

# PARSEC DATA MANAGEMENT, INC.

## Appendix A DELIVERABLES

### 1. Deliverables

- 1.1. The Deliverables under this Appendix/Addendum shall consist of the Products and Services described on any Sales Order(s), Appendix, or Appendices hereto.

The following is a generalized description of products and services offered by Parsec. Specific detail on the deliverable offered will be contained in any Sales Order(s), Appendix, or Appendices hereto.

### 1.2. Description of Products and Services.

#### 1.2.1. Connectivity.

Generally defined as network infrastructure using a standard transport for Client's private or public inter-connection for data exchange. Typically measured in total transfer of Megabytes (MByte) over a given time period or bandwidth in Megabits (Mbit).

#### 1.2.2. Virtualized Services

Generally defined as compute and storage infrastructure for Client using a standardized virtualization technology to create an environment that leverages one or more physical compute, storage systems, and network infrastructure to create economies of scale in relation to management and resource utilization factors. Typically consists of RAM, Storage space, and vCPU resources at a reserved usage rate.

#### 1.2.3. Colocation

Generally a private or shared space for Client within Parsec leased or owned real-estate that provides the highly-available physical infrastructure to support computing, networking, telecommunication, and other sensitive systems. Typically consists of primary and secondary infrastructure that may include: uninterrupted power, cooling, environmental controls, and access controls.

#### 1.2.4. Software Licensing

Generally a leased right-of-use to Client for a given software product and/or service over a given time period. Typically consists a number of right-of-use licenses for a product and/or service based on physical computing units or a quantity of end-users.

#### 1.2.5. Firewall

Generally a managed service to provide private or shared industry standard network firewall functions. Typically consists of hardware or software based highly available industry standard stateless firewall configured to protect the clients network.

#### **1.2.6. Intrusion Protection and Detection Services**

Generally a managed service to provide Client a private or shared industry intrusion protection and detection product. Typically consists of hardware or software based highly available industry standard packet inspection engine configured to detect and protect against known and unknown threats.

#### **1.2.7. Web Application Firewall**

Generally a managed service to provide Client a private or shared industry web application threat protection and detection product. Typically consists of hardware or software based highly available industry standard packet inspection engine configured to detect and protect against known and unknown threats.

#### **1.2.8. Website Hosting**

Generally an industry standard suite of applications that enable the Client to provide websites to the applicable audience. Typically consists of a low cost suite of industry standard applications gathered in a customer manageable portal that requires minimal interaction and support from Parsec to enable the Client to provide websites to end-users.

#### **1.2.9. Switch Kit**

Generally a web-based software application that offers financial institutions the ability to automate and ease the relationship transition from one institution to another.

**1.3. Security.** The parties expressly acknowledge that it is impossible to maintain flawless security, but Parsec shall employ commercially reasonable measures to prevent security breaches in Parsec's server interaction with Client and other public resources. Client is solely responsible for any damage resulting from Client's failure to employ reasonable measures to prevent security breaches arising from the design or use of the Client's systems, and shall indemnify, defend and hold Parsec harmless as provided in this Agreement for any compromise of Client's security provided that Parsec continues to employ commercially reasonable measures and acts in good faith in reporting and defending against security breaches.

## **2. Additional Payment Terms**

**2.1. Other Fees.** Parsec charges for services in excess of Service Order limits as shown below.

2.1.1. If the amount of use on variable items, such as: Storage space, RAM, Bandwidth, Transfer, and other likewise measured items; used in connection with the

Deliverable exceeds the amount specified within the Sales Order, Parsec may invoice Client for additional amounts as described above at the then-current rate card or Sales Order rates, as applicable. In the event that Client fails to timely pay any such invoice, Parsec shall be indemnified from consequences arising from over-use of deliverables, in addition to any other remedies available.

2.2. **Fee Increases.** Parsec reserves the right to change any Deliverable fees, effective at the end of the initial term or at any time thereafter. Parsec shall provide thirty (30) days notice to Client prior to any such increase in Deliverable Fees. Client shall have the right to terminate the services that are the subject of such a price increase by providing written notice to Parsec within ten (10) business days after the date of Parsec's notice thereof, with such termination to be effective at the end of the then-current calendar month or the following calendar month at Client discretion.

### 3. **Additional Disclaimer of Warranty, Limitation of Liability Terms**

3.1. **Internet Service at Client's Risk.** Client acknowledges that the Internet consists of multiple participating networks which are separately owned and therefore are not subject to the control of Parsec. Client also recognizes that Parsec's ability to provide Deliverables to Client depends on Internet services provided to Parsec. Malfunction of or cessation of Internet services by Internet service providers (ISPs) or of any of the networks which form the Internet may make resources Client wishes to use temporarily or permanently unavailable. CLIENT AGREES THAT PARSEC SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN INTERNET SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF INTERNET SERVICES BY, NETWORK(S) OR ISPS NOT SUBJECT TO CONTROL OF PARSEC, OR DUE TO ANY ACCIDENT OR ABUSE BY A CLIENT. Parsec assures Client that the hosting facility has backup power as well as redundant, diverse internet feeds to minimize the risk of service outages. This section does not apply to SLAs and termination provisions for inability to provide services provided that such outages are not of a regional or larger basis.

3.2. **Third Party Transactions at Client's Risk.** PARSEC DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES TO CLIENT OR ANY THIRD PARTY WHATSOEVER REGARDING ANY INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH PARSEC AND OBTAINED OR CONTRACTED FOR OVER THE INTERNET, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT.

3.3. **Downloading of Data or Files at Client's Risk.** THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PARSEC CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING THROUGH PARSEC'S TELECOMMUNICATIONS NETWORK FACILITIES WILL BE FREE OF INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES. Client shall be solely responsible for implementing sufficient procedures to satisfy Client's particular requirements for accuracy of data input and output, and for

maintaining a means external to Parsec for the reconstruction of lost data. Notwithstanding the foregoing, Parsec will employ commercially appropriate and reasonable measures toward ensuring that files provided by Parsec are virus free. The parties expressly acknowledge that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to Client, and access to such materials by Client is obtained at Client's sole risk.