MANAGED IT - SUPPLEMENTAL TERMS AND CONDITIONS

1. GENERAL

1.1. *System*. For the purposes of this Agreement, "System" means, collectively, any computer network, computer system, peripheral, or electronic device (such as a camera, telephone, or alarm system) installed, maintained, monitored, or operated by Focus pursuant to this SOW. To avoid a delay or negative impact on Focus' provision of the Services, during the term of this SOW, Customer agrees to refrain from modifying or moving the System, or installing software on the System, unless Focus expressly authorizes such activity.

1.2. *Requirements*. At all times, all software on the System must be genuine and licensed, and Customer agrees to provide Focus with proof of such licensing upon Focus' request. If Focus requires Customer to implement certain minimum hardware or software requirements ("Minimum Requirements"), Customer agrees to do so as an ongoing requirement of Focus providing Services to Customer.

1.3. *Maintenance; Updates*. If patches and other software-related maintenance updates ("Updates") are provided, Focus will install the Updates only if Focus has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. Focus will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer's or applicable vendor's instructions.

1.4. *Third Party Support*. If, in Focus' discretion, a hardware or software issue requires vendor or OEM support, Focus may contact the vendor or OEM (as applicable) on Customer's behalf and pass through to Customer, without markup, all fees and costs incurred in that process.

1.5. *Advice; Instructions*. From time to time, Focus may provide Customer with specific advice and directions related to Focus' provision of the Services or the maintenance or administration of the System. For example, Focus' advice or directions may include increasing the System's server or hard drive capacity or replacing obsolete equipment. Customer is advised to promptly follow and implement any directions Focus provides to Customer which, depending on the situation, may require Customer to make additional purchases or investments in the System or the environment in which the System is maintained, at Customer's sole cost. Focus will not be responsible for any problems or issues (such as System downtime or security-related issues) caused by Customer's failure to promptly follow Focus' advice or directions. If Customer's failure to follow or implement Focus' advice renders part or all of the Services economically or technically unreasonable to provide (in Focus' discretion), then Focus may terminate this SOW, for cause, by providing notice of termination to Customer. Any services required to fix issues caused by Customer's failure to follow Focus' advice or directions, or Customer's unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under this SOW and will be out-of-scope.

1.6. *Prioritization*. All Services will be performed on a schedule, and in a prioritized manner, as determined by Focus.

1.7. *Authorized Contact(s)*. Focus will be entitled to rely on any directions or consent provided by Customer's personnel or representatives who are authorized to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified, then Customer's

Authorized Contact will be the person(s) (i) who signed the MSA, and/or (ii) who signed this SOW. If Customer desires to change Customer's Authorized Contact(s), Customer must notify Focus of such changes, in writing; and, unless exigent circumstances are stated in the notice, the change will take effect three (3) business days thereafter.

1.8. *Insurance*. If Customer is supplied with Focus equipment, Customer agrees to acquire and maintain, at its sole cost, insurance for the full replacement value of that equipment. Focus must be listed as an additional insured on each such policy, and the policy may not be canceled or modified during the term of this SOW without thirty (30) days' prior notification to Focus. Upon Focus' request, Customer agrees to provide proof of insurance to Focus, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

2. PROCUREMENT, VENDOR MANAGEMENT, AND THIRD-PARTY PRODUCTS

2.1. Procurement and Standardization

Customer acknowledges that the efficient delivery of Services may depend upon the use of technology products, software, cloud services, telecommunications services, maintenance programs, support agreements, contractors, subcontractors, and other third-party products and services that are compatible with Focus' support, security, management, monitoring, and service-delivery standards.

Customer agrees to cooperate with Focus' reasonable standardization, compatibility, lifecycle, and supportability requirements. Focus reserves the right to establish and maintain reasonable technology standards necessary to efficiently deliver Services.

Unless otherwise agreed in writing, products and services procured through Focus shall be deemed approved for support under the applicable Statement of Work. Products or services procured outside of Focus may be subject to additional onboarding, configuration, validation, remediation, support limitations, or other requirements before being accepted into coverage.

2.2. Customer-Provided Products and Services

Hardware, software, cloud services, subscriptions, telecommunications services, managed services, contractor services, subcontractor services, or other technology products acquired directly by Customer or through a third party other than Focus may, at Focus' discretion:

2.2.1. Be excluded from coverage under the applicable Statement of Work;

2.2.2. Require onboarding, validation, standardization, configuration, security review, documentation, or remediation before support is provided;

2.2.3. Require installation of Focus-approved monitoring, management, inventory, or security tools;

2.2.4. Be subject to additional fees or Time and Materials charges;

2.2.5. Be supported on a commercially reasonable best-efforts basis only; or

2.3. Be declined for support if the product or service does not meet Focus' reasonable compatibility, lifecycle, licensing, supportability, documentation, or security requirements.

2.4. Vendor Coordination

Customer authorizes Focus to coordinate with manufacturers, publishers, distributors, carriers, cloud providers, contractors, subcontractors, and other third-party providers as

reasonably necessary to facilitate the procurement, deployment, support, maintenance, administration, or delivery of products and services contemplated by an applicable Statement of Work.

Focus will use commercially reasonable efforts to manage and coordinate such third-party relationships. Customer acknowledges, however, that Focus does not control and shall not be responsible for:

2.4.1. third-party pricing;

2.4.2. product availability;

2.4.3. shipping or manufacturing delays;

2.4.4. subcontractor staffing or scheduling;

2.4.5. cloud-provider service availability;

2.4.6. carrier performance;

2.4.7. vendor response times;

2.4.8. licensing or subscription changes;

2.4.9. permit or inspection requirements; or

2.5. other matters outside Focus' reasonable control.

2.6. Third-Party Products and Services

Technology products, software, cloud services, telecommunications services, maintenance agreements, support agreements, warranties, subscriptions, contractor services, subcontractor services, and other items procured through Focus may be subject to the terms, conditions, restrictions, warranties, service commitments, licensing requirements, acceptable-use policies, and other obligations imposed by the applicable third party.

To the extent applicable, such third-party terms and conditions are incorporated by reference into each applicable Statement of Work and govern the use of the applicable product or service.

Focus' role with respect to such third-party products and services is generally limited to procurement, administration, coordination, support facilitation, and vendor management. Focus does not independently warrant or guarantee the performance, availability, pricing, functionality, support obligations, or future availability of third-party products or services except as expressly stated in this Agreement or the applicable Statement of Work.

2.7. Procurement and Administrative Fees

Products and services procured through Focus may be subject to procurement, administrative, coordination, management, reseller, or pass-through fees as identified in the applicable Statement of Work, Order Form, quotation, service schedule, or other purchasing document.

Applicable procurement methodologies, pricing models, markups, administrative fees, pass-through charges, and renewal terms shall be identified in the applicable Statement of Work or purchasing document and may vary by product category, vendor, service type, or engagement.

2.8. Pass-Through Pricing Changes

Customer acknowledges that manufacturers, publishers, cloud providers, carriers, distributors, contractors, subcontractors, and other third parties may modify pricing, licensing,

service models, subscription terms, support agreements, warranty programs, minimum commitments, or other commercial terms from time to time.

To the extent such changes affect products or services provided under a Statement of Work, Focus may pass through such changes to Customer in accordance with the terms of the applicable Statement of Work and this Agreement.

3. AFTER-HOURS SERVICES

Services performed outside Business Hours are considered After-Hours Services. Unless otherwise expressly stated in the applicable Statement of Work, Focus is not obligated to provide technician-performed Services outside Business Hours. Customer may request After-Hours Services through Focus' designated after-hours support procedures. Automated monitoring, alerting, backup, patching, security controls, and other automated activities may operate outside Business Hours but do not create an obligation for continuous technician response. Except where the applicable Statement of Work expressly provides otherwise, After-Hours Services are billed at one and one-half (1.5) times the applicable hourly rate and are subject to a one-hour minimum charge per engagement. Scheduled work performed outside Business Hours at Customer's request is considered After-Hours Services and is billed accordingly. Any expanded coverage hours, guaranteed after-hours response commitments, included after-hours labor, or alternative after-hours rates must be expressly identified in the applicable Statement of Work.

4. **REQUIRED FEES**

There are certain products, services, licenses, subscriptions, support agreements, maintenance agreements, cloud services, hardware, warranties, renewals, contractor services, subcontractor services, and other technology-related items that Customer may be required to obtain in order for Focus to properly support Customer’s business and deliver the Services (including, without limitation, software licensing, hardware support, SSL certificates, domain registrations and renewals, cloud services, telecommunications services, and other technology products or services). Customer hereby authorizes Focus to procure such items on Customer’s behalf whenever Focus reasonably determines such items are necessary or appropriate for the delivery, maintenance, security, operation, or support of the Services. Customer agrees to reimburse Focus for the cost of such items, together with any applicable administrative fee as described in Section 2.5, “Procurement and Administrative Fees,” of these Managed IT Supplemental Terms and Conditions. Such charges may be identified separately on Focus invoices or incorporated into recurring billing, as applicable. Certain products and services may be purchased, renewed, or committed by Focus on an annual, multi-year, or other term basis. Customer shall remain responsible for all charges associated with such commitments, including any recurring charges that remain payable following expiration or termination of the applicable Statement of Work, to the extent such charges cannot be reasonably canceled, reduced, transferred, or terminated under the applicable vendor, provider, contractor, or subcontractor agreement.

5. **ACCESS**

Customer hereby grants to Focus the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System (including all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) connected to the System, regardless of whether such device(s) are owned, leased or otherwise controlled by Customer), on a 24x7x365 basis, for the purpose of enabling Focus to provide the Services. It is Customer’s responsibility to secure, at Customer’s own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Focus to provide Services to the System and, if applicable,

at Customer's designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by Customer at all times. Focus shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve. Additionally: (i) Focus shall not be obligated to provide Services to any mobile device or temporarily-connected device, and (ii) no such mobile device or temporarily-connected device will receive or benefit from the Services while detached from, or unconnected to, the System, unless either or both such obligations are specifically stated in the applicable SOW.

6. **LIMITED WARRANTIES**

6.1. *Hardware / Software Purchased Through Focus*. Unless otherwise stated in this SOW, all hardware, software, peripherals or accessories purchased through Focus ("Third Party Products") are nonrefundable once the applicable purchase order is placed in Focus' queue for delivery. Focus will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to Customer, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and Focus will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in this SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between Focus and Customer (including but not limited to implied warranties).

6.2. *Warranty Application*. Notwithstanding any provision to the contrary in this Agreement, any warranty offered and provided directly by Focus for any product shall be deemed null and void if the applicable product is (i) altered, modified or repaired by persons other than Focus, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by Focus; (ii) misused, abused, or not operated in accordance with the specifications of Focus or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than Focus or persons approved or designated by Focus.

7. DEFINITIONS

7.1. *Fully Managed* means a service-delivery model in which Focus serves as the Customer's primary information technology provider and retains primary responsibility and accountability for the day-to-day administration, support, monitoring, maintenance, security, and management of the in-scope technology environment. Under a Fully Managed relationship, Customer does not maintain dedicated internal information technology personnel with ongoing responsibility for the covered environment. Customer may designate business, operational, or administrative contacts to coordinate activities with Focus; however, Focus functions as the primary technology management organization for the covered Services.

7.2. *Co-Managed* means a service-delivery model in which Customer and Focus share responsibility for the administration, support, management, maintenance, monitoring, security, and operation of the technology environment. Under a Co-Managed relationship, Customer maintains internal information technology personnel, resources, contractors, or other designated representatives who participate in the management and support of the covered environment.

7.3. *Primary* means the designated organization having overall operational responsibility and accountability for the management, coordination, administration, support, maintenance,

security, and decision-making authority associated with the covered technology environment or the applicable portion thereof. The Primary designation may apply to either Focus or Customer and must be identified in the applicable Statement of Work. In a Fully Managed engagement, Focus will generally be designated as Primary. In a Co-Managed engagement, either Focus or Customer may be designated as Primary depending upon the agreed operating model and allocation of responsibilities. The organization designated as Primary shall have responsibility for coordinating technology activities, managing vendor relationships where assigned, establishing operational priorities, approving routine technology decisions, coordinating incident response and service restoration efforts, maintaining responsibility assignments, and serving as the primary point of accountability for the covered environment. Designation as Primary does not relieve either party of its expressly assigned responsibilities under the Agreement, Statement of Work, Responsibility Matrix, or other applicable documentation.

7.4. *Secondary* means the organization that provides support, administration, management, or operational assistance to the Primary organization within a Co-Managed service-delivery model. Responsibilities assigned to the Secondary organization shall be limited to those expressly identified in the applicable Statement of Work, Responsibility Matrix, Service Schedule, or other mutually agreed documentation. Responsibilities within a Co-Managed relationship shall be allocated between Customer and Focus and documented in the applicable Statement of Work, Responsibility Matrix, Service Schedule, or other mutually agreed documentation. Unless expressly stated otherwise, neither party shall be responsible for activities assigned to the other party.

7.5. *Server* means any physical, virtual, cloud-hosted, containerized, serverless, or platform-based computing resource that provides applications, services, storage, processing, authentication, database functionality, networking, or other information technology capabilities to users, devices, systems, or applications. Servers include, without limitation, on-premises servers, virtual machines, cloud instances, managed platform services, database services, application hosting environments, container clusters, and serverless computing resources.

7.6. *User* means any individual who has an enabled, interactive account within the Customer's Microsoft Entra ID tenant or other approved identity management platform. Users include employees, contractors, temporary personnel, consultants, volunteers, and other authorized individuals requiring access to Customer systems, applications, or data. User specifically excludes shared mailboxes, guest accounts, service accounts, application accounts, automation accounts, and any administrative, monitoring, or support accounts created and maintained by Focus for the delivery of Services.

7.7. *Customer Environment* means the System and the other information technology assets, Users, locations, applications, and services of Customer that are covered by the applicable Statement of Work.

7.8. *Incident* means an unplanned interruption to, degradation of, failure of, or reduction in the quality, availability, functionality, performance, or security of a covered Service, User, Workstation, Tablet, Server, Network Device, application, cloud service, telecommunications service, Security System, Medical Imaging System, Biomedical Device connectivity, or other supported technology component within the Customer Environment. An Incident occurs when something that is expected to function is not functioning as intended and requires diagnosis, troubleshooting, remediation, restoration, repair, or recovery.

Examples of Incidents include, without limitation:

7.8.1. A User being unable to access email or an application;

7.8.2. A Workstation failing to boot or operate properly;

7.8.3. A Server outage or performance degradation;

7.8.4. A failed backup job;

7.8.5. A printer that is unable to print;

7.8.6. A network, internet, VPN, wireless, or VoIP outage;

7.8.7. A security event requiring investigation or response; and

7.8.8. An error, malfunction, or service disruption affecting normal business operations.

7.9. *Available Add-on* means an optional service, feature, or enhancement identified in the Service Catalog that is not included in the Standard Inclusions of a Service and is only provided when expressly selected and documented in the applicable Statement of Work or other written agreement between Customer and Focus.

7.10. *Service Request* means a Customer-authorized request for information, access, assistance, provisioning, configuration, administration, installation, modification, enhancement, or other planned service activity that is not the result of an Incident. Requests generally involve the addition, modification, removal, or administration of a system, service, User, device, application, permission, configuration, or other supported technology component.

Examples of Requests include, without limitation:

7.10.1. Creating, modifying, disabling, or deleting a User account;

7.10.2. Provisioning software, licenses, devices, or subscriptions;

7.10.3. Installing approved applications;

7.10.4. Adding or modifying permissions, security groups, or access rights;

7.10.5. Deploying a new Workstation, Tablet, or Peripheral;

7.10.6. Updating call routing or VoIP configurations;

7.10.7. Modifying firewall rules or network configurations;

7.10.8. Adding a printer or other supported device;

7.10.9. Providing information or guidance regarding supported Services; and

7.10.10. Other customer-authorized administrative, configuration, or provisioning activities.

For clarity, a Request exists when something new is being added, modified, provisioned, or configured, whereas an Incident exists when something that is expected to function is not functioning as intended and requires restoration or repair.

7.11. *System Change Request* means a request, recorded in the ITSM System, to change the composition or operation of a Customer system supported by Focus.

7.12. *Problem* means the cause, or potential cause, of one or more Incidents.

7.13. *Call* means a telephone call placed to the Service Desk.

7.14. *Contact* means any request for Service Desk attention made by telephone, email, portal or chat.

7.15. *Business Day* means Monday through Friday, excluding Focus holidays:

7.15.1. New Years Day

7.15.2. Memorial Day

7.15.3. Fourth of July

7.15.4. Labor Day

7.15.5. Thanksgiving Day

7.15.6. Friday after Thanksgiving

7.15.7. Christmas Eve Day

7.15.8. Christmas Day

7.16. *Business Hours* means the business hours stated in the SOW. If the SOW does not state business hours, Business Hours are 7:00 a.m. to 6:00 p.m. Central Time on Business Days.

7.17. *Extended Coverage Hours* means 7:00 a.m. to 10:00 p.m. Central Time, seven (7) days per week.

7.18. *IT Service Management (ITSM) System* means the professional services automation and ticketing system Focus uses to record and track Incidents, Service Requests, Problems and changes.

7.19. *Known Error* means a Problem with a documented root cause and workaround.

7.20. *Service Desk* means the Focus personnel who receive and respond to Contacts.

7.21. *SLO Miss* means a failure by Focus to meet the target for an SLO in a Measurement Period, after applying the exclusions in the Service Level Agreement.

7.22. *Workstation* means a personal computing device assigned to or primarily used by a User, including desktop computers, laptop computers, and similar endpoint devices running a supported operating system. A Workstation includes standard attached input and display equipment such as a keyboard, mouse, docking station, and monitor(s).

7.23. *Tablet* means a portable touchscreen computing device, including but not limited to Apple iPad, Android-based tablets, Windows tablets, and similar mobile computing devices. Tablets are classified separately from Workstations due to their distinct operating systems, management platforms, support requirements, and usage characteristics.

7.24. *Peripheral* means any technology device connected to, associated with, or used in conjunction with a Workstation, Server, or network infrastructure that is not otherwise defined herein as a Workstation, Tablet, Server, Biomedical Device, Medical Imaging System, Security System, or Low Voltage Wiring. Peripherals include, without limitation, printers, multifunction devices, scanners, label printers, barcode readers, signature pads, external storage devices, and similar ancillary hardware.

7.25. *Consumables:* means technology-related supplies and replacement items that are routinely depleted, consumed, or replaced through normal use of the Customer Environment. Consumables include, without limitation, toner, ink, labels, receipt paper, batteries, cables, patch cords, maintenance kits, cleaning supplies, and similar operational items.

7.26. *Biomedical Device* means any medical, clinical, diagnostic, therapeutic, monitoring, measurement, or patient-care device that is connected to, communicates through, or relies upon the Customer's network infrastructure and is used to collect, process, transmit, measure, monitor, or store patient physiological, clinical, or biomedical data. Examples

include patient monitors, vital sign devices, infusion pumps, medical analyzers, bedside devices, and similar healthcare technology systems.

7.27. *Medical Imaging System* means any hardware, software, platform, application, storage repository, or supporting infrastructure used to acquire, process, store, transmit, view, manage, archive, or distribute medical images. Medical Imaging Systems include, without limitation, Picture Archiving and Communication Systems (PACS), Radiology Information Systems (RIS), imaging archives, vendor-neutral archives (VNA), diagnostic viewing platforms, and related imaging applications and infrastructure.

7.28. *Security System* means any physical security, surveillance, monitoring, access control, intrusion detection, environmental monitoring, or related technology system used to secure, monitor, detect, record, control, or alert on activities within Customer facilities or assets. Security Systems include, without limitation, video surveillance cameras, network video recorders, badge access systems, door controllers, motion detectors, intrusion alarms, panic buttons, environmental sensors, and associated management platforms.

7.29. *Low Voltage Wiring* means all structured cabling, communications wiring, connectivity infrastructure, and associated components used for the transmission of voice, data, video, access control, security, or other low-voltage communications signals within the Customer Environment. Low Voltage Wiring includes, without limitation, copper and fiber-optic cabling, network drops, patch panels, cable terminations, wall plates, telecommunications rooms, equipment racks, cabinets, and data closet infrastructure.

7.30. *Network Device* means any physical, virtual, cloud-managed, or software-defined networking component that facilitates, controls, secures, monitors, or manages communications between devices, systems, applications, or network segments within the Customer Environment. Network Devices include, without limitation, routers, switches, wireless access points, wireless controllers, firewalls, secure gateways, load balancers, SD-WAN appliances, network management appliances, network monitoring systems, and other infrastructure components used for network connectivity, traffic management, segmentation, security, or communication services.

7.31. *Network Infrastructure* means the collective hardware, software, cloud services, and supporting components required to provide network connectivity and communication services within the Customer Environment, including Network Devices, internet connectivity equipment, telecommunications equipment, wireless networking systems, network management platforms, and related infrastructure.

7.32. *Other Non-Covered Device* means any network-connected technology asset not otherwise categorized under this Agreement that requires monitoring, management, maintenance, or support by Focus. Such devices may be included within the scope of Services only if specifically identified in the applicable Statement of Work or Service Schedule.

7.33. *Covered Region* means a geographic service-delivery area designated by Focus for purposes of coordinating onsite support across one or more Customer locations that can reasonably be serviced within the same local operating area, generally within approximately one hour of travel. A Covered Region may include multiple Customer locations. The aggregate number of Users, operational requirements, travel considerations, and anticipated onsite support needs within a Covered Region may be considered when evaluating Scheduled Onsite Technical Resource coverage. Assignment of locations to a Covered Region does not, by itself, include scheduled onsite services or create a minimum onsite coverage requirement. Any scheduled

onsite services, schedules, frequencies, hours, or coverage commitments must be explicitly identified in the applicable Statement of Work.