



## mCare Managed IT Services Addendum

Updated November 25, 2024

This mCare Managed IT Services Addendum (this “Addendum”) amends and modifies the Master Terms and Conditions (the “Agreement”), by and between Mirador IT and You, the Company, Business, Organization, Individual and/or Individuals identified as the “Client.” It shall be effective upon the date specified in the Service Document that references both the Agreement and this Addendum. This Addendum incorporates by reference the definitions and terms as outlined in the Agreement.

Your approval of the Service Document constitutes acceptance of this Addendum and the terms herein. For full details of the terms and conditions that apply to our provision of Products and Services, please refer to the Agreement, available at <http://miradorit.com/resources>.

In case of conflict between this Addendum and the Agreement, the provisions of this Addendum shall prevail, as per Paragraphs 19 and 22 of the Agreement regarding conflicts and dispute resolution.

We encourage you to review the Agreement and this Addendum carefully and retain a copy for your records, as they govern all aspects of the provision of Managed IT Services to you.

The most current version of this Addendum, along with all referenced documents, is available at <http://miradorit.com/resources>.

### 1. Managed IT Service Plan.

- a. Under this Addendum, Client is subscribing to one or more services collectively referred to as an mCare Managed IT Services Plan (“Service Plan”), as detailed in the Service Document(s).
- b. Each Service Plan is built upon the successful installation and configuration of technologies used by Mirador IT to monitor, maintain, and secure critical technology systems, tailored to meet the Client's specific needs.
- c. Service Plans comprise various Products and Services as outlined in Section 3.

### 2. Payment Terms and Fees.

- a. Client shall pay the setup fee (if any) and the first recurring service fee upon execution of the Service Document referring to this Addendum. Thereafter, each recurring service fee shall be due on the 1<sup>st</sup> day of each month or year, depending on the Service Plan and as shown in the Service Document.
- b. Services are subject to suspension if payment is not received within 30 days following date due.
- c. Mirador IT will regularly review your IT infrastructure, monitoring changes such as the addition or removal of users, workstations, servers, and locations (“Units”). Adjustments to the counts of these Units will be made as needed. Client may submit requests to modify the number of Units through

our standard Service Request process. All invoicing will be based on the current counts at the rates specified in the Service Document. Changes in Unit counts will be automatically updated and reflected on the Client's next recurring Service Plan invoice.

### 3. mCare Standard Services.

This section defines the standard Services delivered as part of the mCare Service Plan to which the Client has subscribed:

- a. The provision of these services is contingent upon the Service Plan chosen by the Client, which determines the billing structure and scope of the services included. Details of our standard Service Plans are outlined below.
  - *mCare Essentials*: Includes remote monitoring, basic system management (including performance optimization, OS, and software patching), alerting, and triage not to exceed 15 minutes. All effort beyond this is billable and we will seek your approval to continue unless consent is granted in advance. However, for high priority situations (e.g., server or site offline, or possible cyber security incident), we may take immediate actions to remedy the problems with the understanding of "implied consent."
  - *mCare Pro*: Covers services delivered remotely; onsite efforts are billable.
  - *mCare VIP*: Comprehensive plan covering most remote and onsite services.
- b. **Remote Monitoring.** Remotely monitor the health and availability of covered devices and systems. Mirador IT shall review daily status reports for monitored systems, receive alerts when conditions are found to be outside of normal operating ranges, and take appropriate actions to investigate and resolve questionable observations and unexpected conditions.

Non-PC devices (e.g. printers) must support the Simple Network Management Protocol (SNMP) or Windows Management Instrumentation (WMI) for our systems to monitor them. Unmanaged devices cannot be monitored or maintained.

- c. **Routine Maintenance.** Maintain covered devices and systems by performing tasks to optimize system resources (e.g., removing temp files, defragmenting hard disks, etc.).

Routine Maintenance also includes remediation of problems reported by the Remote Monitoring system or uncovered during routine maintenance activities. Mirador IT shall make every attempt to rectify the condition in a timely manner.

- d. **Patch Monitoring & Management.** Monitor and deploy operating system patches for covered systems. This includes servers, desktop workstations, and laptop/notebook computers. Also monitor and deploy patches for Microsoft Office applications, Microsoft server-based applications, and certain 3<sup>rd</sup>-party programs.
- e. **Endpoint Protection.** This service utilizes advanced software tools to protect the Client's PCs and servers from security threats. This offering includes Managed Detection and Response (MDR),

leveraging a third-party 24/7 Security Operations Center (SOC) to continuously monitor and identify malicious activities.

Endpoint Protection does not include remediation of issues related to malware infections or breaches in security.

- f. Server Administration & Management: We will maintain and manage Client's server environments, providing ongoing monitoring and support. This includes ensuring servers are optimized, secure, and operate efficiently, adhering to best practices in server management.
- g. Server Backup: Mirador IT will operate a system to protect data stored on Clients' servers, including, but not limited to, databases, applications, and server-based file systems.
- h. Microsoft 365 Tenant Administration & Management. We will maintain Client's Microsoft 365 tenant account and provide on-going training, and support.
- i. Microsoft 365 Backup. Mirador IT will operate a system to protect Client's data stored in Microsoft 365 including, but not limited to, email, contacts, OneDrive, Teams, & SharePoint.
- j. Microsoft 365 Malicious Activity Monitoring: This service leverages a third-party 24/7 Security Operations Center (SOC) to monitor and identify malicious activities within your Microsoft 365 environment.
- k. Password Manager: This service provides two courtesy seats to our Password Management system clients for secure storage and sharing of IT passwords and other sensitive information. Additional seats are available for purchase if needed.
- l. Security Awareness Training: Upon client request, Mirador IT will operate a Security Awareness Training program designed to educate employees on cybersecurity best practices and help prevent security breaches.
- m. IT Management and System Administration. Maintain documentation, manage settings and configurations, manage asset tracking, and coordinate vendor management.
- n. Client Remote Access. Provide employees authorized by Client with a secure means of remotely accessing designated computers.
- o. Help Desk & Tech Support. Subject to the terms of the specific Service Plan selected by the Client (as outlined in paragraph a above), Mirador IT shall provide users with technical assistance and remediation of issues with computer systems, software applications, peripheral equipment, cloud platforms, and mobile devices covered by this Addendum. These services include support delivered remotely or on-site, and are related to the maintenance and support for:
  - Computer hardware
  - Computer operating systems
  - Applications/programs included in the operating system

- Microsoft Office products and applications including Microsoft 365
- Software tools required to fulfill our obligations under this Addendum (e.g., monitoring agents, endpoint protection software, etc.)
- Approved 3rd-party products and services

Help desk and technical support services are intended to assist users in resolving specific issues with existing hardware, software, and other systems.

- p. Cybersecurity Policy Development: Upon client request, Mirador IT will provide support in developing and formalizing cybersecurity policies tailored to Client's specific needs.

#### 4. mCare Add-On Services.

This section defines add-on Services that may be included as part of the mCare Service Plan to which the Client has subscribed. Client should note that some add-on services may have their own third-party terms and conditions as described in Section 8, "Third-Party Agreements and Terms," of the Master Terms and Conditions Agreement. Third-party agreements may have their own commitment periods and terms and may not align with the terms of our agreement.

- a. **Managed Firewall.** If included, Mirador IT shall provide and maintain a managed security appliance and associated 3<sup>rd</sup>-party vendor services and support (aka "mCare Managed Firewall"). This service endeavors to thwart unwanted and malicious traffic from entering or leaving the firewall. Specifically, the service provides the Client with a firewall solution, configuration, installation, administration, monitoring, reporting, and support.
- b. **Managed Backup & Recovery Appliance.** If included, Mirador IT will employ a system to automatically create and maintain image backups of designated servers at a secure, off-site data center.
- c. **Other Managed Hardware.** Mirador IT shall, at its discretion, provide and maintain certain Managed Hardware to improve the manageability and reliability of Client's IT network. Managed hardware may include Ethernet switches, wireless access points, battery backup units, environmental monitoring devices, network management and monitoring devices, etc.
- d. **Endpoint Backup for PCs.** If included, Mirador IT will employ a system to automatically create and maintain a backup of designated PCs at a secure, off-site data center.
- e. **Microsoft 365 Subscription Services.** Mirador IT will provide the designated number and type of Microsoft 365 licenses in accordance with Microsoft's published retail pricing.
- f. **Other Third-Party Subscription Services.** Includes recurring subscriptions for Adobe Acrobat, eFax, and others, in accordance with published pricing offered by each vendor.

## 5. Service Delivery.

- a. Services covered in this Addendum shall be performed on-site or remotely at Mirador IT's discretion.
- b. To provide services specified in this Addendum, Mirador IT may install remote monitoring and management hardware and software on Client's network, servers, desktop computers, laptops, and possibly other equipment covered by this Addendum. Client grants permission to Mirador IT to install remote monitoring and management hardware and software deemed necessary by Mirador IT.
- c. For clients with an mCare Pro or mCare VIP service plan, Mirador IT guarantees response times as outlined in our Service Request Priority Levels document, which may be viewed at <https://miradorit.com/resources>.

## 6. Baseline Technology Standards.

For Client's existing environment to qualify for Services, hardware, software, and other IT systems must be listed in our Baseline Technology Standards, available at <https://miradorit.com/resources>.

Additionally, the following requirements must be met:

- a. All servers must not be running an operating system that is in an End-of-Life (EOL) state and have all the latest OS service packs and critical updates installed.
- b. All desktop PC's and notebooks/laptops must not be running an operating system that is in an End-of-Life (EOL) state and have all the latest OS service packs and critical updates installed.
- c. All software must be genuine, licensed and vendor supported.
- d. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
- e. Client agrees to follow technology best practices as advised by Mirador IT, including prescribed cybersecurity precautions.

## 7. Limitation of Liability.

- a. Mirador IT makes no express or implied warranties with respect to any of the services provided, including but not limited to implied warranties of merchantability and/or fitness for a particular purpose.
- b. Because it is impossible to guarantee 100% accuracy, functionality, and reliability of 3<sup>rd</sup>-party software used for remote monitoring, backup, endpoint protection, SPAM filtering, patch management, the parties understand and agree that Mirador IT will not be liable to Client for any damages, in whatever form they may take, suffered by Client because of the failure of any software and/or hardware used by Mirador IT to provide the Services.

- c. Mirador IT makes no express or implied warranties with respect to Malware Protection services, including but not limited to implied warranties of merchantability and/or fitness for a particular purpose.
- d. Because it is impossible to guarantee security against all potential computer malware and cybersecurity threats, including those currently in existence and those yet to be invented, and because it is impossible to foresee every potential threat invented in the future will take, the parties understand and agree that Mirador IT will not be liable to Client for any damages, in whatever form they may take, suffered by Client because of a computer virus or cybersecurity event.

## 8. Exclusions.

It is the intent of this Addendum to provide routine monitoring, maintenance, security, and support services for covered systems and equipment defined in this Addendum. Upgrades, additions, major changes, and special projects are routine activities and are not included in the scope of this Addendum. Additionally, services rendered under this Addendum do not include:

- a. Initial setup and configuration of new hardware, software, and systems.
- b. Any other assistance required for new hardware, software, and systems.
- c. Endpoint protection and other cybersecurity-related services, and network infrastructure monitoring and management (firewalls, routers, switching, VPNs, and Wi-Fi APs) provided by 3rd parties.
- d. Hardware and software systems not made known to Mirador IT.
- e. Parts, equipment, or software not covered by vendor/manufacturer warranty or support.
- f. The cost of any parts, equipment, or shipping charges not specified in this Addendum.
- g. The cost of any Software, Licensing, Subscription, Maintenance Renewal, Support Renewal or Upgrade Fees not specified in this Addendum.
- h. The cost of any 3<sup>rd</sup>-party vendor or manufacturer support or incident fees of any kind.
- i. The cost to bring Client's environment up to minimum standards required for Service Compliance.
- j. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- k. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Mirador IT. This includes alterations, software installations or modifications of equipment made by Client's employees or anyone other than Mirador IT.
- l. Maintenance of application software packages, whether acquired from Mirador IT or any other source unless stated.

- m. Remediation of issues related to malware infections are not covered by this agreement if such infections are the result of inappropriate or negligent user actions. Such actions include intentionally browsing web sites related to pornography, gambling, drugs, games, music, and file sharing sites, as well as opening emails and/or included links and Addendums from untrusted or unknown senders.

#### **9. 3rd-Party Hardware and Software.**

- a. Mirador IT will make a best reasonable effort to repair and or provide support for covered 3rd-party hardware and software, provided that currently active vendor support contracts are maintained, and all software is genuine, currently licensed and vendor supported.
- b. Any hardware or systems that fail to meet these provisions will be excluded from this Addendum.
- c. Should 3<sup>rd</sup>-party vendor support charges be required to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.
- d. Mirador IT will not be liable for any hardware or software that does not perform to expectations.

#### **10. Hardware-as-a-Service (HaaS).**

Mirador IT may under the terms of this Addendum, provide loaned or rental hardware-as-a-service (aka HaaS) and/or equipment ("Hardware").

- a. Client acknowledges and agrees that all Hardware provided shall remain the property of Mirador IT, unless otherwise provided in writing.
- b. Client shall, at its expense, protect and defend title of Mirador IT. Client agrees at all times to keep such property free and clear from all liens, encumbrances and charges or other judicial process, to give Mirador IT immediate written notice thereof and to indemnify and save Mirador IT harmless from any loss or damage caused thereby. The property shall remain personal property even though installed in or attached to real property.
- c. No invoice issued at any time shall operate to pass title of such property to Client.
- d. Client shall use the Hardware in a careful manner and shall comply with all laws relating to its possession, use and maintenance.
- e. Client will not make (and will not permit any third party to make) any modifications or improvements to the Hardware without Mirador IT's prior written consent. All parts, modifications and improvements to the Hardware when installed or made, immediately become the property of Mirador IT and part of the Hardware for all purposes. Client will not (nor permit any third party to) relocate the Hardware without the prior written consent of Mirador IT, which Mirador IT will not unreasonably withhold.
- f. Upon the expiration of this Addendum, Client shall cause, at Client's sole expense, the Hardware to be returned to Mirador IT in good repair, ordinary wear and tear resulting from proper use thereof

alone excepted, by delivering it to us. If for any reason Mirador IT does not receive the Hardware immediately upon the termination or any expiration of the Addendum and there is no renewal hereunder, Client agrees to pay to Mirador IT the replacement cost of such Hardware at full retail price.

**11. Nature of This Addendum.** This Addendum is intended to supplement and/or modify the Agreement already established between Mirador IT and Client. Any services provided outside the scope of this Addendum will be in accordance with the terms, conditions, and rates stated in the Agreement and/or Service Document.

*### End of Addendum ###*