to detail server and/or desktop patch statuses for those system in which Provider manages patching services.

VENYU's Managed Patching service **excludes** the following:

- Verification of third party application functionality and performance of post-patch deployment testing to determine that system functionality and capabilities remain unchanged. Client will submit a support case in the event of any system issues experienced that are the direct result of a Provider patch deployment.
- Third party patches of non-Microsoft systems.
- Hardware, supported operating system, internet access and appropriate network connectivity that is needed for the patching software provided by VENYU (the "Software") to operate properly. If upgrades to these items are required, VENYU may provide additional services that will be billed as Administrative Service.
- Support and troubleshooting on Client owned servers, desktop computers, laptops, workstations, printers, copiers, fax machines, or other networked devices for issues not related to VENYU Managed Patching services.
- Application support for client owned/operated applications.
- Anti-virus software, malware detection, or other security related software.

PATCHING SCHEDULE: Client shall be responsible for determining the servers, desktops, and/or systems that are to be patched.

The default patching schedule is the Sunday AFTER Microsoft releases patches on Tuesday between the hours of 12:00 am and 4:00 am. Default types of patches to be applied will include Windows critical and security patches.

MAJOR INCIDENT MANAGEMENT: While VENYU provides best-effort to implement necessary patches, there are no fool proof methods to prevent all possible scenarios. Even with best practices employed, unanticipated major incidents are possible.

- Incidents that require than 8 hours to resolve will be considered “Major Incident”.
- This includes but is not limited to:
 - Virus Remediation
 - Hardware Failure
 - Backup\|Image Restoration
- A maximum of 8 hours will be included as part of Client’s Managed Service(s) per calendar year to remediate a “major incident”.
- Major Incident hours that exceed 8 hours will be billed as Administrative Services.

OVERAGE CHARGES: If Client’s actual usage of the Managed Patching services exceeds the quantity specified in their Business Service Agreement, then the Client will be invoiced for the overage in accordance with rates charged for Managed Patching services as specified in the applicable Business Service Agreement.

ADMINISTRATIVE SERVICES: Additional hours for administration services are billed at one hundred seventy-five dollars (\$175) per hour, unless otherwise noted. Administrative services are billed in fifteen (15) minute increments with no minimums. Client will be billed for reasonable and customary related travel expenses that may be incurred as part of the services provided by Provider.

CONTROL AND USE OF SOFTWARE: Client agrees that it shall be bound by any vendor specific license terms and conditions related to any Software. Where required by a vendor(s), such license terms shall be located in the Third-Party Software Policy located on VENYU.com (<https://www.venyu.com/terms-conditions>) or successor site that is identified by VENYU, and made a part of the Agreement through this reference. Client acknowledges receipt of any such applicable license terms and its responsibility to comply with the terms and assumes all liability for compliance with such terms, including but not limited to, (a) informing all Client end-users of the terms of the license terms; (b) monitoring use of the Software to ensure compliance with the terms thereof; and (c) maintaining the distribution and security of any user identification and/or passwords necessary to access any Software.

DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDY

CLIENT ACKNOWLEDGES THAT DATA SERVICES SUCH AS THOSE PROVIDED VIA MANAGED PATCHING SERVICES ARE NOT FOOLPROOF AND, THEREFORE, ARE NOT GUARANTEED. IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THESE TERMS, NEITHER PROVIDER NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO DATA) RELATING TO OR ARISING FROM THE USE OF THE SERVICES PROVIDED HEREUNDER.

CLIENT UNDERSTANDS AND AGREES THAT PROVIDER IS PROVIDING SERVICES, AND ANY RELATED HARDWARE, SOFTWARE AND DOCUMENTATION TO CLIENT AND CLIENT HEREBY WAIVES ANY LIABILITY AGAINST PROVIDER AND AGREES TO HOLD PROVIDER HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM LOSS OR DAMAGE DUE TO DELAY OF SERVICE COMMENCEMENT OR INABILITY TO PROVIDE THE SERVICE, FAILURE OF ALL OR PART OF THE SERVICE, INCLUDING ANY BETA SERVICE, OR ANY RELATED SERVICE PROVIDED HEREUNDER.

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AGGREGATE FEES, IF ANY, PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT. IN NO EVENT SHALL PROVIDER OR ANY OF ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Provider is NOT responsible for:

- a. Third-party patch deployments.
- b. Ensuring that Managed Patching services provided to Client comply with Clients' compliance related obligations under any rules, regulations, applicable laws or similar requirements. VENYU may, upon Client request, provide documentation to assist Client in its compliance related obligations.

Client is responsible for:

- a. Notifying Provider prior to scheduled patch deployment, through a support case submitted in the client portal, of any perceived issues that Client might encounter during a scheduled patching window.
- b. Designating a technical point of contact to work with Provider to lend support for a successful implementation and ongoing support.
- c. Providing Provider with all required infrastructure and system information to successfully complete the initial assessment as a basis for the service implementation. Client may incur a charge for any information omitted during the assessment, whether intentional or accidental, that requires additional Provider services.
- d. Cooperating in scheduling installations as required by Provider personnel.
- e. Authorizing any and all modifications, updates, additions/deletions, etc. to the Managed Patching services through a support case submitted by an authorized contact in the client portal.
- f. IT support and troubleshooting on Client owned servers and workstations. Client may request assistance from VENYU which will be billed as Administrative Services.
- g. Configuration, management, maintenance, and support of any equipment not expressly provided by Provider for use with the Managed Patching services.
- h. The performance of its applications across the network.
- i. Providing Provider the necessary physical and logical user access to perform Managed Patching services and adding Provider to Client's distribution list to allow Provider to receive notifications related to provided services.
- j. Maintaining an updated list in the client portal of authorized Client users including the Authorizing Officer, Technical Contact, and Billing Contact.
- k. Communicating any issues promptly to VENYU.
- l. Reviewing patch status report(s) for completeness and accuracy.
- m. Notifying VENYU, through a support case submitted in the client portal, of any critical changes in the non-managed Client environment that may impact the Managed Patching services provided by Provider.
- n. Ensuring the communication services and equipment used to connect to the VENYU services are reliable. Client agrees to provide a technical environment for the required access to and use of the services. This environment must meet the standard system requirements as determined by VENYU from time to time.
- o. Ensuring Client's technical environment complies with the minimum requirements specified in the installation notes for the services provided to Client including, but not limited to bandwidth availability, system I/O and processor speed. VENYU shall have no obligation to provide any services to Client if Client has: (i) deleted or modified the services or the database tables or procedures created or maintained therein or (ii) failed to maintain the minimum technology standards required as noted in the installation notes of the Software.