

SPARTA SERVICES

Managed Intelligence Provider

Service Attachment for Managed Service

Effective Date
July 24, 2026

Document Version
Version 1.0.0

This Service Attachment supersedes and replaces all prior versions.

This Service Attachment for Managed Services (this **Service Attachment**) is entered into between Sparta Services LLC, a Washington limited liability company ("**Provider**", "we," "us," or "our"), and the Client identified on the applicable Order ("**Client**", "you," or "your"). This Service Attachment, together with the Order, the Master Services Agreement between Provider and Client (the "**MSA**"), the Service Level Objectives, and any other applicable Agreement Documents, forms part of the Agreement between the parties and sets forth additional terms specific to the delivery of Managed Services. Capitalized terms used but not defined in this Service Attachment have the meanings given to them in the MSA.

1. Scope of Services

Provider will deliver only the managed information technology services identified in the Services section of the applicable Order (the "Managed Services"). Managed Services may include, without limitation, help desk support, endpoint and server monitoring and management, patch management, network administration, and such other services as the parties may agree in an Order. Additional services may be added only by execution of a new or amended Order describing those services.

2. Support Services

2.1 Help Desk Support

Help desk support is available **24 hours a day, 7 days a week**.

2.2 On-Site Support

Provider's practice is to deliver support remotely whenever reasonably possible. On-site support will be provided once Provider determines, in its reasonable judgment, that a matter cannot be resolved remotely typically because the issue involves hardware or network connectivity. On-site support may incur additional charges as set forth in the applicable Order.

2.3 Response and Resolution Targets

Provider's response and resolution targets for supported incidents and service requests, and the applicable availability commitment for covered network and ticketing services, are set forth in the Service Level Objectives, which are incorporated into this Service Attachment by reference. As stated in the Service Level Objectives, stated response and resolution times represent a service goal and not a guarantee, and Provider's ability to resolve a reported issue may depend on information or cooperation from Client or from third parties outside Provider's control.

3. License to Provider Materials

3.1 Grant

Provider grants Client a limited, non-exclusive, non-transferable right to access and use the Managed Services and any related Provider-owned software, tools, documentation, and systems used to deliver the Managed Services (collectively, "Provider Materials"), solely for Client's internal business purposes during the term of the applicable Order. Provider retains all right, title, and interest in and to the Provider Materials and all associated intellectual property rights.

3.2 Restrictions

Client shall not, and shall not permit any third party to: (a) modify, copy, or create derivative works based on the Provider Materials; (b) distribute, sell, rent, lease, or otherwise make the Provider Materials available to any third party, or use them for the benefit of a third party; (c) reverse engineer, decompile, or disassemble the Provider Materials, except to the extent applicable law prohibits this restriction; or (d) remove, modify, or obscure any proprietary rights notice contained in the Provider Materials.

4. Third-Party Services

Certain components of the Managed Services may be provided through or licensed from third-party vendors ("Third-Party Service Providers"). Except as otherwise specified in the Schedule of Third-Party Services posted at Provider's Legal Center, Provider will serve as Client's primary point of contact for support related to the Managed Services, including components sourced from Third-Party Service Providers. Client acknowledges that any Third-Party Service Provider component is warranted, if at all, solely by that Third-Party Service Provider under its own agreement, and that Provider makes no independent warranty with respect to third-party components.

5. Credentials and Access

5.1 Network Administrative Credentials

During the term of the Managed Services, Provider will maintain the network administrative credentials reasonably necessary to deliver the Managed Services. Provider will not release network administrative credentials to Client or to any third party without a signed release acceptable to Provider, except as provided in Section 13 (Term and Termination) below, and provided Client is current on all undisputed amounts owed to Provider.

5.2 User Credentials

Individual user credentials to Client systems and applications remain Client's property, and Provider will not withhold them from Client.

5.3 Provider Tooling Credentials

Credentials to Provider's internal service-delivery tools (for example, remote monitoring and management platforms, security agents, and ticketing systems) are Provider's property and will not be released to Client at any time.

6. Client Environment and Minimum Standards

Client represents and warrants that its environment meets, or will be upgraded to meet, the following minimum standards required for delivery of the Managed Services (the “Minimum Standards”):

- Servers, desktops, and laptops in the covered environment run a supported, currently patched operating system;
- Server and desktop software in the covered environment is genuine, licensed, and vendor-supported;
- Provider has and maintains administrative credentials to the covered network as described in Section 5;
- A currently licensed, vendor-supported hardware firewall separates the internal network from the internet; and
- Any additional Minimum Standards specified in the applicable Order (for example, for regulated environments) are met.

Costs required to bring Client's environment up to the Minimum Standards are not included in the Managed Services fees. If Client's environment fails to satisfy the Minimum Standards at any time during the term, Provider may suspend delivery of the affected Managed Services, or terminate this Service Attachment as to the affected Managed Services, upon 5 business days' advance written notice.

7. Additional Client Obligations

In addition to Client's obligations elsewhere in the Agreement, Client shall: maintain manufacturer warranty or support coverage for Client-owned equipment where reasonably feasible; cooperate with Provider's reasonable requests to perform simple on-site tasks (for example, powering down or rebooting a device); notify Provider in advance of any significant proposed change to the covered network as described in Section 8; and refrain from authorizing server upgrades or repairs to the covered environment without first notifying Provider.

8. Network Change Coordination

Client will notify Provider by email of significant proposed changes to Client's network and will give Provider a reasonable opportunity to comment before the change is made. Evaluation of a proposed change that requires material research, design, or testing by Provider is outside the scope of the standard Managed Services and will be billed on a time-and-materials basis at Provider's then-current rates.

9. Exclusions And Out-Of-Scope Services

Provider is not responsible for a failure to deliver Managed Services to the extent caused by any of the following, and the following are excluded from the scope of the Managed Services unless separately scoped in an Order:

- Hardware, equipment, or software that is not covered by a current manufacturer warranty or support contract;
- Alterations or modifications to the covered environment made by anyone other than Provider without Provider's authorization;
- Network changes made without Provider's knowledge or approval as described in Section 8;
- Loss of internet connectivity at a Client location;
- Criminal acts of third parties, including ransomware, phishing, or other malicious activity directed at Client's environment;
- Custom software or web development, and programming modifications to existing software;
- Training services of any kind, unless expressly included in an Order;
- Equipment refreshes, office relocations, or new satellite-office setup; and
- Management of, or involvement in, disputes between Client and a third-party vendor, other than issues relating to Provider's technical services.

Provider will assist Client in the hours immediately following a suspected data-security incident to help identify a likely source and begin an initial response. Assistance beyond the first twenty-four (24) hours following such an incident — including breach-notification planning, in-depth forensic examination, and significant post-incident system reconfiguration — is outside the scope of this Service Attachment and will be quoted in a separate Order. For the avoidance of doubt, Provider's acknowledgment of or response to a security incident within the response targets stated in the Service Level Objectives does not constitute an assumption of liability for the incident itself, which remains excluded under this Section, and does not obligate Provider to perform breach remediation beyond the initial response described above except as separately scoped in an Order.

10. Provider Obligations

10.1 Data Security and Privacy

Provider will not use, edit, or disclose to any party other than Client any electronic data or information stored or transmitted using the Managed Services ("Client Data"), except as necessary to deliver the Managed Services or as required by law. Client Data is Client's Confidential Information under the MSA. Provider will maintain reasonable security measures for Client Data under its direct control, consistent with the confidentiality obligations of the MSA.

10.2 Maintenance Windows

Routine maintenance and upgrades to systems supporting the Managed Services will occur during scheduled maintenance windows communicated to Client in advance where practicable, during which affected systems may be temporarily unavailable or non-responsive.

11. Warranty

Provider warrants that it will perform the Managed Services in a professional and workmanlike manner consistent with then-current industry practice. Except as expressly stated in this Service Attachment, the Service Level Objectives, or the MSA, Provider disclaims all other warranties regarding the Managed Services, including any warranty that the Managed Services will be uninterrupted or error-free, consistent with Section 5 (Representations & Warranties) of the MSA.

12. Service Fees

12.1 Onboarding Fee

Provider may charge an onboarding fee to deploy and configure the Managed Services, in the amount set forth in the applicable Order. Provider has no obligation to begin delivering the Managed Services until it receives payment of the onboarding fee, if any.

12.2 Adjustments for Growth

If the number of Users or Devices covered under an Order increases during its term beyond the number previously ordered, Provider may adjust the associated Service Fees to reflect the increase, consistent with Section 3 (Payment) of the MSA. "User" means an employee, consultant, contractor, or agent of Client authorized to use the Managed Services. "Device" means any covered computer, server, or other equipment, whether owned by Client or provided by Provider, that is supported under the Managed Services.

13. Term And Termination

This Service Attachment is effective as of the Service Start Date specified in the applicable Order and remains in effect for the term specified in that Order, subject to the termination provisions of the MSA. In addition to those provisions, and provided Client is current on all undisputed Fees, termination fees, and third-party service fees due under this Service Attachment:

- Upon termination for any reason, Provider will assist Client with an orderly transition of the Managed Services, billed at Provider's then-current rates, and will release the network administrative credentials described in Section 5.1 within ten (10) business days after the effective date of termination, provided Client is current on all undisputed amounts then due;

Client may terminate the Managed Services under this Service Attachment without cause no sooner than 90 days following the Service Start Date, upon 90 days' advance written notice, subject to any early-termination fee specified in the applicable Order; and

Within thirty (30) days after termination, Provider will, upon Client's request, make Client Data available for a limited period, after which Provider may delete Client Data from its systems consistent with the MSA's confidentiality provisions and applicable law.

14. Relationship To Other Agreement Documents

This Service Attachment incorporates, and should be read together with, the Service Level Objectives and is subject to the order of precedence set forth in Section 1 (Contract Hierarchy) of the MSA. In the event of any conflict between this Service Attachment and the Service Level Objectives regarding response or resolution targets, the Service Level Objectives will govern.