

# Service Attachment for Cloud and Hosting Services

Effective May 22, 2026. This Service Attachment for Cloud and Hosting Services supersedes and replaces all prior versions.

This Service Attachment is between Methodology IT ("Provider") and the Client identified on the applicable Order. Together with the Master Services Agreement, the Order, the Schedule of Services, the Schedule of Third-Party Services, and any other applicable Service Attachments, it forms the Agreement between the parties. Capitalized terms not defined here have the meanings given in the Master Services Agreement.

This Attachment governs Provider's delivery of cloud and hosting services — including cloud desktops, cloud infrastructure, hosted applications, voice and collaboration services, and the management of Client's tenants on hyperscale cloud and SaaS platforms (Microsoft Azure, Microsoft 365, Google Workspace, Google Cloud, AWS, and others as set forth on the Order).

## 1. Scope

Provider will deliver the cloud and hosting services identified on the Order. The services available under this Attachment are described in § 2. Provider may host services on its own infrastructure, on Client-owned infrastructure, or — most commonly — on third-party hyperscale cloud platforms.

## 2. Services

### 2.1 Cloud desktop (Azure Virtual Desktop and equivalents)

Provider will deliver cloud desktop services on Microsoft Azure Virtual Desktop, Windows 365, or equivalent platforms identified on the Order. The cloud desktop service includes:

- Tenant and host pool design and deployment;
- Session host management (build, patch, scale, refresh);
- Image management and application layering;
- FSLogix or equivalent profile management;

- User provisioning and access management;
- Monitoring, capacity tuning, and cost management;
- Support for end users accessing the cloud desktop from supported endpoints.

Cloud desktop is billed per User or per concurrent session per the Order. Underlying Azure consumption is billed pass-through or as a managed-rate component as specified on the Order.

## **2.2 Cloud infrastructure (IaaS / PaaS management)**

Provider will manage Client's Infrastructure-as-a-Service and Platform-as-a-Service workloads on hyperscale cloud platforms identified on the Order — Azure, AWS, Google Cloud, and equivalents. Management includes architecture and design, provisioning, identity and access integration, security baseline, network configuration, monitoring, patching of operating systems on Client-owned virtual machines, cost monitoring and optimization, and incident response within the cloud environment.

Underlying cloud consumption (compute, storage, networking, services) is billed pass-through or via Provider's distribution arrangements, as set forth on the Order. Provider's management fee is separate from underlying consumption.

## **2.3 Microsoft 365, Google Workspace, and related SaaS**

Provider will provision, configure, and manage Client's Microsoft 365 or Google Workspace tenant, including identity, governance, security baseline, compliance, and license assignment. Tenant management is also referenced in the Schedule of Services and the Service Attachment for Managed Services for Clients on the Complete and Total tiers. Where the Order specifies cloud-only or hosting-only engagements (no Managed Services tier), this Attachment governs the tenant management work.

Microsoft and Google licensing is sold through Provider's distribution relationships at published rates. Licensing is invoiced monthly and is subject to the underlying vendor's terms.

## **2.4 Hosted line-of-business applications**

Where the Order specifies, Provider will host Client's line-of-business or industry-specific applications on cloud infrastructure managed by Provider. Hosting includes operating system management, application installation and patching, backup, and capacity management. Application-level support remains with the application vendor unless Provider has assumed application-level support in writing on the Order.

## **2.5 Hybrid cloud and on-premises integration**

For Clients with a mix of cloud and on-premises systems, Provider will design and operate the connectivity, identity federation, data replication, and management plane spanning both environments. For data subject to hybrid handling, the Order will identify which data is hosted, which

is on-premises, who is responsible for each, and the demarcation between Provider's responsibility and Client's responsibility.

## **2.6 Voice and collaboration services (cloud telephony)**

Where the Order specifies, Provider will deliver Voice over Internet Protocol ("VoIP"), cloud calling, and unified communications services through a Third-Party Services Provider identified in the Schedule of Third-Party Services. Provider will configure the service, port numbers, deploy endpoints, provide initial User training where Provider-supplied devices are issued, and provide ongoing support. Telephony usage charges, regulatory fees, and number-portability fees are billed pass-through unless otherwise specified.

Voice and collaboration services are subject to the additional provisions in § 7 (Emergency calling, service interruptions, and limitations).

## **2.7 Cloud backup and disaster recovery**

Cloud backup and disaster recovery services delivered in connection with cloud-hosted workloads (including cloud-to-cloud backup of Microsoft 365 / Google Workspace data) are governed by the Schedule of Services and the Service Attachment for Managed Services. Where Provider operates a disaster recovery target environment in the cloud — including site-replication, warm-standby, or on-demand recovery infrastructure — those services are scoped on the Order and managed under this Attachment.

## **2.8 Vendor and SaaS brokerage**

Provider may act as Client's broker, reseller, or authorized agent for in-scope cloud and SaaS services. Where Provider is a reseller of record, Provider is the primary support contact and is responsible for billing reconciliation. Where Client holds the contract directly with the vendor and Provider provides management services only, Client is responsible for direct billing with the vendor.

# **3. License to access services**

Provider grants Client a non-exclusive, non-transferable right during the Term to access and use the cloud and hosting services specified on the Order. Services may be hosted on Provider-controlled infrastructure, Client-controlled infrastructure, or third-party infrastructure. All cloud and SaaS services delivered through Third-Party Services Providers are also subject to the applicable vendor's terms.

## **3.1 Restrictions**

Other than the rights expressly granted in this Attachment, no rights in or to the Services, Provider Materials, or any intellectual property of Provider or its licensors are granted to Client. Client will not:

- modify, copy, or create derivative works of the Services or Provider Materials;
- create links to, frame, or mirror Provider Materials other than for Client's internal business purposes;
- redistribute, sell, rent, lease, or otherwise make the Services or Provider Materials available to any third party;
- remove or obscure proprietary notices on Provider Materials; or
- reverse engineer, decompile, or disassemble Provider Materials, except as expressly permitted by applicable law.

### **3.2 No high-risk use**

Client acknowledges the Services are not fault-tolerant. Client will not use the Services in any application where failure could lead to death, serious bodily injury, or severe physical or environmental damage. Administrative, configuration, and non-control uses do not constitute high-risk use.

### **3.3 No illegal use**

Client will not use the Services for any unlawful purpose or in violation of the rights of others.

## **4. Software, licensing, and credentials**

### **4.1 Genuine and supported software**

All software used by Client or installed on Client's equipment in connection with the Services must be genuine, properly licensed, and vendor-supported. Client will provide proof of licensing on reasonable request. Client is responsible for fees required to maintain license status, vendor support, and minimum system requirements.

### **4.2 User credentials**

Provider or its Third-Party Services Providers may issue credentials allowing Client Users to access the Services ("User Credentials"). User Credentials are Provider Confidential Information. Client will not share User Credentials with third parties without Provider's consent. Provider may require Client Users to change passwords on reasonable notice. All User Credentials expire on termination of this Attachment.

### **4.3 Restorable backup before significant changes**

Prior to any significant installation, migration, or configuration change Provider performs at Client's request, Client is responsible for verifying that a current, restorable backup of any affected system

exists. Where Client subscribes to Provider's Backup Services for the affected system, this responsibility is satisfied through those services.

## 5. Third-Party Services Providers

Material components of the cloud and hosting services are delivered through hyperscale cloud platforms and SaaS providers. The specific Third-Party Services Providers in use as of the Effective Date are identified in the Schedule of Third-Party Services. Use of those services is subject to the underlying vendor's terms.

Provider will be Client's first point of contact for support of in-scope third-party components. Third-party components are warranted only by the underlying vendor and only as set forth in that vendor's agreement.

Where required by applicable third-party license terms, third-party software publishers (including Microsoft) may be intended beneficiaries of this Agreement with rights to verify compliance and enforce relevant provisions. Provider will cooperate with reasonable compliance investigations.

Within thirty (30) days of termination, Provider will remove, or cause to be removed, all copies of Provider-supplied software and Provider Materials from Client's Devices, or otherwise render them permanently unusable, except for data and configurations Client has purchased rights to retain.

## 6. Data security, privacy, and maintenance windows

### 6.1 Data security and privacy

Provider will not use, edit, or disclose to any third party any Client Data hosted, processed, or transmitted by Provider in connection with the Services, except as required to deliver the Services, comply with applicable law, or as Client directs in writing. Provider will maintain the security and integrity of Client Data under Provider's direct control in accordance with Provider's published security practices. As between Provider and Client, all Client Data is owned exclusively by Client and constitutes Confidential Information under the Master Services Agreement.

### 6.2 Demarcation of responsibility

For hosting engagements involving data movement between Client's environment and Provider-managed infrastructure, the Order will identify which data is in scope, which is migrated to Provider's environment, the location of data after migration, and the demarcation between Client's responsibility and Provider's responsibility. Until data has been identified, classified, and confirmed migrated to a Provider-managed location, Client retains responsibility for that data.

### 6.3 Maintenance windows

Routine maintenance is performed during scheduled maintenance windows published in the Service Level Objectives. Non-routine maintenance expected to cause material disruption will be communicated with reasonable advance notice.

## 7. Voice and collaboration services — emergency calling and limitations

This § 7 applies only to Clients who have voice and collaboration services on their Order. It supplements, and is in addition to, the underlying voice carrier's terms.

### 7.1 Emergency calls

When a Client User dials 911 from a Provider-provisioned device, the call is routed to the Public Safety Answering Point (PSAP) or local emergency service for the address registered for that device. **Client acknowledges that 911 calls placed from VoIP services may be routed to a general or administrative number for the PSAP rather than to dedicated 911 dispatchers, and that the speed and accuracy of routing depends on the address registration being current.**

### 7.2 Address registration

The address registered with the Service is the address used for 911 routing. Client and Client's Users must update registered addresses with Provider whenever a device moves to a new physical location. Updates may take up to three (3) business days to take effect.

### 7.3 Misuse

Client is responsible for ensuring that calls placed through the Service use a registered caller-ID number with a correct address. 911 calls placed through Provider's Service from an unregistered caller-ID ("Rogue 911 Calls") may be subject to a \$500 fee per call.

### 7.4 Service interruptions

Voice services and emergency calling require electrical power and an active internet connection. Service will not function during power outages, internet outages, or suspension of Service (including suspension for nonpayment). Client is responsible for arranging backup power and connectivity if continuous availability is required.

### 7.5 International services and acts of foreign carriers

International calling is subject to the rates and routing of underlying carriers. Provider is not liable for acts, omissions, or service limitations of foreign carriers or regulatory agencies. International calls

are priced based on the country and city codes dialed; Provider is not liable for refunds if a call does not terminate as expected at the dialed code.

## **7.6 Restrictions**

Client will not use the Service for any unlawful purpose; for automatic-dialing devices terminating into electronic information services or pay-per-call services; or for international call-back offerings using uncompleted call signaling where prohibited. Provider may, with notice consistent with applicable law, block traffic to or from specific countries, codes, or numbers as necessary to manage the network or to prevent unlawful use, nonpayment, or fraud.

## **7.7 Resale prohibited**

Client will not resell or transfer the voice and collaboration services or Provider-supplied voice equipment to any third party without Provider's written consent.

## **7.8 Voice service indemnification**

In addition to Client's indemnification obligations in the Master Services Agreement, Client will defend, indemnify, and hold harmless Provider and any service provider furnishing services to Client in connection with this Attachment, from any claim, loss, damage, fine, penalty, cost, or expense (including reasonable attorneys' fees) brought by Client or any third party relating to the absence, failure, or outage of voice service, including emergency calling, or any third party's inability to dial 911 or to access emergency services through Client's voice service.

## **8. Acceptable use and client liability**

Client will comply with Provider's Acceptable Use Policy, which is incorporated by reference. Provider may modify the Acceptable Use Policy from time to time and will publish the current version. Client is solely responsible for damages resulting from violation of this Attachment or the Acceptable Use Policy.

## **9. Warranty disclaimer**

Provider warrants that the cloud and hosting services will be performed in a professional and workmanlike manner and materially in accordance with the documentation Provider supplies. Beyond that warranty and the warranties in the Master Services Agreement, the Services are provided "as is" to the extent permitted by law.

Provider does not warrant that the Services will be uninterrupted, error-free, or completely secure. Internet connectivity and reliance on Third-Party Services Providers carry inherent risk that may result in loss of privacy, confidentiality, data, or service. Provider has no warranty obligation

regarding Third-Party Services Provider components beyond what is contained in the applicable third-party agreement.

## 10. Exclusions

The following are excluded from this Attachment and may be quoted separately:

- Major cloud or platform migrations (delivered as Project Services)
- Significant architectural redesign beyond ordinary operational management
- Custom software development for cloud-hosted applications
- Application-level support for applications not assumed by Provider in the Order
- Disaster declaration and recovery operations beyond the scope of routine backup and DR services
- Physical infrastructure work at Client locations (cabling, electrical, equipment installation)
- Forensic investigation and breach-response work extending beyond initial response support

Provider is not responsible for failures to deliver Services caused by Client's failure to maintain prerequisites; alterations or modifications by Client or third parties not coordinated with Provider; loss of internet connectivity at Client locations; power outages affecting Client's premises; Force Majeure; or other causes outside Provider's reasonable control. Provider is not responsible for failures of Third-Party Services Providers operating beyond Provider's commercially reasonable control, though Provider will work with the affected vendor in good faith to restore service.

## 11. Fees and term

Setup fees, recurring fees, consumption-based fees, and pass-through charges are set forth on the Order. Where Service Units (User counts, session counts, gigabytes of storage, etc.) form the basis of recurring billing, Provider will conduct a monthly inventory and adjust the invoice accordingly; during the Initial Term, the number of in-scope Service Units does not decrease below the count established at the start of the Initial Term without Provider's consent.

Annual price escalators, exceptional rate adjustments, term length, renewal, and termination of this Attachment are governed by the Master Services Agreement.

---

Provider may update this Service Attachment with at least sixty (60) days' written notice for material changes. Non-material updates (clarifications, vendor name updates) may be made without notice provided they do not materially decrease Service functionality.