A+ Animal Service Level Agreement (SLA) and Reasonable Use Policy (RUP)

DAG TECH LLC ("we," "us," "our," or "DAG TECH") provide this A+ Animal IT support plan Service Level Agreement ("SLA") to ensure its CLIENTS are fully informed of the scope and details of Services of its A+ Animal support plans.

By accessing or using the Service, the CLIENT consents to the terms and conditions described in this A+ Animal support plan SLA. Any capitalized terms not expressly defined herein shall have the meaning ascribed to the term in the Master Terms and Conditions for all DAG TECH Products and Services available at the Locations.

A+ Animal Service Level Agreement (Updated 2024-04-05):

- 1. <u>Services and Service Levels</u>. The Services are subject to the following service levels:
 - a. **Service Desk**. DAG TECH shall provide the CLIENT and its Users with a Service desk to address help requests in accordance with the following:
 - i. Scope. For any Service help requests, the CLIENT/User shall contact the Service Desk in the following manner:
 - 1. For helpdesk requests submitted to helpdesk@dagtech.com or telephoned in via phone numbers published at https://www.dagtech.com/it-service-locations/.
 - 2. Helpdesk response times, including MTTA, MTTI, MTTR, and accuracy requires CLIENT/User to provide submission via helpdesk.
 - 3. For alerts including; network monitoring, security monitoring, and technology monitoring.
 - ii. Priority Level Definition. The Services shall be categorized and addressed in accordance with the following Priority Levels:
 - 1. Urgent Critical services down, company data loss, urgent security response, time sensitive offboarding.
 - 2. High Non-critical services down, user data loss, security response, normal offboarding.
 - 3. Normal Resolutions, configuration modifications, services optimization, onboarding, standard maintenance.
 - 4. Low User preferences, user device optimization, low priority maintenance.
 - 5. These priority levels shall be determined by DAG TECH at its sole discretion.
 - iii. Acknowledgement Time (MTTA Mean-Time-to-Acknowledgement).
 - 1. Average acknowledgement time for any issues received by the Service Desk, calculated on a quarterly basis, shall be 15 minutes, calculated based on 95% fastest responses.
 - iv. Resolution Initiation Time (MTTRI Mean-Time-to-Resolution-Initiation).
 - 1. Urgent Priority For average initiation time for any urgent issues received by the IT Service Desk, calculated on a quarterly basis, DAG TECH shall use commercially reasonable efforts to initiate resolution within 15 minutes during "Business Hours", which shall mean 9am to 5pm local time, during Business Days (as defined below). If DAG TECH determines at its sole discretion that on-site presence is necessary, DAG TECH shall provide an on-site presence within 4 Business Hours or as scheduled.
 - 2. High Priority For average initiation time for any high priority issues received by the

IT Service Desk, calculated on a quarterly basis, DAG TECH shall use commercially reasonable efforts to initiate resolution within 30 minutes during Business Hours. If DAG TECH determines at its sole discretion that on-site presence is necessary, DAG TECH shall provide an on-site presence within 8 Business Hours or as scheduled.

- 3. Normal Priority For average initiation time for any normal priority issues received by the IT Service Desk, calculated on a quarterly basis, DAG TECH shall use commercially reasonable efforts to initiate resolution within 2 Business Hours. If DAG TECH determines at its sole discretion that on-site presence is necessary, DAG TECH shall provide an on-site presence within 3 Business Days which shall mean Monday through Friday except US public holidays or as scheduled.
- 4. Low Priority For average initiation time for any low priority issues received by the IT Service Desk, calculated on a quarterly basis, DAG TECH shall use commercially reasonable efforts to initiate resolution within 4 Business Hours. If DAG TECH determines at its sole discretion that on-site presence is necessary, DAG TECH shall provide an on-site presence within 5 Business Days or as scheduled.
- v. Resolution Time (MTTR Mean-Time-to-Resolution).
 - 1. Time to resolve issues is dependent on the nature of the issue and will be indicated in the Service Desk response or upon further investigation of the issue, but in all cases in accordance with commercially reasonable efforts.
 - 2. Resolution time shall vary by priority level with resolution of higher priority issues expedited at DAG TECH's sole discretion.

b. **Software Updates** under the Service shall:

- i. Be provided by Remote Management and Monitoring ("RMM") software, DAG TECH Blackjack, automatic updates, and manually performed maintenance.
- ii. Critical updates shall be deployed within 10 calendar days of release.
- iii. Non-critical updates shall be deployed within 30 calendar days of release.

c. IT Monitoring Software shall include:

- i. Network, vulnerability, cloud services, email, endpoint, domain name services, website and web certificate monitoring software shall be provisioned within 30 Business Days of service initiation.
- ii. Generated notifications shall be sent to DAG TECH Service Desk for review and response.
- d. **Backup Software** shall be maintained by DAG TECH in the following manner:
 - i. SaaS productivity suite data backup shall be provisioned within 30 calendar Business Days of service initiation.
 - ii. Data retrieval shall be initiated in accordance to stated priority response times, and are subject to data download speeds, availability of restorable resources, and logistics.
- e. **Documentation Software** shall be maintained by DAG TECH in the following manner:
 - i. IT documentation, technology inventory, and password management shall be provisioned within 30 calendar days of service initiation.

f. User Management Software (Onboarding & Offboarding)

i. DAG TECH Setsail shall be provisioned and available to use within 30 calendar days of Service initiation.

- ii. Any Services are only provided for Users present in Setsail.
- iii. New User Deployments (Onboarding) shall be processed as follows:
 - 1. Response times and accuracy requires CLIENT to provide notification via DAG TECH Setsail.
 - 2. CLIENT end-user cloud ("SaaS") services shall be available within 3 Business Days of immediate notification, or at a defined time with advance notification.
 - 3. Computer configurations shall be completed within 3 Business Days of access to required hardware.
 - 4. CLIENT shall be responsible for hardware costs, operating system and software costs, shipping costs, and packaging costs.
 - 5. CLIENT shall be responsible for physical unboxing and physical setup of the end-user hardware.
- iv. Existing User Terminations (Offboarding) shall be processed as follows:
 - 1. Response times and accuracy requires CLIENT to provide notification via DAG TECH Setsail.
 - CLIENT end-user cloud services and data access shall be terminated and/or redirected within 1 Business Day of immediate notification, or at a predefined time with advance Setsail notification.
 - 3. CLIENT desktop data shall be removed and/or redirected within 1 Business Day of immediate Setsail notification, or at a defined time with advance notification.
 - 4. CLIENT shall be responsible for reclaiming, physically cleaning, and acquiring packaging for end-user hardware.
 - 5. CLIENT may elect to have DAG TECH wipe and re-provision end-user hardware.
- g. **Procurement**. DAG TECH shall process CLIENT's procurement requests in the following manner:
 - i. DAG TECH shall initiate procurement requests to vendors within 2 Business Days.
 - ii. DAG TECH shall use commercially reasonable efforts to provide competitive pricing and expedited receipt of auxiliary technology materials.
 - iii. DAG TECH and CLIENT may negotiate standardized pricing issued via auxiliary Bill-of-Materials (BOM) or published on public or private custom estore.dagtech.com web pages.
 - iv. DAG TECH is not responsible nor obligated for fulfilling procurement requests.
 - v. DAG TECH is not responsible for direct warranty support or repair of procured technology materials.
- h. **Policies**. DAG TECH shall develop policies for the CLIENT in accordance with the following:
 - i. DAG TECH shall develop and electronically submit (6) "general good practice" ("GxP") policies, including Security Policy, Cybersecurity Policy, Business Continuity, Disaster Recovery Plan, Privacy Policy, and End-User Technology Policy, within 90 calendar days of service initiation.
 - ii. Customizations beyond GxP can be provided by the auxiliary DAG TECH CxO Program.
 - iii. Policies shall be updated and resubmitted electronically on a yearly basis.

- i. **Strategic Guidance**. DAG TECH shall provide the CLIENT with strategic guidance in the following manner:
 - i. DAG TECH State of The Technology reports shall be delivered electronically within 30 calendar days of the completion of each calendar quarter.
 - ii. Reports may contain recommendations and remediation requiring CLIENT participation and auxiliary project spending to improve scoring and security.
 - iii. Reports shall contain a recommended schedule and self-service links for Security Awareness Training and Technology E-Learning courses.
- j. **Technology Success Program**. DAG TECH shall run a Technology Success Program for the CLIENT, subject to the following:
 - i. Technology Success shall require CLIENT participation in recurring quarterly 30-minute review calls.
 - ii. Technology Success shall require CLIENT population of recurring quarterly Technology Success surveys.
 - iii. DAG TECH shall conduct internal processes to assure Technology Success.

2. Seat Management.

DAG TECH shall provide and charge the CLIENT the Fees for these Services in accordance with the following:

a. Seat Count

- i. Initial Seat count shall be determined at the time of CLIENT onboarding, by the CLIENT providing DAG TECH an accurate and comprehensive list of all Users for which the CLIENT intends to use the Services, which shall be imported to Setsail, or the CLIENT adding Users to Setsail directly.
- ii. All of the CLIENT's Users which use any combination of the Services must be assigned a Seat. Seat Fees shall not be reduced due to any combination of partial Services utilized by the User(s).
- iii. Part-time CLIENT Users must be assigned a Seat.
- iv. Users external to the CLIENT (i.e. agents, representatives, contractors, etc.) which utilize the CLIENT Services must also be assigned a Seat.
- v. Seats are not transferable amongst Users, and shall not be shared between the CLIENT Users, even in the case that shared CLIENT Master Accounts/Accounts are utilized.
- vi. The minimum Seat count for this Service that the CLIENT must subscribe to shall be 10. There is no maximum Seat count prescribed.

b. Seat Count Modification

- i. For onboarded Users, the CLIENT shall be charged the full Fees for the initial calendar month the User is onboarded, regardless of which day of that calendar month they were onboarded. Fees shall not be pro-rated. These additional Users' full calendar month's Fees shall be charged either immediately or added to the subsequent calendar month's charge, as per DAG TECH's discretion.
- ii. No refunds or pro-rated refunds shall be provided for Fees of any calendar month already paid for offboarded Users. For any Users that cannot be fully offboarded through no fault

of DAG TECH, the CLIENT shall be continued to be charged the corresponding Fees until offboarding can be completed.

c. Term Structure

- i. All Seats are pre-paid on a monthly basis, the first day of each calendar month.
- ii. In the event that the number of Seats to be provided under this Agreement, are subject to any volume discounts in the Fees, then such volume discount on the Fees can only be availed hereunder, if this Agreement is locked into a fixed minimum term (such minimum fixed term shall be as specified by DAG TECH in writing), where any termination by the CLIENT of this Agreement without cause, shall be subject to a termination for convenience fee, equivalent to the amount specified within the corresponding Purchase Order for these Services.
- iii. In the event that the CLIENT wishes for this Agreement term to remain monthly (with automatic renewal unless otherwise specified by written notice by either Party of its intention not to renew further), then the CLIENT shall not be entitled to any volume discounts for the number of Seats requested under this Agreement.

d. End-user Hardware Management

- i. DAG TECH will not be responsible to physically unbox and physically setup end user hardware devices at their point(s) of end user usage. In order for DAG TECH to remotely manage or troubleshoot the device, CLIENT must setup all device cabling, power connections, connect the device to the Internet, and run the DAG TECH remote management script.
- ii. In the event that DAG TECH takes possession or stores, and ships end user hardware from DAG TECH facilities, an extra per user onboarding fee equal to one seat for one month will be assessed. If end user hardware is stored at the CLIENT facility, CLIENT will be responsible to send hardware to end users, with no extra fee assessed.
- iii. In the event that DAG TECH receives end user hardware to DAG TECH facilities, an extra per user offboarding fee equal to one seat for one month will be assessed. If end user devices are to be stored at the CLIENT facility, CLIENT will be responsible to receive devices from end users, with no extra fee assessed.
- iv. DAG TECH can agree, at its sole discretion, to store CLIENT end-user hardware at DAG TECH facilities.
- v. CLIENT will provide their direct shipping account to DAG TECH. DAG TECH will not ship at their own expense and request reimbursement.
- vi. CLIENT will provide their direct e-cycle/disposal account to DAG TECH. DAG TECH will not e-cycle/disposal at their own expense and request reimbursement.
- vii. DAG TECH will not be responsible to provide shipping materials and/or cleaning supplies. DAG Tech will assess reimbursements if they elect to provide these services.
- viii. CLIENT will provide insurance for their devices and materials.

A+ Animal Reasonable Use Policy (Updated 2023-08-30):

DAG TECH, LLC ("we," "us," "our," or "DAGTECH") provides this Reasonable Use Policy ("RUP") to ensure its CLIENTS are fully informed of the intended and permissible uses of its A+ Animal Support Plans, or similar services. This RUP is designed to prevent abuse of DAG TECH's A+ Animal Support Plans, or similar services. This RUP applies to all DAG TECH A+ Animal Support Plans, or similar

Services, and is incorporated by reference into all of DAG TECH's A+ Animal SLA and Agreement, and/or similar agreements.

By accessing or using the Service, the CLIENT consents to the usage practices described in this RUP. Please note that certain features or services referenced in this RUP may not be offered on the Service at all times. Please further note, that any capitalized terms not defined herein, shall have the meaning ascribed to it in the Master Terms and Conditions for all DAG TECH Products and Services available at the Locations.

DAG TECH's A+ Animal Support Plans and similar Services are limited to normal, reasonable use consistent with types and levels of usage by a typical subscriber CLIENT. DAG TECH reserves the right to prevent or stop any use of our A+ Animal Support Plans or similar Services that appears to DAG TECH, at its sole discretion, to be abusive and/or in violation of this RUP ("Unreasonable Use").

The following is a non-exhaustive list of practices that shall constitute Unreasonable Use:

- · Use of DAG TECH A+ Animal Support Plans and similar Services for any unlawful purpose, including, but not limited to: any usage that encourages conduct that would constitute a criminal offense, give rise to civil liability, or violate any applicable law;
- · Usage of the Service, SaaS, and/or Locations that is unduly burdensome;
- · Usage of the Service, SaaS, and/or Locations in excess of usage metrics;
- Usage of the Service, SaaS, and/or Locations that circumvents restrictions imposed by DAG TECH's A+ Animal Support Plans or similar Services;
- · Usage of the Service, SaaS, and/or Locations that violates reasonable use limits for specific A+ Animal or similar Services in accordance with the below Reasonable Use Table or as otherwise determined by DAG TECH at its sole discretion; and
- · Any other usage of the Service, SaaS, and/or Locations that DAG TECH determines to be unreasonable.

Other usage of the Service, SaaS, and/or Locations may be relevant in determining Unreasonable Use and DAG TECH reserves the right to consider any unlawful, prohibited, abnormal, unusual, or excessive activity when it determines Unreasonable Use.

DAG TECH may, at its sole discretion, terminate or suspend its relationship with a CLIENT (and/or any Users/Seats under such CLIENT's Master Account), the CLIENT's Master Account, and the CLIENT's use of any DAG TECH A+ Animal Support Plan or similar Services, if it determines the CLIENT is engaged in Unreasonable Use.

REASONABLE USE TABLE

CATEGORY	REASONABLE USE LIMIT	EXAMPLES OF UNREASONABLE USE AND THEREFORE NOT COVERED BY THE A+ ANIMAL SERVICE LEVEL AGREEMENT
Access Control Reconfiguration	Voluntary changes that impact user access to networks, applications, or services will not be covered.	Implementing 802.1X; Implementing Single Sign On (SSO) or Multi-Factor Authentication (MFA)
Cloud Services	Cloud service inventory must be available through automated inventory management systems.	Manually inventorying of cloud services or systems
E-Learning	User training for software, systems, or services is limited to vendor training materials.	End-user training sessions Custom courses
End User Device Support	Maximum three (3) endpoints per supported user (e.g. two computers, one smartphone).	End-user has more than three devices
EOL Support	Legacy systems or systems that are out of official support from the vendor (end-of-life) will not be covered.	Support servers running Windows Server 2003, which ended extended support from Microsoft in July 2015.

Ethernet Infrastructure Issues	Troubleshooting, toning, tagging of structured cabling must be performed by a third-party specialist.	Toning faulty cabling; tracing structured cabling
Hardware Repair	Hardware repairs must be performed by manufacturer or an authorized third-party.	Hard drive replacement on user's workstation; Screen replacement on smartphone
Internet and Cloud Service Outages and Down Time.	System outages will be the sole responsibility of the service provider.	
Inventory	Hardware and software inventory must be available through RMM tools.	Manually inventorying fleet of hardware or software assets
Maintenance	Operating System and application updates are limited to security and feature patches only. Software patching must be performed via Windows Update or third-party management tool except during initial system setups.	Operating System version upgrades Manually patching software across fleet
Migrations	Migrations, integrations, or bulk data moves are not covered.	Migrate from Exchange to Office365; Extend on-premise ActiveDirectory to hybrid cloud

Network Topology Changes	Network topology changes may only be made due to, and in the course of, troubleshooting or issue resolution, at engineer's discretion.	Re-addressing IP network; Re- engineering VLANs
Remote, WFA, and Home networks	Resolution of issues stemming from users' local networks will not be covered.	Fixing users' home or hotel internet connections
Software Defects	Software bugs or defects will be the sole responsibility of the software vendor.	Request to fix an application that is crashing due to software defect.
User Devices Upgrades	Manual installation, uninstallation, version upgrades, or configuration for hardware or applications may not exceed 5% (or 3 users) of fleet, whichever is higher, within one month period. Maximum 5% of fleet (or 3 users), which number is higher, may be replaced, upgraded, refreshed, or decommissioned within a one-month period.	Manually installing software on fleet; Manually re-configuring application on fleet. Fleet upgrades/refreshes of more systems in a single month. DAG TECH may, at its sole discretion, determine that reasonable use limits permit