



Service Specific Terms

Endpoint Management

Effective 8.3.2026

These Service Specific Terms are incorporated into each applicable Service Order, and collectively with the General Terms and Conditions, form the Agreement between the Parties. Any capitalized terms not defined herein have the meaning given to them elsewhere in the Agreement.

A. Service Description – Endpoint Management

“**Endpoint Management**” is TPx’s Endpoint Management Solution, that provides unified performance and lifecycle management across a customer’s server and workstation environments. It is designed to keep our clients’ supported systems healthy and working optimally. The Service Features and other Entitlements included in the Endpoint Management Services are further described in the sections below.

B. Supported Third-Party Product(s) & Technical Features; Portal Access

TPx currently offers its Endpoint Management Service utilizing Software from the following Third-Party Product Providers:

Software:

- Datto

Technical Features. Certain features that are inherent to the Third-Party Product(s) (“**Technical Features**”) may augment or limit the availability of Add-On Service Features. TPx supports all Technical Features requisite to deliver the Managed Service and Add-On Service Features detailed herein, but may not support all Technical Features offered by a particular Third-Party Product Provider.

Portal Access. User access may be provided to the Datto graphical user interface (the GUI or “**Portal**”) for Customer’s authorized users. The software used for a Portal is dependent on the respective Third-Party Product Provider. TPx will provision read/write Portal access where Customer has purchased the Core (self-managed) Service Level, or where Customer requests co-management at the Optimum Service Levels. Please note that there are additional Service Specific Terms in Section G below associated with Self and Co-Management of the Services.

C. Standard Service Onboarding; Initial Configuration & Account Enablement

Standard Service Onboarding. As a separate non-recurring Professional Services charge, TPx will provide project management and enablement services as required to implement and configure the Technical Features and provision access to Customer’s authorized users. Standard service onboarding is offered during TPx regular business hours. Custom service onboarding may be required for certain deployments, which must be agreed to between the parties in a separate statement of work.

D. Managed Service Levels; Service Feature Availability

Service Levels. Endpoint Management is offered with two solution tiers for qualified Windows devices: (i) Standard, and (ii) Advanced. The Standard Solution Tier is designed for Customers looking for basic monitoring service through self-management, and patching for Windows Operating Systems and Select third party applications leveraging Remote Monitoring and Management (RMM); the Advanced Solution Tier is designed for Customers looking for additional support including remote monitoring, management, troubleshooting and repair from TPx on top of the Core Services. The availability of Service Features for each Service Level is detailed in Table 1 below.

Table 1. Managed Service Feature Availability.

Legend: "I" – Included; "O" – optional "MRC\$" – available with additional recurring cost; "NRC\$" – available with additional Professional Services charges.

<u>Managed Service Feature</u>	<u>Description</u>	<u>Solution Tier</u>	
		Standard	Advanced
Datto RMM	DATTO RMM (Remote Monitoring and Management) allows TPx to monitor, alert and report on important KPIs affecting the health, performance and security of supported systems; remotely and securely access supported systems, deploy patches, schedule maintenance jobs and manage certain TPx provided Software	I	I
Self Service RMM Access	TPx provides and manages access to the RMM platform for Customer's authorized users. Customer access allows for limited functionality that includes remote control, and system audit & visibility.	N/A	I
Lifecycle Management	TPx provides proactive reporting and communication of End-of-Life status on covered devices. Service includes Hardware warranty expiration as well as manufacturer End-of-Support status for Operating Systems and select applications. Post warranty hardware support packages, for covered servers, are available at additional cost.	I	I
Managed Patching for Supported Operating Systems	TPx provides managed, automated patching of supported Windows Operating Systems. Service includes operational and security patches remotely applied per TPx recommended practice. Patch status monitoring and reporting is also included.	NRC\$	I
Managed Patching for Supported Third Party Applications	TPx plans and executes system updates on TPx included software as part of a proactive maintenance and performance management process. Changes are made based on the manufacturer's recommendations and TPx recommended practice.	I	I
Configuration Management – Initiated by TPx	TPx plans and executes system configuration changes on TPx included and supported software as part of a proactive maintenance and performance management process. Changes are made based on the manufacturer's recommendations and TPx recommended practice.	I	I
Configuration Management – Approved by TPx	TPx plans and executes system configuration changes that are requested by the customer and have been approved by TPx.	I	I

Table 2. Add-On Service Features. The service features below are available as add-ons and do not form a part of the Services unless they are expressly included as separate line items on the Service Order.

<u>Add-on Managed Service Feature</u>	<u>Description</u>	<u>Solution Tier</u>	
		Standard	Advanced
Managed Services for Microsoft Server Applications	TPx provides applicable Managed Services for specific named Microsoft Applications running on Servers. Includes Active Directory, Exchange and SQL.	MRC\$	MRC\$

E. KPIs & Support Priority Levels

The KPIs for monitoring, alerting, and reporting are as set forth in the table below. TPx will treat an incident that is either triggered by an alert or raised by Customer through a support case associated with each KPI based on the assigned Support Priority Level, as defined within the Service Level Agreement found at <https://www.tpx.com/legal/sla/>.

Table 3. KPIs and Support Priority Levels.

KPI	Monitoring	Alerting	Description
Antivirus Status Monitor	X	X	The Datto RMM Agent can be instructed to alert when no antivirus product is detected, or it has a certain status. For information on which antivirus products are detected refer to Antivirus Detection.
CPU Monitor - Servers	X	X	Physical device status indicating whether it is connected to the network and monitoring platform.
Disk Usage Monitor - Server 97%	X	X	Low disk space on a device can result in poor performance, application problems and eventually user complaints when they cannot save any more data. If the available space on your hard drive drops below a certain threshold, the device may not be reliable anymore.
Application Error	X	X	Applies for Event Codes 1000 and 1001. Event ID 1000 is application shutdown. Event ID 1001 indicates a crash.
Memory Monitor - Server	X	X	There are times when a device may get slow, freeze, fail to start certain programs, or even restarts while a user is working on it. One reason may be the device's high memory usage. Monitoring the devices memory performance may help proactively address further issues.
Online Status Monitor - Servers	X	X	A device with the Datto RMM Agent installed normally checks in with the RMM Portal every 90 seconds. If it does not (for example, due to a power outage or a network outage), Datto RMM sees this device as offline and alerts. This is particularly useful for servers as they should never go offline without an Administrator knowing.

F. Service Commencement & Delivery; Initial Service Term & Billing

TPx endeavors to initiate the Standard Service Onboarding process by contacting Customer within five (5) business days of the mutual execution of the applicable Service Order. During the Standard Service Onboarding process, the Parties will mutually agree to a targeted Service Commencement and Service Delivery Date, as evidenced in writing (email sufficient).

For Endpoint Management:

Service Commencement means that TPx has placed the order with the respective Third-Party Product Provider(s) for the Equipment and Software (as applicable), or has otherwise assigned the Equipment in inventory to Customer's order.

Service Delivery means that TPx has completed the Standard Service Onboarding and otherwise delivered the Service, which is available for Customer's use.

The **Initial Service Term** will begin on the date of Service Delivery for each respective Service Location, and continue through the Term identified in the applicable Service Order. TPx will generally accommodate small changes to the target Service Delivery Date; however, where Customer unreasonably delays the Service Delivery or otherwise fails to fulfill its obligations under Article VI of the General Terms and Conditions preventing TPx from completing Service Delivery on the target Service Delivery date, then the Initial Service Term will begin on the target Service Delivery Date. Billing for the Service will coincide with the beginning of the Initial Service Term.

G. Additional Service Specific Terms

1. **Customer Self-Management or Co-Management.** Where TPx provisions read/write or administrative user access to the Customer in the Portal, Customer will have access to modify and otherwise reconfigure Technical Features and other aspects of the Services ("**Customer Management**"). Customer takes full responsibility and TPx disclaims all liability associated with any degradation in the Service quality or security resulting from actions taken by Customer through Customer Management.
2. **Managed Patching for Operating Systems.** TPx applies patches to Supported Operating Systems or Supported third-party systems as part of Incident Management, if recommended by the manufacturer or if identified as a part of an incident remediation plan. System Patching is included with Standard and Advanced Solution Tiers. Incident-based system patches are performed at TPx's sole discretion and may require a system reboot to fully implement the system patch. Certain patching services may need to be scheduled during a maintenance window to minimize the impact on the affected customer or affected endpoint.
3. **Datto RMM 3rd Party Application Patching Support.** 3rd Party Applications may be considered for support at TPx sole discretion and will be categorized as follows:
 - a. **Full Support** - TPx delivers automated patching, uninstall/reinstall, remote troubleshooting, vendor escalation and support case management (applications in this category typically include select Microsoft applications).
 - b. **Limited support** - TPx delivers patching and uninstall/reinstall services. Some applications in this category can be automatically and proactively patched using Datto RMM and are [notated by Datto](#).
 - c. **Unsupported** - TPx does not include support for Unsupported applications as part of the standard monthly recurring service and charges.
4. **Datto RMM ComStore 3rd Party Applications & Scripts.** TPx does not support DattoRMM ComStore Applications and Scripts. These are not updated or maintained by Datto, and are generated from 3rd parties within the Datto Ecosystem.
5. **Operating System Support.** TPx supports Microsoft operating system versions that are fully supported by the manufacturer, as notated on the [Microsoft Product Lifecycle](#) site. VMWare, ESXi, Apple MacOS, and Linux systems are limited support, and are best effort.
6. **Service Dependencies; Third-Party Products.** Enrolled endpoint devices are required to be under an applicable maintenance or support agreement as a Service Dependency for the Endpoint Management Service. Third party maintenance and support agreements may be available through TPx as an Add-On Service. All endpoint devices, regardless of whether they are acquired through TPx, will be considered Excluded Products. Except for TPx responsibilities expressly set forth herein, Customer remains exclusively responsible for the Excluded Products. For avoidance of doubt, except as exclusively set forth in the subsection below, TPx does not support or manage any endpoint hardware issues
7. **Managed Endpoints Hardware Support.** TPx provides remote troubleshooting and management to resolve identified hardware issues on supported endpoints under both the Advanced Solution Tier. Where applicable to resolve an incident, TPx will open a warranty repair service case with the manufacturer or third-party hardware maintenance or support provider. TPx services related to hardware support herein is limited to warranty repair/replace tickets, and any performance thereafter is provided by the manufacturer or third-party maintenance or support provider.

Third-Party Terms.

- **Datto/Kaseya.** All services, software and hardware warranties associated with Datto Third-Party Products are governed by Kaseya's policies, currently stated at <https://www.datto.com/legal/datto-business-management-services-terms-of-use/> or other website as designated by Kaseya. Portal Access is provided to Customer as an authorized user under the license or subscription rights granted by the respective Third-Party Product Provider to TPx. No pass-through EULAs or other Third-Party Terms are required to utilize Portal Access; however, Customer must adhere to all provisions of the Agreement, including, without limitation TPx's Acceptable Use Policy.