

# SPARTA SERVICES

*Managed Intelligence Provider*

## Professional Service Terms

**Effective Date**  
July 24, 2026

**Document Version**  
Version 1.0.0

*This Professional Service Terms supersedes and replaces all prior versions.*

All professional services made available by Sparta Services LLC (“SS” or “we” or “Company”) — including Advisory, Solution Development, Managed Services, and Training — are subject to the following terms (collectively, “Terms”). These Terms govern the purchase and delivery of Services across all lines of business, including Microsoft licensing resale, hardware procurement and deployment, managed security, and onsite IT services.

These Professional Services Terms (“Services Terms”) are incorporated into and form part of:

- The Master Services Agreement executed between the parties (the “MSA”);
- The applicable Services Scope: being the Statement of Work (“SOW”), Quote, or Order Form executed by both parties describing the purchased Services; and
- Any supplemental terms notified by Sparta Services LLC at the time of purchase, including Microsoft licensing addenda and hardware procurement schedules.

By purchasing the Services, you agree to these Terms and acknowledge that Sparta Services LLC may revise these Terms from time to time by posting an updated, dated version to the Legal Center at <https://www.spartaserv.com/legal-center/>; a revision takes effect as provided in Section 1 (Contract Hierarchy) of the MSA, upon a new Order or the commencement of a renewal term following at least thirty (30) days’ notice, and does not apply retroactively during a then-current term. In the event of conflict among these documents, the order of precedence set out in Section 1 of the MSA shall apply. Defined terms not otherwise set out herein have the meaning attributed to them in the MSA or the applicable Services Scope.

## 1. Specific Products and Third-Party Licensing

### 1.1 Microsoft Products

Sparta Services LLC is a certified Microsoft Solution Partner authorized to resell Microsoft products, licenses, and cloud services (“Microsoft Products”). All Microsoft Products are subject to the applicable Microsoft Customer Agreement (“MCA”), Microsoft Product Terms, and any applicable Microsoft licensing addenda, each of which are incorporated by reference. You agree to comply with all applicable Microsoft end-user license terms and accept that Sparta Services LLC acts as a reseller and not as Microsoft itself.

### 1.2 License Procurement and Management

Sparta Services LLC will procure Microsoft licenses on your behalf as set out in the Services Scope. You are responsible for ensuring that your license quantities and types remain accurate throughout the engagement. True-up adjustments will be billed in accordance with the prevailing Microsoft licensing terms and the Fees schedule.

### 1.3 Third-Party Products

Where Services require you to purchase, or where you have already purchased, specific third-party products beyond Microsoft's portfolio (including hardware, software, or cloud platforms), you will be subject to, and directly responsible for, the applicable vendor terms. Sparta Services LLC provides no additional warranties and will have no additional liability in connection with your use of such products.

## **1.4 Marketplace Products**

Unless expressly stated otherwise in the Services Scope, any required third-party product that is a Marketplace Product must be purchased via Sparta Services LLC in accordance with the MSA.

## **2. Hardware Procurement and Resale**

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### **2.1 Hardware Orders**

Where hardware procurement is included in the Services Scope, Sparta Services LLC will source and procure the specified equipment on your behalf. All hardware orders are subject to manufacturer availability, lead times, and pricing at the time of order placement. Sparta Services LLC reserves the right to substitute equivalent hardware if specified items become unavailable, subject to your prior written approval.

### **2.2 Risk and Title**

Risk of loss and title to hardware passes to you upon delivery to the shipping address designated in the Services Scope. You are responsible for obtaining appropriate insurance coverage from the point of delivery.

### **2.3 Manufacturer Warranties**

Hardware is sold subject to the applicable manufacturer's warranty. Sparta Services LLC passes through all manufacturer warranties to you but makes no independent hardware warranty beyond those provided by the manufacturer. Warranty claims must be submitted directly to the manufacturer or routed through Sparta Services LLC's RMA process as set out in the Services Scope.

### **2.4 Dead-on-Arrival (DOA)**

Hardware that is non-functional upon receipt must be reported to Sparta Services LLC within five (5) business days of delivery. Sparta Services LLC will facilitate an expedited replacement or RMA at no additional charge, subject to manufacturer policies.

### **2.5 Hardware Deployment**

Where the Services Scope includes hardware deployment, installation, or configuration, such work shall be subject to the onsite and remote delivery terms set out in Section 4. You are responsible for providing a suitable, safe, and accessible environment for hardware installation.

### **2.6 No Returns**

Except as required by applicable law or as expressly stated in the Services Scope, hardware sales are final. Special-order, configured, or custom hardware is non-returnable.

## 3. Service Delivery Milestones and Timelines

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### 3.1 Kickoff

Services will commence once all pre-project Dependencies set out in the Services Scope, or otherwise reasonably requested by Sparta Services LLC, have been provided or completed. Unless otherwise expressly agreed in writing, Services must be kicked off within sixty (60) days of purchase. Within ten (10) business days of receiving all pre-project Dependencies, we will schedule a Project Kickoff Call. All designated contacts and appointed personnel are required to attend this call.

### 3.2 Services Execution

We will perform the Services in accordance with the Project Phases and Service Delivery Timeline set out in the Services Scope or as otherwise expressly agreed by us in writing.

### 3.3 Acceptance Testing

Where Acceptance Testing is included in the Services Scope, you will test the functionality of delivered services in accordance with the Acceptance Testing Criteria set out therein. Testing must be completed within ten (10) business days of being prompted by Sparta Services LLC.

### 3.4 Go-Live and Cutover

Where cutover is required, we will reasonably agree and schedule the cutover date and time with you. Once scheduled, the date and time shall be fixed. Any changes requested by you must be expressly approved by Sparta Services LLC and may cause delays to Service Delivery.

### 3.5 Final Acceptance

Where Final Acceptance is included in the Services Scope, we will request Final Acceptance from you. The Services are deemed accepted unless you object by providing written notice within five (5) calendar days of the request. Such notice must specifically identify any deficiency in sufficient detail to allow Sparta Services LLC to assess the nature and extent of non-conformance.

### 3.6 Service Completion

In the absence of any objection to Final Acceptance, or where we reasonably determine that no further actions or deliverables are required, the Services shall be deemed completed.

### 3.7 Service Delivery Timeline

You must provide or complete all Dependencies set out in the Services Scope within ten (10) business days of being prompted. Failure to do so may result in delays or termination. We reserve the right to terminate the Services if persistent delays caused by you materially prevent us from meeting the Service Delivery Timeline.

## 4. Services Delivery

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### 4.1 Services Scope Changes

Any changes to the Services Scope must be documented in a written Change Order executed by all parties before proceeding. You acknowledge that any changes are subject to our prior approval, which shall be given in our sole discretion. Changes may result in additional fees, including where required due to your failure to meet Assumptions and/or Dependencies, your provision of incorrect or incomplete information, delays caused by you, or your failure to comply with these Terms.

### 4.2 Remote Delivery

Sparta Services LLC will provide the Services remotely unless otherwise expressly stated in the Services Scope. If we agree to deliver remote Services onsite, additional fees for travel expenses may be charged and Service Delivery may be rescheduled to accommodate travel logistics.

### 4.3 Onsite IT Services

Where the Services Scope specifies onsite delivery — including but not limited to hardware installation, network cabling, workstation setup, server room work, or user-facing support — the following terms apply:

- You will provide a safe, accessible, and appropriately equipped work environment for Sparta Services LLC personnel.
- You will ensure that necessary site access, parking, and security clearances are arranged in advance of the scheduled onsite engagement.
- Onsite technicians are authorized only to perform work explicitly described in the Services Scope. Any additional work requested on-site shall be captured in a Change Order.
- Sparta Services LLC personnel will adhere to your reasonable site safety rules, provided such rules are communicated in advance and do not unreasonably restrict service delivery.
- Sparta Services LLC will not be liable for delays or additional costs arising from your failure to provide adequate site access or a safe working environment.

### 4.4 Language

Unless expressly agreed otherwise, we will deliver the Services in English.

### 4.5 Business Hours

We will provide the Services during our normal business hours in your region unless otherwise agreed in writing. After-hours, weekend, or emergency support may be available under a separate Managed Services Agreement or as an Add-On Service, subject to additional fees.

### 4.6 Project Manager

Where appropriate, we will appoint a Project Manager as the primary Sparta Services LLC point of contact for the duration of Service Delivery. We may replace the Project Manager in our sole discretion. All key Sparta Services LLC personnel assigned to the Service Delivery will be identified during or after Kickoff.

### 4.7 Communications

All communications relating to Service Delivery must include the Sparta Services LLC Project Manager and your Primary Contact. You must provide timely access to all information reasonably requested by Sparta Services LLC. Updates may be provided via a designated platform or tool, which will be communicated during Kickoff. Where the transfer of sensitive or regulated information is required, we may request the use of secure communication methods.

## 4.8 Regulatory Restrictions

We reserve the right to suspend or cancel Services where we are unable to deliver them due to applicable regulatory requirements, including but not limited to CJIS security rules, CMMC (32 C.F.R., any level), NIST 800-171, ITAR, or applicable state and federal data protection laws.

## 5. Managed Services

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### 5.1 Scope of Managed Services

Where Sparta Services LLC provides recurring managed services — including managed security, endpoint management, backup and recovery, network monitoring, patch management, or helpdesk support — the specific service levels, coverage hours, response targets, and deliverables shall be set out in a separate Managed Services Agreement (“MSA”) or recurring SOW. These Terms apply to all managed services engagements in addition to the MSA.

### 5.2 Managed Security Services

Where the Services Scope includes managed security services, including but not limited to security monitoring, threat detection and response, vulnerability management, identity and access management, or compliance advisory:

- Sparta Services LLC will implement and maintain reasonable security controls consistent with industry best practices and the agreed scope.
- You retain primary responsibility for your security posture and must promptly implement recommended remediations within agreed timelines.
- You acknowledge that no managed security service can guarantee the prevention of all security incidents. Sparta Services LLC is not liable for incidents resulting from your failure to act on Sparta Services LLC’s recommendations or from circumstances outside the agreed service scope.
- Security incidents identified by Sparta Services LLC will be escalated to your designated security contact in accordance with the incident response procedures set out in the MSA or Services Scope.

### 5.3 Customer Environment Access

You grant Sparta Services LLC the access rights, credentials, and permissions necessary to deliver managed services as specified in the Services Scope. You warrant that you are authorized to grant such access. You will notify Sparta Services LLC immediately of any changes to your environment, credentials, or organizational structure that may affect service delivery.

### 5.4 Recurring Service Continuity

Managed services are provided on a recurring basis for the term set out in the applicable MSA or SOW. Either party may initiate termination of recurring services in accordance with Section 9 of these Terms, subject to any minimum terms set out in the MSA.

### 5.5 Customer Responsibilities

You are responsible for maintaining current software licenses and support agreements for all systems within the managed services scope. Sparta Services LLC will not be held liable for service degradation caused by expired licenses, unsupported software, or vendor end-of-life products not disclosed to Sparta Services LLC.

## 6. Your Obligations

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### 6.1 Assumptions and Dependencies

You will provide and/or complete all Dependencies set out in the Services Scope in a timely manner. You will notify us prior to purchase if you do not meet any Assumptions set out in the Terms, or immediately upon becoming aware of not meeting an Assumption.

### 6.2 Primary Contact

You must appoint a Primary Contact to serve as the primary management interface with the Sparta Services LLC Project Manager. You must notify us in writing of any changes to the Primary Contact.

### 6.3 Personnel and Resources

Effective Service Delivery requires you to appoint appropriate personnel with the requisite skills to support the engagement as described in the Services Scope. Failure to do so may result in delays, suspension, or termination of Services.

### 6.4 Environment Changes

You will not make material changes to any environments, infrastructure, or configurations that may impact the Assumptions or Service Delivery without prior written notification to Sparta Services LLC. Changes resulting in additional work or rescheduling may require a Change Order and be subject to additional fees.

### 6.5 Regulatory Compliance

You are solely responsible for ensuring that your use of the Services, and any products resold or deployed by Sparta Services LLC on your behalf, complies with all applicable laws, regulations, and industry standards applicable to your business, including but not limited to HIPAA, PCI-DSS, SOX, GDPR, and applicable state privacy laws.

## 7. Contract Priority

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### 7.1 Contract Priority.

These Professional Services Terms are incorporated into and governed by the MSA.

Where a conflict exists between these Professional Services Terms and the MSA, the MSA shall control.

Nothing in these Professional Services Terms shall expand Provider's liability or modify the MSA liability caps, warranty limitations, indemnification framework, dispute resolution procedures, or damages exclusions.

## 8. Warranties, Disclaimers and Limitations

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### 8.1 Sparta Services LLC Warranty

Sparta Services LLC warrants that it will render all Services with reasonable care and skill and that the Services shall materially conform with the specifications in the applicable Services Scope. In the event of material non-conformance, you must notify Sparta Services LLC within thirty (30) days of Service Completion. We will re-perform such Services in compliance with this warranty. If Sparta Services LLC is unable to do so despite reasonable efforts, you may pursue a remedy at law to recover direct damages. These remedies are exclusive and represent Sparta Services LLC's sole obligations for breach of this limited warranty.

### 8.2 Your Warranty

You warrant that you are legally authorized to provide any data, information, or access credentials submitted to Sparta Services LLC. You further warrant that you hold all necessary consents, permissions, and licenses (including from third parties) to enable Sparta Services LLC to perform the Services.

### 8.3 Disclaimer of Warranties

SAVE AS EXPRESSLY SET OUT ABOVE, SPARTA SERVICES LLC MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SPARTA SERVICES LLC EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES OR ANY RECOMMENDATIONS WILL MEET YOUR REQUIREMENTS OR THAT MANAGED SECURITY SERVICES WILL PREVENT ALL SECURITY INCIDENTS.

### 8.4 Limitations of Liability

The cumulative liability of Sparta Services LLC to you for all claims arising from any Service will not exceed the fees paid to Sparta Services LLC for the applicable instance of that Service during the twelve (12) months preceding the claim. IN NO EVENT WILL SPARTA SERVICES LLC OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, COSTS OF DELAY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA, OR THIRD-PARTY LIABILITIES, REGARDLESS OF THE NATURE OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. Intellectual Property

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### 9.1 Pre-Existing Intellectual Property

Each party retains all right, title, and interest in and to its own Pre-Existing Intellectual Property, including patents, copyrights, trademarks, trade secrets, know-how, methodologies, tools, templates, software, and documentation owned or controlled prior to the Services Kickoff or developed independently of the Services. Nothing in these Terms transfers ownership of either party's Pre-Existing Intellectual Property.

### 9.2 Service Deliverables

To the extent a party's Pre-Existing Intellectual Property is incorporated into or necessary for the delivery of Services or use of any Service Deliverables, that party grants the other a non-exclusive, royalty-free, worldwide license to use such Pre-Existing Intellectual Property solely as required to provide and receive the benefit of the Services and Service Deliverables, subject to these Terms and any applicable Specific Product Terms.

### 9.3 Microsoft IP

All Microsoft-branded software, documentation, and intellectual property remain the exclusive property of Microsoft Corporation. Sparta Services LLC's role as a Microsoft Solution Partner does not grant you any rights beyond those provided under your applicable Microsoft license agreement.

### 9.4 Feedback

If you provide feedback relating to the Services, we may use that feedback without restriction or obligation to you.

### 9.5 No Exclusivity

You acknowledge that Sparta Services LLC provides services to other clients and agree that nothing in these Terms prevents Sparta Services LLC from doing so.

## 10. Term and Termination

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### 10.1 Term

These Terms apply until Service Completion, except for provisions intended to survive. For recurring managed services, the term shall be as set out in the applicable MSA or SOW. We reserve the right to discontinue any Service; for recurring services, not less than thirty (30) days' prior written notice will be provided.

### 10.2 Termination for Breach

Either party may terminate these Terms if the other party materially breaches a term or condition and fails to cure the breach within fifteen (15) days of written notice specifying the breach.

### 10.3 Termination for Insolvency

We may terminate Services if we reasonably believe you may become subject to bankruptcy or insolvency proceedings, control by a trustee or receiver, or are otherwise unable to pay your Fees.

### 10.4 Immediate Termination

We may suspend or terminate Services immediately if: (a) we have reason to believe your account or Services are being used for deceptive, fraudulent, or illegal activity; (b) you violate confidentiality obligations; (c) you violate our intellectual property terms; (d) you are abusive to our personnel; (e) required by law; (f) you cause persistent delays; or (g) you persistently fail to provide or complete required Dependencies.

### 10.5 Suspension

Sparta Services LLC may suspend Services without liability if you are in default of any of these Terms.

### 10.6 Effect of Termination

The following sections survive termination: Fees, Billing and Payment Terms; Warranties, Disclaimers and Limitations; Intellectual Property; Confidentiality; Data, Privacy and Security; Compliance with Applicable Laws; Export Restrictions; Non-Solicitation; and Miscellaneous. Upon termination by us for cause: (a) you shall remain liable for all unpaid fees for work undertaken or costs incurred through the termination date; and (b) you agree to release, hold harmless, and indemnify Sparta Services LLC from all claims relating to your revenue, reputation, financial forecasts, or economic value resulting from any permitted termination.

## 11. Data, Artificial Intelligence and Security

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### 11.1 Data Use

You acknowledge that Sparta Services LLC may use data accessed through the delivery of Services for internal business purposes, including analysis, service improvement, and the creation of aggregated insights, provided that such use does not involve the unauthorized disclosure of your confidential information. Sparta Services LLC retains all rights to aggregated, anonymized, or non-identifiable data.

### 11.2 Confidentiality

The confidentiality provisions set out in the MSA apply to all Services. Each party agrees to protect the other's confidential information using at least the same degree of care it applies to its own confidential information, and not less than reasonable care.

### 11.3 Personal Data

Each party is responsible for its own personal data as an independent data controller and shall comply with all applicable privacy laws, including implementing effective technical and organizational measures to protect personal data. Where Sparta Services LLC processes personal data on your behalf, such processing will be governed by the Data Processing Agreement posted at <https://www.spartaserv.com/legal-center/>. Sparta Services LLC will process personal data in accordance with its Privacy Notice, accessible at <https://www.spartaserv.com/>.

### 11.4 Security Standards

Sparta Services LLC maintains security practices aligned with industry standards including, as applicable, NIST Cybersecurity Framework, CIS Controls, and Microsoft Secure Score methodologies. Sparta Services LLC may require or implement additional security measures it deems necessary for Service Delivery. More information about our security posture is available upon request.

### 11.5 AI Tools

You agree that Sparta Services LLC may use artificial intelligence, machine learning, and similar tools ("AI Tools"), including third-party AI Tools, to assist in delivering the Services. Output generated wholly or in part by an AI Tool is "AI Output." We will apply appropriate human review to AI Output that forms a material part of a Service Deliverable before it is provided to you. You acknowledge that AI Tools can produce output that is inaccurate, incomplete, biased, or fabricated. Our warranties apply to Service Deliverables as a whole and not separately to AI Output. You will not use any Deliverable or AI Output as the sole basis for decisions producing significant financial, legal, or other material effects, without applying your own review and verification appropriate to the intended use.

## 12. Compliance with Applicable Laws

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Each party shall comply with all applicable laws and regulations, including without limitation anti-corruption and anti-bribery laws (including the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act 2010), applicable export and import laws, data protection and privacy laws, and any laws governing the industries in which they operate. Sparta Services LLC operates as a Microsoft Solution Partner in compliance with all applicable Microsoft Partner Network obligations and Code of Conduct requirements.

## 13. Export Restrictions

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You agree to comply with all relevant U.S. and foreign export and import laws applicable to the Services and any related technology, software, and hardware, including restrictions administered by the U.S. Department of Commerce, Department of State, and the Office of Foreign Assets Control ("OFAC"). You represent and

warrant that you are not located in, organized under, or controlled by a sanctioned jurisdiction or a prohibited party.

## 14. Non-Solicitation

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For twelve (12) months following Service Completion, you will not, directly or indirectly: (a) hire or establish an independent contractor relationship with any individual who, during the twelve (12) months prior, was employed by or provided services to Sparta Services LLC or any of its affiliates; or (b) induce any such individual to leave their employment or association with Sparta Services LLC. In the event of a breach of this Section, you agree to pay Sparta Services LLC the equivalent of fifty percent (50%) of the annual compensation of the affected Sparta Services LLC personnel as compensation for lost value and replacement costs.

## 15. Assignment

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Services shall not be assigned by either party without the prior written consent of the other party; provided, however, that either party may, without consent, assign all of its rights to: (a) a parent, subsidiary, or affiliate; (b) a purchaser of all or substantially all of the assigning party's assets; or (c) a third party in connection with a merger, acquisition, or other corporate reorganization. You will not assign any Services to a Competitor of Sparta Services LLC. For the purposes of these Terms, a "Competitor" is any entity that directly or indirectly sells or distributes managed IT services, Microsoft licensing, or managed security services.

## 16. Relationship of the Parties

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The relationship arising from these Terms does not constitute or create any joint venture, partnership, employment relationship, or franchise between the parties. Sparta Services LLC personnel performing onsite services remain employees or subcontractors of Sparta Services LLC at all times and are not your employees for any purpose.

## 17. Miscellaneous

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### 17.1 Force Majeure

Sparta Services LLC will be excused from delays in performance if such delay results from compliance with applicable law, acts of God, fire, flood, earthquake, accident, strike, embargo, terrorist attack, war, insurrection, riot, civil or military authority, public health crisis, quarantine, fuel crisis, or other causes beyond our reasonable control. Any such delay will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

### 17.2 Severability

If any provision of these Terms is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

### 17.3 Successors and Assigns

These Terms are binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Nothing in these Terms confers any rights or obligations on any third party except as expressly provided herein.

### 17.4 Headings

Headings are inserted for convenience only and will not affect the meaning or interpretation of these Terms.

## 17.5 Entire Agreement

These Terms, together with the applicable Services Scope and the MSA, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, representations, and understandings.

## 17.6 Waivers

No waiver under these Terms will be binding unless set forth in writing and duly executed by the party against whom enforcement is sought. Any waiver constitutes a waiver only with respect to the specific matter described therein.

## 17.7 Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws stated in the MSA. All disputes arising under these Terms shall be resolved exclusively in accordance with the dispute resolution provisions set forth in the MSA.

### END OF PROFESSIONAL SERVICES TERMS

*Sparta Services LLC • Legal@SpartaServ.com • <https://www.SpartaServ.com>*