



Strategy | Technology | Results

## DATA CENTER AND HOSTING SERVICES ADDENDUM TO THE MASTER SERVICES AGREEMENT

November 17, 2016 Revision

This Data Center and Hosting Services Addendum can be found at  
<https://www.thinksis.com/legal>

---

This DATA CENTER AND HOSTING SERVICES ADDENDUM (“Addendum”) is entered into by and between Software Information Systems, LLC, 165 Barr Street, Lexington Kentucky 40507-1321 (“SIS”) and Customer. This Agreement is accepted by the Customer and effective upon Customer’s issuance of a purchase order or signed Statement of Work (“SOW”).

The following additional terms and conditions apply to data center and hosting services (the “Services”) at an SIS hosting facility (the “Facility”).

- 1. Data Safeguard and Backup of Data.** SIS shall maintain commercially reasonable practices to safeguard the security, confidentiality and integrity of customer data (referred to in this Section as “Data”). Customer shall encrypt any and all Data that is considered sensitive or must be treated confidential under state, federal law, compliance standards or regulations, or other contractual obligations. Data encryption is the responsibility of the Customer unless additional Services are defined between SIS and Customer. SIS shall not provide Data backup or Disaster Recovery services unless Customer has contracted for such Services in the applicable SOW. SIS does not require access to Customer Data outside of the limited provisions of such Services. In addition, Customer is encouraged to establish its own contingency plan to address restoration of its systems, applications and data that are not within SIS’ scope of responsibility.

Where SIS stores Data on behalf of Customer, SIS shall comply with United States data privacy and protection laws as applicable, including federal, state and local laws. Customer must notify SIS if Data must be stored or transferred outside of the United States or must meet certain international privacy regulations. SIS will not access or disclose Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with the law or a government issued warrant. Unless it would violate the law or a government issued warrant, SIS will provide notification to Customer of any formal, legal requests to provide Customer Data. For additional information regarding SIS’ data privacy practices go to: <https://www.thinksis.com/privacy-policy>.

- 2. Customer Security.** Customer agrees to use commercially reasonable security precautions in connection with its use of Services. It is the responsibility of Customer to protect the components of the environment related to Services not under the direct control of SIS, generally, to include, but not limited to, customer-assigned accounts, the virtual operating system, applications and related Data unless other Services are established in agreements between SIS and Customer. Accountability of complying with regulations or standards is the responsibility of the Customer, and as such, the Customer is responsible for ensuring Services adequately support Customer requirements.
- 3. Equipment and Software.** SIS uses certain equipment that it owns or leases to render the Services, including but not limited to server, storage and network hardware (“SIS Equipment”). SIS retains all right, title, and interest in and to the SIS Equipment. In specific cases, agreed to by both parties, Customer may be required to provide some or all of the equipment or software (“Required Customer Equipment”) to be used in connection with the Services. Customer retains all right, title, and interest in and to the Required Customer Equipment. All installation of the Required Customer Equipment shall be performed by SIS personnel and the costs, if applicable, of such installation shall be paid by Customer. Customer represents and warrants that it owns, or has the authority to use, and is entitled to grant SIS the right to use, all Required Customer Equipment, and that all Required Customer Equipment will be in good condition and proper working order. Customer represents and warrants that it holds a valid and legal software license for all software provided by Customer, and grants or passes through to SIS the right and authority to use any such software as needed to provide the Services pursuant to the terms of this Agreement.

Required equipment and/or software supplied by the Customer and/or provided by SIS and set forth in the applicable SOW as dedicated to the Services delivered to Customer will not be shared by other customers (“Dedicated Infrastructure”); however, equipment provided by SIS as part of any managed offering and/or software



Strategy | Technology | Results

used to provide Services to the Customer are the property of SIS and may be used as part of a shared infrastructure to provide services to other customers.

SIS may change, update, upgrade and/or modify the network, server, storage and infrastructure (including, without limitation, cabinets, rack(s), PDU's, wiring, power, cooling, space, and internet) used to provide the Services (collectively, the "Customer Environment") during scheduled maintenance; provided, however, that any such changes do not adversely affect the function or performance of the Services.

If Customer makes changes to equipment, equipment configuration files, and/or environmental configuration files without the prior written agreement or direction of SIS and said changes cause material adverse results in operation, performance, and/or system failure, SIS shall be released from any and all SLO performance measurements. In addition, to the extent that Customer made any such changes without SIS's prior agreement or direction that caused material adverse results in operation, performance, and/or system failure, Customer agrees to pay SIS's Prevailing Rates for professional services, in accordance with Sections 3 and 4, and/or applicable third party fees for activities related to the resolution of said changes.

- 4. Customer Property.** Customer shall, within thirty (30) days from the termination of this Agreement, be responsible for the removal of its equipment, software and all other property from the Facility at Customer's sole cost and expense.
- 5. Transition Assistance.** Upon any termination of this Agreement or any SOW, regardless of the reason for such termination, SIS shall cooperate in good faith with Customer to assist Customer and provide for the orderly transition to a new or replacement system (the "Transition Services"). Such Transition Services will, upon Customer's request be available at SIS' Prevailing Rates to the Customer, (i) promptly developing with Customer and its new service provider a transition plan setting forth the respective tasks and timetable to be performed by each party, (ii) backing up the system and database, (iii) making available all necessary and appropriate tapes or other electronic or digital media with appropriate content, data and data library listings, system tables, images and system configurations, and (iv) providing any and all other reasonable assistance to Customer. In the event that SIS terminates this Agreement or any SOW, or upon the expiration of this Agreement or any SOW, then Customer shall pay SIS for the Transition Services at SIS's Prevailing Rates for professional services, based on a mutually agreed upon estimate of such costs provided by SIS upon request of Customer. In the event that this Agreement is terminated by Customer for breach, then the Transition Services shall be provided by SIS for up to 30 days at no additional cost to Customer as long as the Transition Services are executed within 30 days of the termination of the contract.
- 6. Cost Increases.** In the event of any change in applicable law, regulation, third party price increases (i.e., software license, operating system, etc.) rule, or order or any other change that materially increases the costs or other terms of delivery of products and services under this Agreement, including but not limited to electrical rate increases, SIS and Customer agree to negotiate regarding the rates to be charged to Customer to reflect such increased cost. In the event that the parties are unable to reach an agreement regarding new rates within thirty (30) days after SIS's delivery of written notice requesting negotiation, then SIS may pass such increased costs through to the Customer. Customer may terminate the specific product or service in question or all services without termination penalty upon sixty (60) days prior written notice, so long as such notice is given within ninety (90) days of the first invoice reflecting the pass through of such increased costs. The Customer's monthly recurring charges will not increase during the sixty (60) day notification period should they decide to terminate services.
- 7. Auditing Rights.** Customer or Customer's representative may audit within reason, at the Customer's expense, no more than once per calendar year upon at least thirty (30) days' notice to SIS and during regular business hours, Customer's data and SIS books, records and facilities in relation to Services being provided to Customer pursuant to this Agreement. Where Customer requires SIS to participate in extended audits or provide multiple resources that impede primary duties, SIS may charge additional fees to Customer with proper notification and approval from Customer.  
Access and requests for information will not compromise the confidentiality of SIS, its data or that of other SIS Customers. Any third party representative shall be required to sign a confidentiality or non-disclosure agreement containing customary and reasonable terms to ensure non-disclosure of Confidential Information. Such audits must be non-disruptive to SIS normal business operations.
- 8. SIS participates in an annual third party assessment for the SSAE 16 SOCII Trust Principles, Security & Availability.** Upon Customer's written request, SIS shall make available to Customer its most recently received SSAE 16 Report no more frequently than once per calendar year. Customer shall treat such reports as SIS Confidential Information



Strategy | Technology | Results

under this Agreement. SIS does not warrant or represent that it meets specific compliance standards or regulations. Customer shall perform the necessary due diligence to review SIS' Services and practices to ensure it meets Customer compliance requirements.

- 9. Acceptable Use Policy ("AUP").** Customer agrees to comply with SIS's Acceptable Use Policy found at <https://www.thinksis.com/legal> which may be amended, modified, or updated from time to time.