N1 SERVICE AGREEMENT

By purchasing Services subject to this Service Agreement (the "**Agreement**"), End User and Carahsoft, each a "**Party**" and together the "**Parties**", agree the terms and conditions herein govern End User's purchase and use of certain Carahsoft services.

1.0   DEFINITIONS. Capitalized terms shall have the meanings set forth below.

1.1   "Deliverables" means the reports or results of Services created specifically for and delivered to the End User.

1.2   "Services" means the commercially available services made available by Carahsoft for use under this Agreement, as specified in the applicable order form.

1.2   "Service Description" means the published description of a Service including, but not limited to, any service-specific requirements, and any accompanying service level agreements.

2.0   DELIVERY OF PROFESSIONAL SERVICES. Carahsoft will perform the Services in accordance with the details in the order form, this Services Agreement and the applicable Service Description. End User understands and agrees that any Deliverables are limited to a point-in-time review or analysis of End User's systems, processes and/or documentation, as provided by End User.

3.0   END USER RESPONSIBILITIES.

3.1   Cooperation/Accurate Information. End User will cooperate with Carahsoft, or its subcontractor, to permit Carahsoft to perform the Services. End User will promptly provide complete and accurate information and access to systems, locations and personnel required. End User agrees that Carahsoft is not responsible for the consequences arising from End User's provision of inaccurate information, including inaccurate IP addresses or domain names where such information is critical for Carahsoft to perform the Services.

3.2   Delays/Rescheduling If End User needs to reschedule the Services for any reason after the Parties have agreed to a schedule, or End User will not be able to provide the information or End User Data in accordance with the schedule, End User must notify Carahsoft at least ten (10) business days in advance so that Carahsoft may reassign personnel. If End User fails to give Carahsoft such notice or reschedule, End User shall pay Carahsoft liquidated damages equal to thirty percent (30%) of the applicable Service Fees.

4.0   INTELLECTUAL PROPERTY. All data, information, documentation, software, patents, text, graphics, photos, designs, trademarks, logos or other artwork and materials provided to Carahsoft by End User under this Agreement ("**End User IP**") are and shall remain the sole and exclusive property of End User or its third-party licensors. End User hereby grants to Carahsoft, during the performance of Services, a non-exclusive, fully paid, worldwide, limited license to use and permit Carahsoft's subcontractors to use the End User IP, solely for the purposes of providing the Services and Deliverables hereunder. This license includes express permission to use End User's trademarks and logos for the purpose of providing the Services and Deliverables.

5.0   REPRESENTATIONS, WARRANTIES, AND COVENANTS.

5.1   End User's Representations Regarding Its Data, Infrastructure and Systems. End User acknowledges that Carahsoft will rely on, the timeliness, accuracy, completeness and legality of all End User Data and information provided to Carahsoft. End User will obtain any licenses or consents from, third parties as required in connection with the transfer, use and processing of End User Data. End User grants to Carahsoft and its subcontractors a non-exclusive right to use the End User Data to provide the Services under this Agreement. End User represents that it is not aware of any on-going or potential network breach or compromise to the system(s) it owns or manages that

are relevant to the Services and will promptly notify Carahsoft if it becomes aware of any such network breach or other compromise during Service delivery.

5.2   WARRANTY DISCLAIMER. CARAHSOFT DOES NOT WARRANT THAT THE SERVICES PERFORMED UNDER THIS AGREEMENT OR ANY SERVICE ORDER WILL: A) BE UNINTERRUPTED OR ERROR-FREE OR THAT CARAHSOFT WILL CORRECT ALL DEFECTS OR PREVENT THIRD-PARTY DISRUPTIONS OR UNAUTHORIZEIND THIRD-PARTY ACCESS; (B) DETECT OR IDENTIFY ALL SECURITY OR NETWORK THREATS TO, OR VULNERABILITIES OF END USER'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS; (C) PREVENT INTRUSIONS INTO OR ANY DAMAGE TO END USER'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS INCLUDING LOSS OF DATA; (D) RETURN CONTROL OF END USER OR THIRD-PARTY SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED; OR (E) MEET OR HELP END USER MEET ANY INDUSTRY STANDARD OR ANY OTHER REQUIREMENTS INCLUDING THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD NOT OTHERWISE SET FORTH IN A SERVICE ORDER. THE WARRANTIES SET FORTH HEREIN AND THOSE SPECIFIED FOR INDIVIDUAL CARAHSOFT PRODUCTS AND SERVICESS IN EACH APPLICABLE SERVICE ORDER ARE THE EXCLUSIVE WARRANTIES FROM CARAHSOFT AND REPLACE ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CARAHSOFT'S WARRANTIES WILL NOT APPLY IF THERE HAS BEEN MISUSE, MODIFICATION, OR DAMAGE NOT CAUSED BY CARAHSOFT OR ITS SUBCONTRACTORS, FAILURE TO COMPLY WITH INSTRUCTIONS PROVIDED BY CARAHSOFT, OR AS OTHERWISE STATED IN CARAHSOFT'S PUBLISHED POLICY.

5.3   Limitation on Services. In addition to the foregoing, the outcome of the Services and the opinions, advice, recommendations and/or certification of or by Carahsoft in a Deliverable or otherwise does not constitute a representation, warranty or guarantee that End User's systems are secure from every form of attack, even if fully implemented, or that End User will receive the designated certification or accreditation from any certifying organization.

6.0   LIMITATION OF LIABILITY.

6.1   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, FOR (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME, WHETHER (IN ANY SUCH CASE) ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR USE OF THE CARAHSOFT PRODUCTS AND SERVICESS AND WHETHER OR NOT CARAHSOFT OR ITS SUPPLIERS HAVE BEEN ADVISED THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR; OR (II) ANY SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES.

6.2   TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S OR ITS SUPPLIERS' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, REGARDLESS OF THEORY OF LIABILITY, IS LIMITED TO THE TOTAL OF THE FEES ACTUALLY PAID OR PAYABLE FOR THE SERVICE ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE. Nothing in this Section 13.2 shall exclude or limit: (i) either Party's liability for death

or personal injury caused by its negligence; (ii) any fraud or fraudulent pre-contractual misrepresentations made by Carahsoft on which End User can be shown to have relied; or (iii) any liability which cannot be excluded by law.

7.0 GENERAL.

7.1 <u>Non-Solicitation</u>. End User shall not solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of the Carahsoft or its subcontractors' Personnel during their participation in the Services or during the twelve (12) months after the conclusion of such Services. For the purposes of this Section, "**Personnel**" includes any individual or company a Party employs or has employed as a partner, employee or independent contractor and with which a Party comes into direct contact in the course of the Services. If End User breaches this Section, it shall pay compensation to Carahsoft in the form of liquidated damages equal to the greater of one (1) year's compensation either (a) offered to the Personnel by the breaching Party or (b) paid or offered to the Personnel by the non-breaching Party. However, this Section shall not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel.

7.2 <u>Subcontractors.</u> Carahsoft may use subcontractors to perform the Services. Any act or omission by a subsidiary or subcontractor is deemed an act or omission of Carahsoft.

N1 ACCELERATED CLOUD ENGINEERING
SERVICE DESCRIPTION

This Service Description describes the Accelerated Cloud Engineering offering. All capitalized terms in this Service Description have the meaning defined in the Agreement.

Summary: The N1 Accelerated Cloud Engineering Service ("Services") will assist End User in deploying a cloud infrastructure in End User's environment that based on its security and compliance needs.

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1. SERVICE OVERVIEW

A. Accelerated Cloud Engineering: Gap Analysis & Design Considerations

A-1   Technical Specifications. Carahsoft will meet with End User to share compliance requirements and collect information about End User technical requirements needed to be in place to properly install the workload within the designed environment ("Technical Specifications") and reach a final design. Carahsoft will review data to define the End User architecture's eligibility for meeting the Services scope requirements in the relevant Service Order.

A-2   Workload Architecture and Authorization Boundary. End User will provide details of the End User workload code, and the Cloud Service Provider services upon which the End User workload code is deployed in order to run within the cloud (e.g. operating systems, containers, serverless functions, and databases)("Workload Architecture"), and adequate detail of End User Technical Specifications. Carahsoft and End User mutually determine if any Workload Architecture changes are needed to meet compliance requirements and define all components of an information system to be authorized for operation by the target authorizing compliance entity. This activity will define any excluded, separately authorized systems to which the information system is connected ("Authorization Boundary"). Carahsoft will present the End User with any additional findings from the Workload Gap Analysis which impact the system's proposed Authorization Boundary and compliance, non-compliance, or partial compliance across all in-scope compliance controls.

A-3   Workload Gap Analysis Workbook. A review of the existing End User workload/information system to determine its compliance posture against requirements to include: identifying and verifying Authorization Boundary, conducting a technical review of controls implementation or plans, determining the sufficiency of security plans, policies, and procedures, and establishing a roadmap for authorization.

A-4   Cloud Engineering Advisory.   Carahsoft will provide two (2) cloud engineering resources for four (4) continuous weeks (320 hours total) to provide guidance and support to the End User. The resources may consult on cloud architecture design, security control implementation, and compliance with FedRAMP policies and standards. This can include supporting the End User with guidance on how to best leverage cloud native,

Carahsoft's Ramp/pak, and third-party technologies to meet compliance needs, provide general technical guidance, reviewing design materials and configuration material provided by the End User.

2. ADDITIONAL TERMS & CONDITIONS.

A. Regulatory Changes. The Parties acknowledge that changes to compliance and/or security frameworks requirements that are implemented after the of the relevant Service Order may affect how Carahsoft performs the Services. If changes to those compliance and/or security frameworks requirements occur during the Service, those changes will be addressed in a Change Order.

B. Third Party Applications. Pricing of the Services does not account for effort to support and/or change; (a) End User application changes required to meet compliance standards or; (b) cloud and Third Party vendor system changes needed for or resulting from End User application changes. End User is solely responsible for the procurement of and payment for services, solutions and/or licenses that are required to implement any third-party services within the deployed system ("Third Party Applications"). Prior to commencing Implementation, End User will procure all required certificates and licenses for the Third Party Applications, as well as cloud infrastructure accounts. As a part of the RADD, Carahsoft will provide a list of Third Party Applications that will be required to perform the Implementation Services in Section B.

C. Disclaimer of Liability. End User acknowledges and agrees that Carahsoft is not responsible for the any functionality or availability of any Third Party Applications, or for any underlying infrastructure environments within the deployed system, including, without limitation, any incompatibilities outside of Carahsoft's control. Carahsoft is not responsible for actions, omissions, or incidents outside of Carahsoft's control, including, but not limited to: (i) End User's reliance upon third-party providers, including its cloud services provider, third party hardware/software providers, manufacturers and/or publishers, (ii) risks inherent in internet connectivity, and (iii) any actions or omissions by End User and its other third-party providers with regard to the environment.

D. Use of Carahsoft Equipment. All Services may be performed on Carahsoft equipment including but not limited to computers, laptops, storage locations, and portals.

E. Carahsoft Affiliates/Subcontractors. End User will provide Carahsoft and its affiliates or subcontractors providing the Services under this SOW continual full administrative level access, permissions, and any licenses required to access and use the Third Party Applications in connection with the Services, including in-boundary components connected to the environment, including local deployments both owned and licensed. End User will provide Carahsoft ability and access to create, read, and update support tickets with Third Party Application vendors to troubleshoot and support workload operations.

F. Authority to Operate. The End User environment will not contain any active customer workload prior to receiving an Authority to Operate.